AMENDED AGENDA
Queen Creek Town Council Regular Session
October 21, 2026 | 6:30 PM
Community Chambers
20727 E Civic Parkway

Notice of Regular Meeting and Possible Executive Session of the Town Council: Pursuant to A.R.S. §§ 38-431.02 and 38.431.03, notice is hereby given to the members of the Town Council and the general public that the Town Council will hold a Regular Meeting at the date and time noted above. The Town Council may vote during the meeting to enter into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) regarding any item(s) on the agenda. The Town Council and staff may participate in the meeting in person, telephonically, or electronically. The presiding officer may modify the order of agenda items and/or address items in a sequence deemed appropriate. Physical access to the meeting space will be available one-hour prior to the meeting start time.

Public Comment: Residents are welcome to address their comments in-person by submitting a Request to Speak/Comment Card prior to the start of the meeting and handing it to the Clerk. When called upon, you will receive 3-minutes to speak. If unable to attend in-person, you may submit your comment regarding a matter within the Town of Queen Creek's jurisdiction or for any item listed under the consent agenda, public hearing, and/or final action. Only one (1) comment per person, per agenda item will be accepted. Online comments received by 5:00 PM on the day of the meeting will be entered into the meeting's official record. http://www.queencreekaz.gov/ WatchMeetings.

Members of the public body may not discuss or take action on matters raised during the public comment that are not specifically identified on the agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

Accessibility: The Town of Queen Creek is committed to making its public meetings accessible to individuals with disabilities. Council Meetings are live-streamed and are accessible through the Town's website. For special accommodation requests, email the Town Clerk's Office at TownClerk@QueenCreekAZ.gov or contact the Arizona Relay Service at 7-1-1 at least 72-hours prior to the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. INVOCATION / MOMENT OF SILENCE David Jablonsky, Pastor, Life Church Queen Creek

5. COMMITTEE REPORTS

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

B. Committee and outside agency reports (only as scheduled):

1. Parks and Recreation Advisory Committee Report (October 13, 2026)
2. Mayor's Teen Advisory Committee Report (October 20, 2026)

6. PUBLIC COMMENT

7. CONSENT AGENDA *(Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Members of the Town Council and/or staff may comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.)*

A. Consideration and possible approval of the minutes from the September 29, 2026 Special Meeting, the October 7, 2026 Special Meeting, and Regular Meeting of the Queen Creek Town Council.

B. Consideration and possible approval of Expenditures over $75,000 and items that are of Public Policy and Interest, pursuant to Town Purchasing Policy and to authorize the purchase from a new awarded vendor/contract based on the expiration of the current contract and authorize the purchase from another approved vendor/contract based on availability and price. (FY26/27 Budget Items)

1. Kimley Horn - Amendment 01 to Project Order 12 for additional coordination and design services for improvements to the ITS fiber network along Ocotillo, Meridian, and Riggs Roads: Additional spending authority request of $151,876. The Town Manager previously approved $47,891 on June 17, 2025. This request will increase spending authority for a new total of $199,767. (CIP)

2. Carahsoft Technology Corporation - Software Subscription Services: $97,726 (Information Technology / Police)

C. Consideration and possible acceptance of a grant from the Arizona Governor's Office of Highway Safety for funds that will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Queen Creek in an amount not to exceed $60,000, and a budget adjustment from the grant contingency fund in the amount of $60,000.

D. Consideration and possible acceptance of a grant from the Arizona Governor's Office of Highway Safety to support Personnel Services (Overtime), Employee Related Expenses, and material/supplies to enhance Selective Traffic Enforcement (STEP) throughout the Town of Queen Creek in an amount not to exceed $111,660, and approval of a budget adjustment from the grant contingency fund in the amount of $111,660.

E. Consideration and possible approval of a renewed Data Access/Exchange Agreement with the Arizona Department of Transportation (ADOT) for Queen Creek Police Department access to the Crash Records Information System (CRIS) and Arizona Crash Information System (ACIS) to submit electronic crash records and access, retrieve, and analyze crash data for traffic safety purposes.

F. Consideration and possible approval of Amendment No. 1 to the Intergovernmental Agreement (IGA) with Maricopa County for participation in the Maricopa County Sheriff's Office Sworn Basic Training Academy, increasing the non-refundable registration fee from $750 to $1,500 per recruit, with an amendment term of July 1, 2026, through March 31, 2029 (Budgeted item).

G. Consideration and possible approval of the Intergovernmental Agreement with the City of Chandler for Back Up Ambulance Services.

H. Consideration and possible approval of an Intergovernmental Agreement (IGA) with participating Arizona cities, towns, and the tribal nation for Transportation Mutual Aid.

I. Consideration and possible approval of the creation of a new CIP project WW106 - MSB sewer line replacement; approval of a change order in the amount of $220,046 for the construction of new wastewater facilities for the Municipal Services Building and Fire Admin Building; and further authorizing necessary budget adjustments to establish the project budget of $220,046.

8. ITEMS FOR DISCUSSION *(These items are for Town Council discussion only and no action or public comments will be taken.)*

A. Discussion and direction regarding Water Delivery, Wastewater, and proposed CAGRD reimbursement program.

9. ADJOURNMENT

Council Committee Reports

10/09 – Pinal Regional Transportation Authority Board Meeting (Benning)
10/10 – Queen Creek Police Department Stand & Strive 5K (Martineau)
10/13 – Queen Creek Chamber Network QC Luncheon (McClure)
10/13 – Parks and Recreation Advisory Committee Meeting (Padilla)
10/14 – APS Statespersons' Event: Arizona Midterm Election (McClure)
10/15 – Arizona Transportation Policy Summit (Benning)
10/15 – For our Town Queen Creek (McClure, Martineau, Oliphant)
10/17 – Queen Creek Teen Fall Fest (Wheatley)
10/19 – Maricopa Association of Governments Regional Council Executive Committee Meeting (Wheatley)
10/20 – Mesa Gateway Airport Authority Board Meeting (Wheatley)
10/20 – Mayor's Teen Advisory Committee Meeting (Oliphant)
10/21 – East Valley Partnership Transportation & Infrastructure Meeting (Benning)
10/21 – Maricopa Association of Governments Transportation Policy Committee Meeting (Wheatley)

TOWN OF QUEEN CREEK ARIZONA

7.A

TOWN OF QUEEN CREEK ARIZONA

TO:	**HONORABLE MAYOR AND TOWN COUNCIL**
THROUGH:	**BRUCE GARDNER, TOWN MANAGER**
FROM:	**MARIA GONZALEZ, MMC, TOWN CLERK**
RE:	**CONSIDERATION AND POSSIBLE APPROVAL OF THE MINUTES FROM THE SEPTEMBER 29, 2026 SPECIAL MEETING, THE OCTOBER 7, 2026 SPECIAL MEETING, AND REGULAR MEETING OF THE QUEEN CREEK TOWN COUNCIL.**
DATE:	**October 21, 2026**

Suggested Action:

Approve the minutes as presented.

Alternatives:

Council can request revisions to be made to the draft minutes and approve with revisions or continue to a future meeting.

Attachment(s):

1. Special Minutes 09-29-26.pdf
2. Special Minutes 10-07-26.pdf
3. Regular Meeting Minutes 10-07-26.docx

MINUTES
Queen Creek Town Council
Community Chambers
20727 E Civic Parkway

Special Meeting and Possible Executive Session – September 29, 2026 | 5:00 p.m.

1. CALL TO ORDER

The meeting was called to order by Mayor Wheatley at 5:00 p.m.

2. ROLL CALL

PRESENT:
Julia Wheatley, Mayor
Bryan McClure, Vice Mayor
Robin Benning, Council Member
Jeff Brown, Council Member
Leah Martineau, Council Member (Remote)
Dawn Oliphant, Council Member

ABSENT:
Council Member Travis Padilla, Council

3. REQUEST FOR EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

Ironwood Conference Room | Community Chambers

A. Discussion and consultation with the Town's attorneys for legal advice and with the Town's attorneys and Town's representatives regarding the Town's Harquahala Valley groundwater acquisition, delivery and infrastructure strategies and obligations including long-term financing strategies and contractual obligations, capital cost recovery, debt service agreements, and related legal and contractual parameters of associated utility rates, fees and charges. A.R.S. § 38-431.03(A)(3), (4) & (7)

MOTION:	**To adjourn to executive session**
RESULT:	**Approved unanimously (5-0)**
MOVER:	**Bryan McClure, Vice Mayor**
SECONDER:	**Jeff Brown, Council Member**
AYES:	Julia Wheatley, Robin Benning, Jeff Brown, Bryan McClure, Dawn Oliphant

4. ADJOURNMENT

The meeting was adjourned by Mayor Wheatley at 5:05 p.m.

TOWN OF QUEEN CREEK

_____

Julia Wheatley, Mayor

ATTEST:

_____
Maria E. Gonzalez, Town Clerk

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Minutes of the September 29, 2026 Special Meeting and Possible Executive Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

PASSED AND APPROVED ON: _____

MINUTES
Queen Creek Town Council
Community Chambers
20727 E Civic Parkway

Special Meeting and Possible Executive Session – October 7, 2026 | 5:30 p.m.

1. CALL TO ORDER

The meeting was called to order by Mayor Wheatley at 5:30 p.m.

2. ROLL CALL

PRESENT:
Julia Wheatley, Mayor
Bryan McClure, Vice Mayor (Remotely)
Robin Benning, Council Member
Jeff Brown, Council Member
Leah Martineau, Council Member
Dawn Oliphant, Council Member

ABSENT:
Council Member Travis Padilla, Council

3. REQUEST FOR EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

Ironwood Conference Room | Community Chambers

A. Discussion and consultation with the Town's attorneys for legal advice and with the Town's attorneys and Town's representatives regarding the Town's Harquahala Valley groundwater acquisition, delivery and infrastructure strategies and obligations including long-term financing strategies and contractual obligations, capital cost recovery, debt service agreements, and related legal and contractual parameters of associated utility rates, fees and charges. A.R.S. § 38-431.03(A)(3), (4) & (7)

B. Discussion and consultation with the Town's attorneys for legal advice and with the Town's attorneys and Town's representatives regarding the Town's irrigation water service obligations, delivery and infrastructure strategies including long-term financing strategies and contractual obligations, capital cost recovery, debt service agreements, and related legal and contractual parameters of associated utility rates and fees. A.R.S. § 38-431.03(A)(3), (4) & (7)

MOTION:	**To adjourn to executive session**
RESULT:	**Approved unanimously (5-0)**
MOVER:	**Robin Benning, Council Member**
SECONDER:	**Leah Martineau, Council Member**
AYES:	Julia Wheatley, Robin Benning, Jeff Brown, Bryan McClure, Dawn Oliphant
ABSENT:	Travis Padilla

4. ADJOURNMENT

The meeting was adjourned by Mayor Wheatley at 5:33 p.m.

TOWN OF QUEEN CREEK

_____

Julia Wheatley, Mayor

ATTEST:

_____

Maria E. Gonzalez, Town Clerk

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Minutes of the October 7, 2026 Special Meeting and Possible Executive Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

PASSED AND APPROVED ON: _____

TOWN OF QUEEN CREEK ARIZONA

MINUTES
Town Council Regular Session
October 7, 2026 | 5:00 PM
Community Chambers,
20727 E. Civic Parkway

1) CALL TO ORDER

The meeting was called to order by Mayor Wheatley at 6:30 p.m.

2) ROLL CALL

PRESENT:

Julia Wheatley, Mayor
Bryan McClure, Vice Mayor (Remote)
Robin Benning, Council Member
Jeff Brown, Council Member
Leah Martineau, Council Member

ABSENT:
Dawn Oliphant, Council Member and Travis Padilla, Council Member
Due to technical difficulties, Council Member Padilla was unable to communicate throughout the meeting, thus marked absent.

3) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Wheatley.

4) INVOCATION / MOMENT OF SILENCE

Mayor Wheatley asked for a moment of silence to recognize victims of domestic violence.

5) CEREMONIAL MATTERS

5.A) Proclamation: Red Ribbon Week

Council Member Benning read the Red Ribbon Week Proclamation and it was accepted by the East Valley Young Marines.

5.B) Proclamation: Domestic Violence Awareness Month

Council Member Martineau read the Domestic Violence Awareness Month Proclamation and it was accepted by the Queen Creek Police Department.

5.C) Proclamation: Hispanic Heritage Month

Council Member Brown read the Hispanic Heritage Month Proclamation and it was accepted by Ballet Folklorico La Llorona. A short dance was performed in celebration.

6) COMMITTEE REPORTS

6.A) Council summary reports on meetings and/or conferences attended. This may include but is not limited to Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

6A - Committee Reports 10-07-2026.pdf

There were no comments.

7) PUBLIC COMMENT

There were no new public comments received during the meeting.

Public Comment: Hardy

Public Comment: Cynthia Stormont

8) CONSENT AGENDA

8.A) Consideration and possible approval of the minutes from the September 16, 2026 Special Meeting and Regular Meeting of the Queen Creek Town Council.

Department: Town Clerk's Office
Staff Report
SPCL Minutes 09-16-26.pdf
RS Minutes 09-16-26.pdf

8.B) Consideration and possible approval of the Parks and Recreation Advisory Committee (PRAC) FY 2026/2027 Work Plan.

Department: Parks and Recreation
Staff Report
PRAC_Work_Plan_FY27.pdf

8.C) Consideration and possible approval of FY 26-27 carry-forward budget reallocations of $73,463,581 million for contracts and purchase orders that have been issued but are not yet complete, and $32,834,938 million of remaining project budgets that have received previous budget authorization but are not yet committed or under contract, for a total carry-forward reallocation request of $106,298,519 from Contingency.

Department: Finance Staff Report

Attachment A - Carry-Forward Summary by Fund and Category
Attachment B - Existing Contracts and Purchase Orders Detail
Attachment C - Remaining Project Budgets

8.D) Consideration and possible approval of a project agreement with the Maricopa Association of Governments (MAG) to allow for project reimbursements for the Hawes Road: Rittenhouse Road to Jude Drive project

Department: Transportation Department
Staff Report
QNC-26-RTP-053-A Project Agreement.pdf

8.E) Consideration and possible approval of Resolution 1680-26 declaring official intent to be reimbursed from future bond issues in connection to certain capital expenditures relating to utilities, roadways, and other capital improvements with a total not to exceed $277,815,981; further approving necessary budget adjustments and funding transfers.

Department: Finance Staff Report

Resolution 1680-26

8.F) Consideration and possible approval of Resolution 1684-26 of the Mayor and Common Council of the Town of Queen Creek, Arizona, declaring a need and necessity and a public purpose; approving, authorizing and directing the Town Manager, Town Attorney and Town Clerk to take any and all action necessary; and to sign any and all documents; and to pay any and all costs or fees in order to acquire interest in real and/or personal property located along Sierra Vista Drive and Hashknife Draw Road, in Section 3, Township 3 South Range 7 East, from owners and Pinal County Assessor parcels listed on Exhibit A attached hereto, and their successors in interest, through gift or purchase or eminent domain and identifying the real and personal property as necessary for the Sierra Vista Waterline Project (CIP Project WA298) and authorizing necessary budget adjustments and funding transfers.

Department: Capital Improvement Projects
Staff Report
Location Exhibit.pdf
Resolution 1684-26.pdf

MOTION:	**To approve the Consent Agenda.**
RESULT:	**Approved unanimously (5-0)**
MOVER:	Leah Martineau, Council Member
SECONDER:	Jeff Brown, Council Member
AYES:	Julia Wheatley, Mayor, Bryan McClure, Vice Mayor, Robin Benning, Council Member, Jeff Brown, Council Member, Leah Martineau, Council Member
ABSENT:	Dawn Oliphant, Council Member, Travis Padilla, Council Member

9) PUBLIC HEARING CONSENT AGENDA

9.A) Consideration and possible recommendation of approval on a new Series 12 Restaurant Liquor License application submitted by Heather Renee Kroll on behalf of Rosati's Pizza located at 25166 S Ellsworth Road, B101, Queen Creek.

Department: Town Clerk's Office
Staff Report
Rule R19-1-702 - Arizona Department of Liquor Licenses and Control.pdf
LGB Public Report #403651.pdf
QCPD Report

9.B) Consideration and possible approval of Ordinance 897-26, Carder Development Parking Lot Expansion annexation (P26-0080), a proposed annexation of approximately 31,000 Square feet (0.72 acres), located north of the northwest corner of Ellsworth and Happy roads.

Department: Economic Development
Staff Report

Annexation Aerial Exhibit.pdf
Existing Zoning Exhibit.pdf
General Plan Exhibit.pdf
Carder Development Parking Lot Expansion Blank Petition and Legal Description.pdf
ORDINANCE 897-26 ANNEXATION.pdf
STAFF Carder Development Presentation.pptx

9.C) Public Hearing and possible action on Ordinance 898-26, Carder Development Parking Lot Expansion Rezone (P26-0081) and Site Plan (P26-0082), a request from Chris Webb (Rose Law Group) to rezone approximately 31,000 Square feet (0.72 acres) from RU-43/R1-43 (Maricopa County/Town equivalent) to C-1 (Light Commercial), located north of the northwest corner of Ellsworth and Happy roads.

Department: Development Services
Staff Report
Aerial Exhibit.pdf
Existing Zoning Exhibit.pdf
General Plan Exhibit.pdf
Proposed Zoning Exhibit.pdf
Site Plan.pdf
Landscape Plan.pdf
Narrative.pdf
Vasquez Support Letter 2026.09.01.pdf
ORDINANCE 898-26 REZONE.pdf
STAFF Carder Development Presentation TC.pptx

Mayor Wheatley opened the public hearing. There were no public comments. Mayor Wheatley closed the public hearing.

Due to technical difficulties, Council Member Padilla was unable to communicate his vote, thus he was recorded as absent for the vote.

MOTION:	**To approve the Public Hearing Consent Agenda.**
RESULT:	**Approved unanimously (5-0)**
MOVER:	Jeff Brown, Council Member
SECONDER:	Robin Benning, Council Member
AYES:	Julia Wheatley, Mayor, Bryan McClure, Vice Mayor, Robin Benning, Council Member, Jeff Brown, Council Member, Leah Martineau, Council Member
ABSENT:	Dawn Oliphant, Council Member, Travis Padilla, Council Member

10) PUBLIC HEARINGS

10.A) Public hearing and possible action on Ordinance 896-26, Summerwell Residences Rezone (P26-0058) and Site Plan (P26-0059). A request by Brennan Ray, Ray Law Firm,

to rezone approximately 16.8 acres from C-2 (General Commercial) to MDR/PAD (Medium Density Residential/Planned Area Development) along with site plan approval for the development of a residential community consisting of 150 single-family detached and attached rental units, community clubhouse, and associated amenities. The subject site is located approximately 300 feet east of the northeast corner of Germann and Power roads.

Department: Development Services
Staff Report
General Plan Map Exhibit.pdf
Aerial Exhibit.pdf
Current Zoning Map Exhibit.pdf
Proposed Zoning Map Exhibit.pdf
Conceptual Site Plan.pdf
Conceptual Elevations and Color Schemes.pdf
Floorplans.pdf
Project Renderings.pdf
Ordinance 896-26
Applicant Provided Comments
Email Comments Received to 10-1-26
Email Comments 10-2-26 to 10-6-26.pdf
Summerwell PPT.pdf

Les Johnson, Principal Planner, introduced the item and reviewed the site and surrounding properties. Mr. Johnson presented the site plan, landscape plan, and building elevations. The developer held a neighborhood meeting with six residents in attendance and two residents at the Planning and Zoning Commission meeting. The Planning and Zoning Commission recommended approval. Mr. Johnson said staff has received 85 comments with 59 opposed and 26 in support.

Brennen Ray, Applicant Representative, introduced the item and reviewed the site plan and building elevations. Mr. Ray noted this is very different from the prior project proposed for multifamily apartments and this project is single family attached and detached units. While the properties are for rent, this would function as a single-family subdivision. Mr. Ray reviewed the public outreach conducted and the history of the property. Some of the top comments that were received was to stay commercial as noted in the General Plan and increased traffic. Mr. Ray spoke about the economic benefit to the area.

Mayor Wheatley opened the public hearing.

Joe Kolnick, 18585 E. Raven Dr., Queen Creek, expressed his opposition to the project and asked for the property to stay consistent with the General Plan to preserve commercial opportunities.

Victoria Obenour, 18646 E. Segull Dr., Queen Creek, expressed her opposition to the project due to the increase of traffic and the amount of rental properties already in the area. Ms. Obenour requested that the property stay commercial and noted the lack of

office space in the Town.

Liz Robinson, 18618 S. 186th Way, Queen Creek, expressed her support on the project as a business owner and resident. Ms. Robinson said this was a great project to bring more revenue to the area and it was a quality project.

Bret Crosby, 19160 E McCaw Dr., Queen Creek, expressed his support on the project. Mr. Crosby said commercial probably would not happen and it was time to do something useful with this property. Mr. Crosby said he was opposed to the previous proposal but was in support of this new project as this was the best option for the land.

Toni Cason did not want to speak but noted opposition.

Council Member Brown requested that staff connect with Mr. Crosby regarding support for the Town's Arizona Corporation Commission application regarding Germann/Sossaman intersection.

Council Member Benning said this was a greatly improved project but as Council they are to be representatives of the community. Council Member Benning said this seems to fit the fabric of the community and this is a very well-done project.

Council Member Martineau said this was a great project for the area and brought forward a project that took into consideration the concerns from the previous proposal. Council Member Martineau said she was supportive of the project.

Vice Mayor McClure said they do take traffic concerns seriously and this would have less traffic generated compared to a commercial site. Vice Mayor McClure said this lot has a long history and, out of respect for property rights, he would be supportive of the project.

Council Member Brown said he would not support this project. The plan is less dense but it is still a rezoning at the cost of commercial. In general, the residents are not in support of the number of rezones especially for rentals.

Mayor Wheatley said this was an improvement from the previous request and it generates less traffic than commercial. Mayor Wheatley spoke about the Germann and Sossaman intersection and those improvements could make the area more marketable. Mayor Wheatley spoke about the work to get an assured water supply while minimizing the costs to the residents as much as they can. The Town is also in the process of updating the General Plan. It is a good project but there are bigger issues that they cannot lose sight of.

MOTION:	**To approve Ordinance 896-26, P26-0058 PAD Rezone, and P26-0059 Site Plan for the development of a residential community consisting of 150 single-family detached and attached rental units and associated community amenities, subject to the Conditions of Approval represented in this report.**
RESULT:	**Failed (2-3)**
MOVER:	Leah Martineau, Council Member
SECONDER:	Bryan McClure, Vice Mayor
AYES:	Bryan McClure, Vice Mayor, Leah Martineau, Council Member
NAYS:	Julia Wheatley, Mayor, Robin Benning, Council Member, Jeff Brown, Council Member
ABSENT:	Dawn Oliphant, Council Member, Travis Padilla, Council Member

11) FINAL ACTION

11.A) Consideration and possible approval of Resolution 1685-26 approving and authorizing the execution of an Intergovernmental Agreement Between the Town of Queen Creek and the Queen Creek Irrigation District ("District") related to the transfer of residential irrigation service to the District; and further delegating the authority to the Town Manager, Town Clerk and Town Attorney to take any and all actions necessary to carry out the intent and implement the terms of the resolution and the IGA; and declaring an emergency.

Department: Utilities
Staff Report
Presentation
Resolution 1685-26
Draft IGA

Shea Joachim, Assistant Town Manager, introduced the item and presented maps of the water infrastructure in regard to irrigation. Mr. Joachim gave an overview of the irrigation customers and the Queen Creek Irrigation District. The intergovernmental agreement is a starting point to begin discussions and how to effectuate the transfer. It is the Town's intention to transfer all irrigation assets to the Queen Creek Irrigation District but more discussions and negotiations need to be done. A final document would be brought forward to Council that would provide more specifics of how the transfer would happen.

Scott McCarty, Deputy Town Manager and Chief Financial Officer, reviewed the water resource fee financial impact and a proposed exemption for irrigation while negotiations are happening.

Mr. Joachim reviewed the next steps if the agreement was approved.

Mayor Wheatley said that Council has received a lot of comments in regards to irrigation

and appreciated staff looking at options for irrigation customers.

Council Member Brown said this is a way they have thought outside the box to benefit all parties involved and was supportive of the item.

MOTION:	**To approve Resolution 1685-26 approving and authorizing the execution of an Intergovernmental Agreement Between the Town of Queen Creek and the Queen Creek Irrigation District ("District") related to the transfer of residential irrigation service to the District; and further delegating the authority to the Town Manager, Town Clerk and Town Attorney to take any and all actions necessary to carry out the intent and implement the terms of the resolution and the IGA; and declaring an emergency.**
RESULT:	**Approved unanimously (5-0)**
MOVER:	Jeff Brown, Council Member
SECONDER:	Leah Martineau, Council Member
AYES:	Julia Wheatley, Mayor, Bryan McClure, Vice Mayor, Robin Benning, Council Member, Jeff Brown, Council Member, Leah Martineau, Council Member
ABSENT:	Dawn Oliphant, Council Member, Travis Padilla, Council Member

12) ITEMS FOR DISCUSSION

Vice Mayor McClure disconnected from the meeting at 8:22 p.m.

12.A) Discussion and direction regarding Water Delivery, Wastewater, and Solid Waste Utility Rates.

Department: Finance
Staff Report
12A - 100726 Utility Items.pptx
12.A - 1 Solid Waste Rates and Fees DRAFT - 10-7-26 REVISED.pptx
12.A - 2 Wastewater Delivery Presentation 10-7-26 REVISED.pptx
12.A - 3 Water Delivery Presentation 10-7-26 REVISED.pptx

Mr. McCarty introduced the item and reviewed the timeline of the rate implementation.

Chris Conner, Deputy Utilities Director, spoke about the incidental recharge credit for septic accounts. Mr. Conner said half of the single-family potable demand are on Queen Creek's sewer and the other half are on septic or Epcor. Mr. Conner spoke about the calculation for the sewer system water resource credit and the credit recommendation.

Mr. McCarty spoke about the customer outreach that has been completed and reviewed common customer questions.

Kuda Wekwete, Managing Director at DTA, gave an overview of the impact fees charged within the Town and the proposed rate increases for water delivery and water resource. Mr. Wekwete gave a brief history of the water capacity fee and spoke about the fee increase using the fair and reasonable standard and the growth expected over the next 10 years. Mr. Wekwete spoke about items that reduced the fee increase.

Council Member Benning said there was a lot of discussion about equity and that growth pays for growth. Council Member Benning said he wanted a better understanding of why a major private development like box canyon rises to the level of being a community project that all rate payers participate in deferring that cost.

Mr. Wekwete said when they look at improvements, they are trying to isolate what is needed for growth and some are needed by a certain time and only a portion of the cost is associated with existing development. The improvements work for the system as a whole and they have to weigh the timing of the improvements.

Mr. McCarty said they have to move water all throughout the system and all of these improvements help achieve that.

Mr. Wekwete continued the presentation and spoke about the debt issuances needed to build the infrastructure to handle the growth and fee calculations. Mr. Wekwete spoke about recommended changes to the multi-family and large meter fees methodology.

Andrew Burnham, Vice President at Stantec, spoke about the water purchases for existing customers and the need to secure water for future customers as the Town grows. Mr. Burnham reviewed the water inventory and growth projections. Mr. Burnham spoke about the recommendations for the water resource capacity fee, the cost of water, and resource capacity fee calculations by customer type.

Mayor Wheatley called for a brief recess at 8:46 p.m. and reconvened at 8:51 p.m.

Ramona Simpson, Environmental Fleet Operations Manager, introduced the item and reviewed the current rates for solid waste. About 23% of the solid waste gets recycled and reviewed the various diversion programs and bulk item options.

Mr. Burnham continued the presentation and reviewed the rate recommendations for solid waste, key assumptions, and schedule of operating costs. Mr. Burnham reviewed the operating reserve targets and the fee schedule needed to achieve target reserves.

Mayor Wheatley said the final two presentations on Wastewater and Water Delivery would be moved to October 21. 2026.

13) ADJOURNMENT

The meeting was adjourned by Mayor Wheatley at 9:01 p.m.

TOWN OF QUEEN CREEK

_____
Julia Wheatley, Mayor

ATTEST:

_____
Maria E. Gonzalez, Town Clerk

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Town Council Regular Session Minutes of the October 7, 2026 Town Council Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Passed and approved on:_____

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MELISSA BAUER, PROCUREMENT MANAGER

RE: CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES OVER $75,000 AND ITEMS THAT ARE OF PUBLIC POLICY AND INTEREST, PURSUANT TO TOWN PURCHASING POLICY AND TO AUTHORIZE THE PURCHASE FROM A NEW AWARDED VENDOR/CONTRACT BASED ON THE EXPIRATION OF THE CURRENT CONTRACT AND AUTHORIZE THE PURCHASE FROM ANOTHER APPROVED VENDOR/CONTRACT BASED ON AVAILABILITY AND PRICE. (FY26/27 BUDGET ITEMS)

DATE: October 21, 2026

Suggested Action:

To approve the Expenditures over $75,000 and items that are of Public Policy and Interest, pursuant to Town Purchasing Policy and to authorize the purchase from a new awarded vendor/contract based on the expiration of the current contract and authorize the purchase from another approved vendor/contract based on availability and price.

Discussion:

The following items being requested are budgeted in FY26/27

1. Kimley Horn - Amendment 01 to Project Order 12 for additional coordination and design services for improvements to the ITS fiber network along Ocotillo, Meridian, and Riggs Roads: Additional spending authority request of $151,876. The Town Manager previously approved $47,891 on June 17, 2025. This request will increase spending authority for a new total of $199,767. (CIP)
2. Carahsoft Technology Corporation - Software Subscription Services: $97,726 (Information Technology / Police)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is $249,602. Funds have been identified within the line item budget as approved by Council in the FY26/27 budget or subsuquently approved by Council.

Attachment(s):

1. Expenditures over $75,000.pdf

Attachment: Over $75,000 and items that are of Public Policy and Interest
Budgeted in Fiscal Year 26/27
October 21, 2026

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact $	Procurement Method	Alternative
1	Kimley-Horn	Amendment 01 to Project Order 12 for additional coordination and design services for improvements to the ITS fiber network along Ocotillo, Meridian, and Riggs Roads	Additional coordination and design services for the ITS fiber network along Ocotillo, Meridian, and Riggs Roads	CIP	Additional spending authority request of $151,876. The Town Manager previously approved $47,891 on June 17, 2025. This request will increase spending authority for a new total of $199,767.	Town Contract 2022-022	Council may choose not to approve the expenditure at this time which will prevent completion of design and may delay the project.
2	Carahsoft Technology Corporation	Software Subscription Services	Contract spending authority for IT and Police Department software subscriptions and related support services.	Information Technology / Police	$97,726	State of Arizona Contract #CTR046098	Council may choose not to approve the expenditure. However, the proposed software solutions are necessary to support ongoing operations and improve service delivery. If the expenditure is not approved, the departments may evaluate alternative software solutions and procurement options that meet the operational requirements and service needs.

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: RANDY BRICE, CHIEF OF POLICE

RE: CONSIDERATION AND POSSIBLE ACCEPTANCE OF A GRANT FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR FUNDS THAT WILL SUPPORT PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE DUI/IMPAIRED DRIVING ENFORCEMENT THROUGHOUT THE TOWN OF QUEEN CREEK IN AN AMOUNT NOT TO EXCEED $60,000, AND A BUDGET ADJUSTMENT FROM THE GRANT CONTINGENCY FUND IN THE AMOUNT OF $60,000.

DATE: October 21, 2026

Suggested Action:

Staff recommends acceptance of a grant from the Arizona Governor's Office of Highway Safety for funds that will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Queen Creek in an amount not to exceed $60,000, and a budget adjustment from the grant contingency fund in the amount of $60,000.

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Effective Government (Financial Stability & Intergovernmental Relations)

Discussion:

The Queen Creek Police Department (QCPD) recommends accepting a $60,000 federal grant awarded through the Arizona Governor's Office of Highway Safety (GOHS) under the 405d Impaired Driving Program. Grant Agreement 2027-405d-045 will fund overtime and associated Employee Related Expenses (ERE) to enhance DUI/impaired driving enforcement and training.

This funding will support additional DUI saturation patrols, participation in East Valley DUI task force operations, and training activities focused on impaired driving and drug impairment recognition. These efforts advance the program's goal of reducing alcohol- and drug-related traffic fatalities and injuries through enforcement, education, and public awareness.

Background and Need

Queen Creek's continued growth increases demands on the Police Department's traffic safety and enforcement resources. The department must continue to address impaired driving through additional enforcement, regional coordination, and education.

In 2025, QCPD's Vehicular Crimes Unit investigated ten major injury or fatal collisions, compared with twelve in 2024. Impairment was confirmed as a contributing factor in five of the ten investigations in 2025. Although the overall number of major injury or fatal collision investigations declined, impairment remained a factor in half of those cases. The grant's performance measures identify 45 impaired driving-related crashes, three serious injuries, and two fatalities during calendar year 2025.

Drug-impaired driving also remains a concern. QCPD reported a 13% increase in drug-related DUI arrests in 2025, following a 21% increase in 2024. Local schools have also reported concerns involving underage vaping, particularly THC products. These issues support a coordinated approach that combines impaired driving enforcement with training for officers and educational professionals.

The entire $60,000 grant will support overtime and related employee expenses, providing personnel capacity for additional DUI saturation patrols, regional task force operations, and impaired driving training. Grant-funded patrols will supplement existing enforcement resources, while participation in East Valley task force operations will support coordinated efforts with neighboring agencies. Required holiday deployments will align local activities with broader state and national impaired driving campaigns.

The grant also supports training objectives that extend the department's prevention and enforcement efforts. QCPD will use its existing Drug Recognition Expert instructors to host an Advanced Roadside Impaired Driving Enforcement course during the 2027 grant cycle. The department will also organize Drug Impairment Training for Educational Professionals for Queen Creek public and charter schools. Together with community education during special events, these activities will support a coordinated response to alcohol- and drug-related safety concerns.

Use of Grant Funding

The $60,000 grant will be allocated as follows:

- Personnel Services (Overtime): $50,526 to support DUI/impaired driving enforcement and training activities.
- Employee Related Expenses: $9,474, with an identified rate of 18.75%, to support employee-related costs associated with grant-funded overtime.
- No funding is allocated to professional and outside services, travel, materials and supplies, or capital outlay.

This investment will support additional local DUI saturation patrols, participation in East Valley DUI task force operations, and the personnel time necessary to conduct grant-supported training activities.

Grant Objectives and Measures

QCPD will pursue the following objectives during the grant period (October 1, 2026 – September 30, 2027)

Enforcement Objectives

- Participate in a minimum of 5 DUI saturation patrols during federal fiscal year 2027.
- Participate in a minimum of 5 regional DUI task force operations during federal fiscal year 2027.

Training & Education Objectives

- Deliver an Advanced Roadside Impaired Driving Enforcement (ARIDE) course during federal fiscal year 2027.
- Organize Drug Impairment Training for Educational Professionals (DITEP) for Queen Creek public and charter schools during federal fiscal year 2027.

Performance Goals

- Reduce impaired-driving-related crashes by 7% (from 45 in the previous year to 42 during this reporting period).

- Reduce impaired-driving-related serious injuries by 33% (from 3 in the previous year to 2 during this reporting period).
- Reduce impaired-driving related fatalities by 50% (from 2 in the previous year to 1 during this reporting period).

Reporting and Oversight

QCPD will comply with GOHS administrative, financial, and performance reporting requirements:

- Quarterly Reports and Reports of Costs Incurred (RCIs) with original signatures.
- Maintaining records that substantiate grant expenditures
- Final Statement of Accomplishments submitted by October 15, 2027.
- Entry of enforcement statistics, including task force operations and other enforcement details into the GOHS online reporting system.
- Participation in GOHS monitoring, which may include financial and operational records reviews, progress evaluations, and in-house or on-site reviews.

All participating officers will maintain current HGN/SFST certification as required by the grant.

Media and Community Engagement

QCPD will issue a press release announcing the award, describing the project's objectives, and acknowledging GOHS funding. Campaign outreach will communicate the purpose of impaired driving enforcement, planned activities, relevant data, and the financial, legal, and human consequences of driving under the influence. Community education during special events and training opportunities for local schools will complement enforcement efforts and support impaired driving prevention.

Fiscal Impact:

These funds were not originally budgeted as part of the FY 2026-27 Police Department budget. This federal grant awarded by the Governor's Office of Highway Safety (GOHS) under the 405d Impaired Driving Program funds officer overtime expenses related to DUI/Impaired Driving. The total grant award of $60,000 covers these overtime expenses during the grant period of October 1, 2026, through September 30, 2027. A budget adjustment from the Town's grant contingency fund in the amount of $60,000 is necessary to accept and execute this grant.

Alternatives:

1. The Council could choose not to accept the agreement/funds in its entirety and continue with existing funding in the current budget for DUI-related enforcement.
2. The Council could choose not to accept the agreement/funds in its entirety and redirect resources from other police priorities to provide DUI-related enforcement.

Attachment(s):

1. Queen Creek PD 2027-405d-045.pdf

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

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

	FAIN: 69A3752730000405dAZM	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Queen Creek Police Department	**GOHS GRANT NUMBER:** **2027-405d-045**
	ADDRESS 20727 E. Civic Parkway, Queen Creek, Arizona 85142	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** Town of Queen Creek	**AGENCY CONTACT:** Tiffany Baden
	ADDRESS 22358 S. Ellsworth Rd. Queen Creek, Arizona 85142	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement and Training Overtime
4.	**GUIDELINES:** 405d	
5.	**BRIEFLY STATE PURPOSE OF PROJECT:** Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement and Training throughout the Town of Queen Creek.	

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2027**
I.	**Personnel Services**	$50,526.00
II.	**Employee Related Expenses (18.75%)**	$9,474.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$60,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2027
CURRENT GRANT PERIOD	**FROM:** 10-01-2026	**TO:** 09-30-2027

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $60,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 133

Total Population in city/town or county: 95,000

Total Road Mileage: Highway: 1 Local: 406 Total: 407

	2024	2023	2022
Total Crashes	1545	1329	1239
Total Injury Crashes	260	195	226
Total Fatal Crashes	2	8	6
Total Impaired-related Crashes	34	34	36
Total Impaired-related Serious Injuries	2	8	2
Total Impaired-related Fatalities	2	3	4
Total Speed-related Crashes	515	419	N/A
Total Speed-related Serious Injuries	3	8	N/A
Total Speed-related Fatalities	0	5	5

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

In 2025, the Queen Creek Police Department (QCPD) Vehicular Crimes Unit (VCU) investigated ten major injury or fatal collisions, a decrease from twelve in 2024. Of the ten investigations in 2025, impairment was confirmed as a contributing factor in five cases. While the overall number of serious collisions declined, impaired driving continues to represent a significant public safety concern within the community. Additionally, Queen Creek schools have reported concerns related to underage vaping, particularly involving THC products. Despite marijuana being legal for adults over the age of 21, misuse among juveniles remains problematic. This is seen with adults as QCPD reported a 13% increase in DUI drug arrests in 2025, following a 21% increase in 2024.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement and Training throughout the Town of Queen Creek.

How Agency Will Solve Problem with Funding:

These resources will support the Queen Creek Police Department's involvement in DUI task force operations within the East Valley, as well as provide educational opportunities to the community during special events. These efforts align with the goals of state and national impaired driving campaigns. Since QCPD started in 2022, they continue to grow to keep up with the continued growth of the Town.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 5% from 45 during calendar year 2025 to 42 by December 31, 2027.

To decrease the number of serious injuries in impaired driving-related crashes 5% from 3 in calendar year 2025 to 2 by December 31, 2027.

To decrease the number of fatalities in impaired driving-related crashes 5 % from 2 in calendar year 2025 to 1 by December 31, 2027.

Grant Agreement Objectives:

To participate in a minimum of 5 DUI saturation patrols per quarter during FFY 2027.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2027.

Additional Grant Agreement Objectives:

1. To use existing Drug Recognition Expert (DRE) Instructors within QCPD to host an Advanced Roadside Impaired Driving Enforcement (ARIDE) class is planned in the 2027 grant cycle.

2. To organize a Drug Impairment Training for Educational Professionals referred to as DITEP, training for the schools in Queen Creek (Public and Charter) in 2027.

The holiday's enforcement mandatory details include: St. Patrick's Day, Cinco de Mayo, Memorial Day, Independence Day, Labor Day, Halloween, and the Thanksgiving through New Year's details.

Note: Any enforcement details requested outside of the holidays listed above must receive prior approval from the GOHS Director. A "Special DUI Detail Form" must be submitted at least one (1) week in advance for review. Additionally, your agency must ensure that funding will not be depleted and funding is available during the grant cycle for the holidays listed above.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement and Training throughout the Town of Queen Creek.

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

MEDIA RELEASE:

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

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

The holidays enforcement mandatory details include: St. Patrick's Day, Cinco de Mayo, Memorial Day, Independence Day, Labor Day, Halloween, and the Thanksgiving through New Year's details.

Note: Any enforcement details requested outside of the holidays listed above must receive prior approval from the GOHS Director. A **"Special DUI Detail Form"** must be submitted at least one (1) week in advance for review. Additionally, your agency must ensure that funding will not be depleted and funding is available during the grant cycle for the holidays listed above.

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

METHOD OF PROCEDURE:

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

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

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval

prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2026)	January 30, 2027
2nd Quarterly Report and RCI (January 1 to March 31, 2027)	April 20, 2027
3rd Quarterly Report and RCI (April 1 to June 30, 2027)	July 20, 2027
4th Quarterly Report and RCI (July 1 to September 30, 2027)	**October 15, 2027**
Final Statement of Accomplishments	**October 15, 2027**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Randy Brice, Chief, Queen Creek Police Department, shall serve as Project Director.

Tiffany Baden, Management Analyst, Queen Creek Police Department, shall serve as Project Administrator.

Justin Ramirez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

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

PROGRAM MONITORING:

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

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

Program monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date

	and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$50,526.00
II.	Employee Related Expenses (ERE) (18.75%)	$9,474.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$60,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Queen Creek Police Department shall absorb any and all expenditures in excess of $60,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

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

IX. Copyrights and Patents

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

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

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

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

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

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

XIII. Political Activity (HATCH ACT)

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Certification on Conflict of Interest

General Requirements

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

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

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

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

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

Disclosure Requirements

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

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

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

(a) terminate the award, or

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

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

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

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

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

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature of Project Director:

Randy Brice, Chief
Queen Creek Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Bruce Gardner, Town Manager
Town of Queen Creek

_____

_____
Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***Unique Entity Identifier:***

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** **B. FEDERAL FUNDS:**

   Authorization to Proceed Date **$60,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

_____ _____

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

Approval Date

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: RANDY BRICE, CHIEF OF POLICE

RE: CONSIDERATION AND POSSIBLE ACCEPTANCE OF A GRANT FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY TO SUPPORT PERSONNEL SERVICES (OVERTIME), EMPLOYEE RELATED EXPENSES, AND MATERIAL/SUPPLIES TO ENHANCE SELECTIVE TRAFFIC ENFORCEMENT (STEP) THROUGHOUT THE TOWN OF QUEEN CREEK IN AN AMOUNT NOT TO EXCEED $111,660, AND APPROVAL OF A BUDGET ADJUSTMENT FROM THE GRANT CONTINGENCY FUND IN THE AMOUNT OF $111,660.

DATE: October 21, 2026

Suggested Action:

Staff recommends acceptance of a grant from the Arizona Governor's Office of Highway Safety to support Personnel Services (Overtime), Employee Related Expenses, and material/supplies to enhance Selective Traffic Enforcement (STEP) throughout the Town of Queen Creek in an amount not to exceed $111,660, and approval of a budget adjustment from the grant contingency fund in the amount of $111,660.

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Effective Government (Financial Stability & Intergovernmental Relations)

Project Information:

None

Discussion:

The Queen Creek Police Department (QCPD) recommends accepting a $111,660 federal grant awarded through the Arizona Governor's Office of Highway Safety (GOHS) under the 402 Police Traffic Services Program. Grant Agreement 2027-PTS-060 will support Selective Traffic Enforcement Program (STEP) overtime operations, associated employee-related expenses, and the purchase of additional equipment. The grant will expand QCPD's ability to conduct focused traffic enforcement and collect objective speed data to guide officer deployment. These efforts support the program's goal of reducing traffic fatalities and injuries associated with speeding, aggressive driving, red light running, and other risky driving behaviors through enforcement, education, and public awareness.

Background and Need

Queen Creek's continued population growth and increasing regional traffic volumes place growing demands on the Town's roadway network and traffic enforcement resources. In 2025, QCPD responded to 1,622 non-injury collisions, 45 DUI-related collisions, and four fatal collisions. The grant's performance measures identify 578 speeding-related crashes, three serious injuries in speeding-related crashes, and two speeding-related fatalities during that year.

The majority of the $111,660 grant will directly support additional enforcement activity. Specifically, $84,000 is allocated to officer overtime and associated Employee Related Expenses (ERE), allowing QCPD to conduct additional patrols, participate in traffic enforcement task force operations, and carry out focused High Visibility Enforcement (HiVE) deployments. This funding will increase the department's capacity to address documented traffic concerns, conduct coordinated enforcement during holidays and other high-risk periods, and maintain a visible presence at locations experiencing recurring speeding and dangerous driving behaviors.

To guide these activities, QCPD has been using Stalker Street Dynamics Traffic Data Intelligence to evaluate roadway conditions and focus enforcement resources. This technology uses roadside radar data collectors to capture traffic volume, traffic flow, average speeds, speed variations, and patterns by time of day and day of the week. The devices collect aggregate traffic information without identifying individual drivers or vehicles. This information helps the department identify recurring speeding patterns and determine where and when additional patrols and focused enforcement can provide the greatest benefit.

The program combines traffic data collection with analysis and directed enforcement. Analysts evaluate information collected at selected locations, and Traffic Unit supervisors use the findings to plan patrols, task force activities, and HiVE deployments. Examining traffic patterns over time allows the department to distinguish isolated observations from recurring problems and identify specific periods when speeding is most prevalent. Grant-funded overtime provides the staffing capacity to translate those findings into additional enforcement activity.

The technology also strengthens QCPD's response to traffic complaints from residents, neighborhood groups, and other community stakeholders. Data collection allows the department to evaluate reported concerns objectively and explain what the findings show. When the information confirms a speeding problem, supervisors can develop a targeted response. When collected data do not substantiate the reported pattern, the department can communicate those findings and prioritize enforcement resources where documented risks are greater. This approach supports meaningful responses to community concerns while reducing time spent on deployments that may provide limited benefit.

Continued data collection also provides a basis for comparing traffic conditions before and after enforcement, assessing whether speeding patterns persist, and adjusting deployment strategies. These findings help police leadership and elected officials explain traffic safety priorities, resource allocation, and the basis for enforcement decisions. The information can also inform broader discussions about traffic operations and long-term roadway planning.

The remaining $27,660 will fund additional data collector radars to expand the department's ability to assess traffic conditions and identify enforcement priorities. Together, the technology and staffing investments will strengthen QCPD's ability to identify traffic safety concerns, deploy personnel at the most appropriate locations and times, and evaluate the results. These resources will support focused speed enforcement throughout the federal fiscal year 2027 and advance the grant's goals of reducing speeding-related crashes, serious injuries, and fatalities.

Use of Grant Funding

The $111,660 grant will be allocated as follows:

- Personnel Services (Overtime): $70,737 to support STEP and speed enforcement activities.
- Employee Related Expenses: $13,263, with an identified rate of 18.75%, to support employee-related costs associated with grant-funded overtime.
- Materials and Supplies: $27,660 to purchase data collector radars for STEP and speed enforcement activities.

No funding is allocated to professional and outside services, travel, or capital outlay. Grant-funded overtime will increase enforcement capacity during high-risk periods. Data collector radars will

provide objective information to help identify speeding patterns, prioritize enforcement locations, and support deployment decisions.

Grant Objectives and Measures

QCPD will pursue the following objectives during the grant cycle (October 1, 2026 – September 30, 2027):

Crash Reduction Goals

The grant establishes the following goals for achievement by December 31, 2027, using calendar year 2025 baselines:

- Decrease speeding-related crashes by 5%, from 578 to 549.
- Decrease serious injuries in speeding-related crashes by 33%, from three to two.
- Decrease fatalities in speeding-related crashes by 50%, from two to one.

Enforcement and Training Objectives

- Conduct targeted speed enforcement at least four times per month during federal fiscal year 2027.
- Increase traffic contacts by 10% during the grant cycle.
- Offer a RADAR/LIDAR training course during FY27 for QCPD personnel, including newly hired and lateral officers, using certified instructors assigned to the Traffic Unit.

Reporting and Oversight

QCPD will comply with all GOHS administrative, financial, training, procurement, and performance reporting requirements:

- Quarterly Reports and Reports of Costs Incurred (RCIs) with original signatures.
- Maintaining records that substantiate grant expenditures
- Final Statement of Accomplishments submitted by October 15, 2027.
- Entry of enforcement statistics, including task force operations and other enforcement details into the GOHS online reporting system.
- Maintain required training documentation for personnel using grant-funded speed detection devices and follow applicable procurement requirements.
- Participation in GOHS monitoring, which may include financial and operational records reviews, progress evaluations, and in-house or on-site reviews.

Media and Community Engagement

As required, QCPD will prepare a press release announcing the award, identifying the project's objectives, and acknowledging GOHS funding. The release will be submitted to the GOHS Director for approval before distribution to the media.

Campaign outreach will include information about planned enforcement activities, relevant traffic safety data, and the financial, legal, and human consequences of speeding. These efforts will support public awareness of traffic risks and encourage safer driving throughout the Town.

Fiscal Impact:

These funds were not originally budgeted as part of the FY 2026-27 Police Department budget.

This federal grant was awarded by the Governor's Office of Highway Safety (GOHS) under the 402 Police Traffic Services (PTS) Program to support the Selective Traffic Enforcement Program (STEP) overtime operations. The grant specifically provides $111,660 in federal funding administered by GOHS, consisting of $70,737 for enforcement overtime, $13,263 for employee-related expenses, and

$27,660 for the data collector radars.

The total grant award of $111,660 covers these overtime, ERE, and equipment expenses during the grant period of October 1, 2026, through September 30, 2027. A budget adjustment from the Town's grant contingency fund in the amount of $111,660 is necessary to accept and execute this grant.

Eligible expenditures will be submitted to GOHS for reimbursement with the required supporting documentation.

Alternatives:

The Council could choose not to accept the agreement/funds in its entirety and continue with existing funding in the current budget for enforcement activities related to speeding, aggressive driving, red light running, and other risky driving behaviors.

Attachment(s):

1. Queen Creek PD 2027-PTS-060.pdf

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

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

	FAIN: 69A37527300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Queen Creek Police Department	**GOHS GRANT NUMBER:** **2027-PTS-060**
	ADDRESS 20727 E. Civic Parkway, Queen Creek, Arizona 85142	**PROGRAM AREA:** **402-PTS**
2.	**GOVERNMENTAL UNIT** Town of Queen Creek	**AGENCY CONTACT:** Tiffany Baden
	ADDRESS 22358 S. Ellsworth Rd. Queen Creek, Arizona 85142	**3. PROJECT TITLE:** STEP Enforcement Overtime, and Materials and Supplies (Data Collector Radars)
4.	**GUIDELINES:** 402–Police Traffic Services (PTS)	
5.	**BRIEFLY STATE PURPOSE OF PROJECT:** Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Data Collector Radars to enhance STEP Enforcement throughout the Town of Queen Creek.	

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2027**
I.	**Personnel Services**	$70,737.00
II.	**Employee Related Expenses (18.75%)**	$13,263.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$27,660.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$111,660.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2027
CURRENT GRANT PERIOD	**FROM:** 10-01-2026	**TO:** 09-30-2027

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $111,660.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 133

Total Population in city/town or county: 95,000

Total Road Mileage: Highway: 1 Local: 406 Total: 407

	2024	2023	2022
Total Crashes	1545	1329	1239
Total Injury Crashes	260	195	226
Total Fatal Crashes	2	8	6
Total Impaired-related Crashes	34	34	36
Total Impaired-related Serious Injuries	2	8	2
Total Impaired-related Fatalities	2	3	4
Total Speed-related Crashes	515	419	N/A
Total Speed-related Serious Injuries	3	8	N/A
Total Speed-related Fatalities	0	5	5

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

In 2025, the Queen Creek Police Department (QCPD) responded to various traffic incidents, with 1,622 non-injury, 45 DUI-related, and 4 fatal collisions. Speed was a contributing/associated factor in three of the fatal accidents. This highlights the ongoing traffic safety issues within the town, particularly along key corridors like Ironwood and Ellsworth, as well as feeder streets such as Meridian and Signal Butte, which have seen increased traffic following the opening of State Route 24. To better target enforcement and improve traffic safety, the QCPD has invested in new technology. In 2025, the department purchased 15 permanent speed trackers and 6 portable trackers. These devices will be used to collect speed data across the town.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Data Collector Radars to enhance STEP Enforcement throughout the Town of Queen Creek.

How Agency Will Solve Problem with Funding:

Due to rapid population growth and expanding traffic volumes along major corridors, QCPD must strategically deploy limited enforcement resources. Grant-funded overtime increases enforcement capacity during high-risk periods, while speed-tracking devices provide objective traffic data that allow supervisors to deploy officers to locations and times where speeding is most prevalent.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of speeding traffic-related crashes 5% from 578 during calendar year 2025 to 549 by December 31, 2027.

To decrease the number of serious injuries in speeding traffic-related crashes 33% from 3 in calendar year 2025 to 2 by December 31, 2027.

To decrease the number of fatalities in speeding traffic -related crashes 50% from 2 in calendar year 2025 to 1 by December 31, 2027.

Grant Agreement Objectives:

Conduct targeted speed enforcement efforts a minimum of 4 times per month during FFY 2027.

Additional Grant Agreement Objectives:

1. The QCPD will offer a RADAR/LIDAR training course for all QCPD personnel and new officers (Lateral/New Hire) during 2026 grant cycle. Certified instructors in the Traffic Unit will accomplish this.

2. The QCPD will increase traffic contacts by 10% during the grant cycle.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Data Collector Radars to enhance STEP Enforcement throughout the Town of Queen Creek.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

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

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

The holidays enforcement mandatory details include: St. Patrick's Day, Cinco de Mayo, Memorial Day, Independence Day, Labor Day, Halloween, and the Thanksgiving through New Year's details.

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Data Collector Radars

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT –

Requirements for Speed Detection Devices:
The Queen Creek Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Grant agreement implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Queen Creek Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

METHOD OF PROCUREMENT:

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

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2026)	January 30, 2027
2nd Quarterly Report and RCI (January 1 to March 31, 2027)	April 20, 2027
3rd Quarterly Report and RCI (April 1 to June 30, 2027)	July 20, 2027
4th Quarterly Report and RCI (July 1 to September 30, 2027)	**October 15, 2027**
Final Statement of Accomplishments	**October 15, 2027**

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Randy Brice, Chief, Queen Creek Police Department, shall serve as Project Director.

Tiffany Baden, Management Analyst, Queen Creek Police Department, shall serve as Project Administrator.

Justin Ramirez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROGRAM MONITORING:

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

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

Program monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review

Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$70,737.00
II.	Employee Related Expenses (ERE) (18.75%)	$13,263.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Data Collector Radars**	$27,660.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$111,660.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Queen Creek Police Department shall absorb any and all expenditures in excess of $111,660.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

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

IX. Copyrights and Patents

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

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

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

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

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

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

XIII. Political Activity (HATCH ACT)

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Certification on Conflict of Interest

General Requirements

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

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

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

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

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

Disclosure Requirements

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

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

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

(a) terminate the award, or

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

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

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

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

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

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature of Project Director:

Randy Brice, Chief
Queen Creek Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Bruce Gardner, Town Manager
Town of Queen Creek

_____

_____
Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***Unique Entity Identifier:***

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** **B. FEDERAL FUNDS:**

   Authorization to Proceed Date **$111,660.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the administration of the State Highway Safety Agency

_____ _____

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

Approval Date

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: RANDY BRICE, CHIEF OF POLICE

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A RENEWED DATA ACCESS/EXCHANGE AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR QUEEN CREEK POLICE DEPARTMENT ACCESS TO THE CRASH RECORDS INFORMATION SYSTEM (CRIS) AND ARIZONA CRASH INFORMATION SYSTEM (ACIS) TO SUBMIT ELECTRONIC CRASH RECORDS AND ACCESS, RETRIEVE, AND ANALYZE CRASH DATA FOR TRAFFIC SAFETY PURPOSES.

DATE: October 21, 2026

Suggested Action:

Staff recommends approval of a renewed Data Access/Exchange Agreement with the Arizona Department of Transportation (ADOT) for Queen Creek Police Department access to the Crash Records Information System (CRIS) and Arizona Crash Information System (ACIS) to submit electronic crash records and access, retrieve, and analyze crash data for traffic safety purposes.

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Effective Government (Intergovernmental Relations)

Discussion:

The Queen Creek Police Department (QCPD) relies on electronic crash reporting and access to crash data to support traffic safety analysis, focused enforcement, and efficient records management. The Town entered into a Data Access/Exchange Agreement with the Arizona Department of Transportation (ADOT) in 2021 to establish access to state crash reporting and information systems. The proposed agreement renews this relationship and maintains the Department's ability to submit electronic crash records and retrieve and analyze crash information for traffic safety purposes.

The previous agreement referenced ADOT's Accident Location, Identification and Surveillance System (ALISS) and the Arizona Crash Information System (ACIS). The proposed agreement identifies the Crash Records Information System (CRIS) for electronic crash record submission and retrieval, while continuing to provide access to ACIS for crash data queries and safety analysis.

Continued access supports QCPD's ability to identify crash trends, evaluate contributing factors, and determine where focused traffic safety efforts are needed. This information helps the Department prioritize high-risk locations, direct traffic enforcement and High Visibility Enforcement (HiVE) deployments, and evaluate whether those efforts are associated with changes in crash patterns. Crash data also supports transportation planning by helping inform the evaluation of roadway and intersection safety concerns.

Electronic submission allows QCPD to transmit crash records directly to the state through approved connections. Direct system access also allows authorized personnel to retrieve crash information and conduct analysis as needed, reducing reliance on paper submissions and individual requests through

the state's public portal. Maintaining these capabilities supports timely analysis and efficient use of staff resources.

Agreement Terms and Safeguards

The proposed agreement and its addendum provide for electronic submission of crash records to CRIS, retrieval of pertinent crash records and vehicle information from CRIS, and access to ACIS to query and retrieve crash data strictly for safety analysis.

The agreement limits access to authorized personnel and contractors and restricts use of the systems to approved purposes. It establishes requirements for secure equipment and locations, individual user credentials, access controls, and encryption of personal or sensitive information stored or transmitted over external or public networks. Password sharing is prohibited, and arrangements involving third-party processing or use of ADOT data require ADOT approval.

QCPD must maintain a log or register of ADOT records requested and obtained and retain those logs for five years. Other agreement-related records are subject to applicable retention requirements and ADOT inspection and audit. These provisions establish responsibilities for protecting information, documenting access, and maintaining accountability.

The agreement becomes effective upon approval by ADOT's Division Director and execution by both parties and continues for five years unless terminated earlier. The parties may mutually agree to three additional five-year extensions through written amendments. Either party may terminate the agreement upon 30 days' written notice, and ADOT retains authority to suspend or terminate access for unauthorized use or noncompliance.

Fiscal Impact:

No additional funding is required. This agreement renews access to existing state crash reporting and information systems, and QCPD will continue to administer access and related responsibilities using existing resources.

Alternatives:

The Council may choose not to approve the renewal. If QCPD loses system access, the Department would need to submit paper copies of crash reports to the state and request crash data, information, and reports through the standard public portal. This would increase manual processing and administrative workload and limit the Department's ability to retrieve and analyze crash information directly and efficiently.

Attachment(s):

1. 09.18.26-To Entity Review-26-11905-Town of Queen Creek-DAE-DRAFT_2.docx

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No: **26-0011905-I**

Date:

Name of Agency: Town of Queen Creek

Doing Business As: Queen Creek Police Department

Business Address: 20727 Civic Parkway
Queen Creek, AZ 85142

Mailing Address: Same as above

Telephone Number: 480.358.3500

Queen Creek Police Department (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

☒ CRIS Database to submit electronic crash records.

☐ CRIS Database to access and retrieve crash data.

☒ ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363.

Queen Creek Police Department (AGENCY) is authorized to enter into this Agreement pursuant to A.R.S. § 9-240.

The AGENCY (as defined below) hereby requests authorization for connectivity to the CRIS Database and/or ACIS of the Arizona Department of Transportation. The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the CRIS Database and/or the ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

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Definitions

"ACIS" means the Arizona Crash Information System.

"ADOT" means the Arizona Department of Transportation.

"AGENCY" means the **Queen Creek Police Department through the Town of Queen Creek**.

"Agreement" means this Data Access Exchange Agreement.

"Authorized individuals" means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

"Connectivity" means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

"CRIS" means the Crash Records Information System.

"Encrypt" means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

"Parties" means ADOT and the AGENCY, collectively.

"Party" means ADOT or the AGENCY, as the case may be.

"Personal Information" means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

"RACF" means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

"Secure location" means an area designated specifically for authorized individuals to access ADOT's database(s) and to which all unauthorized individuals shall be prohibited from entering.

"Sensitive Information" means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

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Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's CRIS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

Except as required by court order of A.R.S. §§ 39-121 through 39-129, AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

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Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
AZCrashFacts@azdot.gov

To AGENCY at:

Queen Creek Police Department
ATTN: Randy Brice, Chief of Police
20727 Civic Parkway
Queen Creek, AZ 85142
480.358.3340
randy.brice@queencreekaz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such

amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to ADOT all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both Parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

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Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be canceled in accordance with A.R.S. § 38-511.

This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

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

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that

any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

QUEEN CREEK POLICE DEPARTMENT

By _____Date_____
JULIA WHEATLEY
Mayor

ATTEST:

By _____Date_____
BRUCE GARDNER
Town Manager

By _____Date_____
MARIA GONZALEZ
Town Clerk

FOR ADOT USE ONLY

Received by _____Date_____
DAVID PORTER
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by the **Queen Creek Police Department** pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

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AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the **Queen Creek Police Department** (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its CRIS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.

II. ADOT <~~grants~~/does not grant> AGENCY authorization to access its CRIS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.

III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

QUEEN CREEK POLICE DEPARTMENT

By _____Date_____
JULIA WHEATLEY
Mayor

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

ATTEST:

By _____Date_____
BRUCE GARDNER
Town Manager

By _____Date_____
MARIA GONZALEZ
Town Clerk

DRAFT

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: RANDY BRICE, CHIEF OF POLICE

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR PARTICIPATION IN THE MARICOPA COUNTY SHERIFF'S OFFICE SWORN BASIC TRAINING ACADEMY, INCREASING THE NON-REFUNDABLE REGISTRATION FEE FROM $750 TO $1,500 PER RECRUIT, WITH AN AMENDMENT TERM OF JULY 1, 2026, THROUGH MARCH 31, 2029 (BUDGETED ITEM).

DATE: October 21, 2026

Suggested Action:

Staff recommends approval of Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for participation in the Maricopa County Sheriff's Office Sworn Basic Training Academy, increasing the non-refundable registration fee to $1,500 per recruit, with an amendment term of July 1, 2026, through March 31, 2029 (Budgeted item)

Relevant Council Goal(s):

- Safe Community (Public Safety)
- Effective Government (Financial Stability & Intergovernmental Relations)

Discussion:

The Queen Creek Police Department (QCPD) relies on regional academy partnerships to provide basic training for new sworn peace officer recruits. These partnerships support the Department's recruitment and staffing needs by providing access to established training programs without the costs and operational requirements of maintaining a separate academy.

The Town entered into an Intergovernmental Agreement with Maricopa County, executed April 9, 2025, to allow QCPD recruits to attend the Maricopa County Sheriff's Office (MCSO) Sworn Basic Training Academy. This agreement provides an additional training pathway and helps the Department maintain flexibility when scheduling recruits for academy attendance.

The Gilbert Regional Academy remains an option for QCPD recruits. However, Gilbert makes only a limited number of seats available to outside agencies and retains the right to use all available seats for its own recruits. Consequently, QCPD cannot rely exclusively on Gilbert to meet its academy training needs. Maintaining access to MCSO's academy provides an alternative when Gilbert seats are unavailable and helps reduce the potential for delays in training and deploying new officers.

MCSO's academy also offers a lower registration fee. Under the proposed amendment, the MCSO fee will be $1,500 per recruit, compared with $2,500 per recruit at the Gilbert Regional Academy. This represents a registration cost difference of $1,000 per recruit and supports the efficient use of the Department's training budget.

Proposed Amendment

Amendment No. 1 increases the non-refundable registration fee from $750 to $1,500 per recruit, payable to Maricopa County. MCSO has maintained the $750 registration rate for the past five years. The original agreement contemplated annual cost reviews and amendments to address future registration fee increases.

The amendment states a term of July 1, 2026, through March 31, 2029, subject to approval by the Maricopa County Board of Supervisors and the Town of Queen Creek. All other terms and conditions of the original agreement remain unchanged.

Approval will maintain QCPD's access to an established regional training option that supports recruit development, staffing continuity, and interagency cooperation.

Fiscal Impact:

The agreement does not explicitly encumber or allocate any funds. However, it does outline the cost/registration fee for each QCPD recruit who participates in the academy. The amendment increases the non-refundable registration fee by $750 per recruit, from $750 to $1,500. The increased registration costs can be absorbed within QCPD's existing FY 2026/27 budget. No additional funding is requested. Total expenditures will depend on the number of recruits enrolled, and any costs associated with recruit training are already budgeted this fiscal year.

Alternatives:

The Council may choose not to approve the amendment and direct staff to pursue other academy training arrangements. The Gilbert Regional Academy would remain an option, subject to seat availability and its higher registration fee. However, Gilbert's limited availability for outside agencies and its ability to reserve all seats for its own recruits could delay QCPD recruit training. Maintaining the MCSO partnership provides an alternative that reduces reliance on a single academy.

Attachment(s):

1. IGA - Queen Creek PD - Sworn Academy AMENDMENT 1.pdf
2. 2025-042_ IGA_MCSO_Sworn_Academy.pdf

AMENDMENT #1 TO AGREEMENT BETWEEN
MARICOPA COUNTY
AND TOWN OF QUEEN CREEK
FOR MCSO SWORN BASIC TRAINING
C-50-25-087-X-01

This Amendment to the Agreement between the Town of Queen Creek and Maricopa County on behalf of the Sheriff's Office ("MCSO") shall be effective on July 1, 2026, and upon approval of the Maricopa County Board of Supervisors and the Town of Queen Creek.

Recitals

WHEREAS, the County acting on behalf of the Sheriff's Office and the Town of Queen Creek entered into an Agreement ("Initial Agreement") for Sworn Basic Training, executed April 9, 2025, (C-50-25-087-X-00).

WHEREAS, MCSO has maintained a registration rate of $750 per sworn recruit for the past five (5) years.

Agreement

The Term of this Amendment is July 1, 2026, through March 31, 2029.

Parties agree to the following terms:

1. Per #7 under MCSO Will of the Initial Agreement, the non-refundable registration amount will increase from $750 per recruit to $1,500 per recruit, payable to Maricopa County.
2. No other terms and conditions of the Initial Agreement are affected by this amendment.

This section intentionally left blank

(SIGNATURES ON FOLLOWING PAGE)

Amendment #1 to IGA with Town of Queen Creek for Sworn Training Academy

Authorization and Signatures

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

Town of Queen Creek

_____

Julia Wheatley Date
Mayor

_____

Bruce Gardner Date
Town Manager

ATTEST:

_____

Maria Gonzalez Date
Town Clerk

Approved as to form:

_____

Town Attorney Date
Date

Maricopa County, a political subdivision of the State of Arizona

_____

Kate Brophy McGee Date
Chair, Board of Supervisors

ATTEST:

_____

Juanita Garza Date
Clerk of the Board

Maricopa County Sheriff's Office

_____

Jerry Sheridan Date
Sheriff

Approved as to form:

_____

Deputy County Attorney

Board Approved 04/09/2025

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY and TOWN OF QUEEN CREEK REGARDING MARICOPA COUNTY SHERIFF'S OFFICE BASIC TRAINING ACADEMY

C-50-25-087-X-00

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona on behalf of the SHERIFF'S OFFICE, "MCSO," and the TOWN OF QUEEN CREEK "QUEEN CREEK"; collectively referred to as the Parties. Under A.R.S. § 11-952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding QUEEN CREEK's sworn peace officer recruit participation in MCSO's Sworn Basic Training Academy.

RECITALS

MCSO offers Sworn Officer Basic Training Academies on an as-needed basis and generally has space for additional participants; and whereas QUEEN CREEK has sworn employee recruits are required to be trained according to the State of Arizona Peace Officer Standard Training (AZPOST);

Parties agree to the following terms and conditions.

AGREEMENT

This agreement effective April 1, 2025 through March 31, 2027, the Initial Term, upon Maricopa County Board of Supervisor approval.

MCSO will:

1. Provide training space as available for QUEEN CREEK peace officer recruits to attend scheduled Sworn Basic Training Academies.

2. Reserves the right in its sole discretion to decide whether the QUEEN CREEK recruits maintain the academic standings necessary to continue in the Academy class.

3. Retains the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all sworn officer training academy participants.

4. Provide QUEEN CREEK original individual training records for each QUEEN CREEK recruit upon completion of the MCSO Academy or termination of the recruit's attendance at the MCSO Academy. MCSO will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole consistent with the requirements of State law.

5. Treat QUEEN CREEK recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.

6. Require QUEEN CREEK to investigate QUEEN CREEK recruits should a situation arise for an Internal Affairs Investigation concerning the actions of a QUEEN CREEK recruit.

7. Bill QUEEN CREEK a non-refundable registration in the amount of $750, payable to Maricopa County, per QUEEN CREEK recruit.

8. Review its costs annually and, if necessary, process amendments to this Agreement for future increases, not later than April of each fiscal year, to be effective with the new fiscal year.

QUEEN CREEK will:

1. Understand and agree that the curriculum will consist of the standard MCSO training program for MCSO, including MCSO's policies and procedures.

2. Provide worker's compensation insurance, salary, benefits, weapons, ammunition and uniforms for ADC recruits.

3. Ensure its employee participants have received infectious disease testing and required immunizations and have undergone health related pre-requisites applicable to MCSO academy attendees prior to the first day of training. Proof of the preceding will be necessary for the participant's records prior to the academy start.

   Follow CDC and Maricopa County guidelines concerning COVID-19.

4. Pay MCSO within 30 days of receipt of invoice.

5. Accept that there is no guarantee that any minimum number of candidates from the QUEEN CREEK will be accepted to attend the academy. MCSO candidates have enrollment priority and enrollment is based on MCSO's determination of appropriate space/resource availability.

The Parties agree:

1. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage,, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in this Agreement.

3. Parties acknowledge that under this IGA no employee or participant of QUEEN CREEK is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. QUEEN CREEK shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto. Paradise Valley shall also be responsible for automobile liability for its recruits and employees related to participation in Sworn Training Academy activities.

4. Each party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §§ 41-4401 and 23-214(A). Each party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other party upon request. These warranties shall remain in effect through the term of this Agreement. Each party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each party and its subcontractors shall be given reasonable notice of the other party's intent to inspect and shall make the documents available at the time and date specified. Should either party find that the other party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement and may pursue any and all remedies allowed by law or equity. Nothing set out herein shall make any subcontractor an agent or employee of either party.

5. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local government's whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

6. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State of Arizona for six (6) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.

7. Any litigation arising from the agreement or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.

8. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Board approval.

9. This IGA may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two (2) months in advance of the requested date of termination. In the event that a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruits' training is completed, provided that MCSO continues to have sufficient staffing and other resources to continue the training until that date.

10. Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity

or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

11. This IGA is effective when signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

12. This document is the complete and exclusive statement of understanding between the parties, and it supersedes all proposals, oral or written, and other documents or communications between the parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

13. Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

14. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.

15. This Agreement will automatically renew for up to two, one-year terms following the Initial Term, unless either party provides notice to terminate, per Section 8., above.

This section intentionally left blank

[SIGNATURES ON FOLLOWING PAGE]

IGA for MCSO Sworn Training Academy

Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:

Chief of Administration
Maricopa County Sheriff's Office
550 W Jackson, 5th Floor
Phoenix, AZ 85003

If to QUEEN CREEK:

Kerry Wells
Chief Procurement Officer
Procurement Services
701 E. 1645 W. Jefferson Street, MC 55302
Phoenix, AZ 85034

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

Town of Queen Creek

3/20/2025
Julia Wheatley — Date
Town Mayor

Bruce Gardner (Mar 20, 2025 15:11 PDT) — 03/20/2025
Bruce Gardner — Date
Town Manager

ATTEST:

03/20/2025
Maria Gonzalez — Date
Town Clerk

Maricopa County, a political subdivision of the State of Arizona

Apr 17, 2025
Thomas Galvin — Date
Chairman

ATTEST:

Juanita Garza (Apr 17, 2025 15:55 PDT) — Apr 17, 2025
Juanita Garza — Date
Clerk of the Board

Maricopa County Sheriff's Office

4-15-25
Jerry Sheridan — Date
Sheriff

Intergovernmental Agreement Determination

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined the Agreement is in appropriate form and is within the powers and authority of the respective parties.

Town of Queen Creek Attorney

03/20/2025
Town Attorney — Date

Maricopa County Attorney

Davina Bressler (Apr 9, 2025 12:39 PDT) — Apr 9, 2025
Deputy County Attorney — Date

7.G

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: VANCE GRAY, FIRE CHIEF, ANDREW MARLAR, DEPUTY FIRE CHIEF

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHANDLER FOR BACK UP AMBULANCE SERVICES.

DATE: October 21, 2026

Suggested Action:

Move to approve the Intergovernmental Agreement with the City of Chandler for as needed back up ambulance transportation services and authorize the Mayor to execute the required documents.

Relevant Council Goal(s):

KRA 9: Public Safety (Fire, Emergency Services, and Police/Sheriff)

Discussion:

In 2016, the Town of Queen Creek received a CON from the Arizona State Department of Health Services to provide ambulance transportation services. As surrounding municipalities have started their own Fire Department-run emergency transport system (ETS), backup agreements have been put in place to ensure ambulance transportation resources can be shared between municipalities during high call volume. The City of Chandler is starting its own fire-based Emergency Transport System with a go-live date of January 1, 2027, and is requesting a backup agreement with the Town of Queen Creek through an IGA. Queen Creek already has these agreements in place with the Town of Gilbert, the City of Mesa, and the Superstition Fire and Medical District.

Fiscal Impact:

This agreement has no negative fiscal impact. The City of Chandler will bill the end user for any transports they do resulting from aid provided under the agreement. Queen Creek would do the same for any transports provided by QCFMD.

Alternatives:

The Town Council could choose not to approve this agreement. In this case, the Town and the City of Chandler would not enter into a backup ambulance agreement.

Attachment(s):

1. City of Chandler - IGA Ambulance Backup_Final.pdf

INTERGOVERNMENTAL AGREEMENT FOR BACK-UP AMBULANCE SERVICES BETWEEN THE CITY OF CHANDLER AND TOWN OF QUEEN CREEK

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of January 1, 2027 ("Effective Date") between the CITY OF CHANDLER, an Arizona municipal corporation ("Chandler"), and Town of Queen Creek, a political subdivision of the State of Arizona ("Queen Creek"), collectively known herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (A.R.S.) §§ 11-951 through 11-954, as amended, and Arizona Administrative Code Title 9, Chapter 25; and

WHEREAS, the Parties provide ambulance service within their respective jurisdictions; and

WHEREAS, on April 1, 2026, the Arizona Department of Health Services granted Chandler's application for an initial Certificate of Necessity ("CON") to provide ambulance services (CON 162); and

WHEREAS, the Arizona Department of Health Services has granted Queen Creek's application for a CON to provide ambulance services (CON 144); and

WHEREAS, the Parties recognize the occurrence of a major emergency or simultaneous emergencies could overtax available equipment and resources within their respective CON service areas; and

WHEREAS, the Parties desire to provide ambulance services to each other in times of peak overload, simultaneous emergencies, and when resources are otherwise overtaxed;

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

AGREEMENT

ARTICLE 1 - TERM

1.1 Term. This Agreement begins on the Effective Date of this Agreement, continuing for a term of five years and automatically renewing for an additional five-year period unless terminated. Either Party may terminate this Agreement with ninety (90) days written notice.

ARTICLE 2 - DUTIES AND LIMITATIONS

2.1 Services provided. Subject to such limitations as may be imposed by law and this Agreement, the Parties are authorized and empowered to provide Advanced Life Support ("ALS") and Basic Life Support ("BLS") ambulance services in each other's CON areas, as requested by the other Party, to cover responses during times of peak overload, simultaneous emergencies, major emergencies or when resources are otherwise overtaxed.

2.2 Requests.

A. The "Requesting Agency" is the Party requesting medical transportation services assistance under this Agreement. The "Answering Agency" is the Party that responds to the request for emergency medical services or non-emergency medical services.

B. An authorized official representing a Requesting Agency will make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency are subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency. Any request for assistance should include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency will determine the type and quantity of equipment and personnel to be furnished. The equipment and personnel of the Answering Agency will always be under the supervision and control of the official(s) of that Answering Agency. When emergency medical services are requested, the Answering Agency will have its personnel report to the Incident Commander ("IC") or other scene commander at the location to which the equipment and personnel are dispatched. All activities must be coordinated with the IC. Though coordination of activities occurs by the IC, the equipment and personnel of the Answering Agency are under the ultimate supervision of the designated personnel of the Answering Agency. Answering Agency personnel will coordinate the Answering Agency's efforts with the IC.

C. At no time will the Answering Agency be expected to operate contrary to standing orders or protocols of its Base Hospital Medical Director, organizational policies, operating licenses, or federal or state regulations, except as specifically provided for in writing by local, state or federal authority.

D. If at any time the Answering Agency responds to a mutual aid call for emergency medical services where the Requesting Agency is not at the scene, the Answering Agency will follow the treatment protocols and procedures of its Base Hospital Medical Director or other medical control, pursuant to the applicable Incident Command System. Response personnel will contact the medical base of their own Agency for further orders and designation sites.

E. The personnel of each Party, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, retains all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Party. Additionally, the Answering Agency's Base Hospital Medical Director and appropriate medical protocols govern the Answering Agency's actions.

F. The Answering Agency is responsible for all patient and third-party billing and agrees that the rates to be billed will comply with applicable laws.

ARTICLE 3 - MISCELLANEOUS

3.1 Headings. Section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement in any way.

3.2 Entire Agreement: Modification. This Agreement contains the complete expression of the

agreement between the Parties with respect to the Agreement subject matter and there are no promises, representations, or inducements except as provided in the Agreement. The terms and provisions of this Agreement may not be modified, supplemented, or amended except in writing signed by both Parties. All terms and provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by the respective successors and permitted assigns of the Parties.

3.3 No Waiver. A party's failure to enforce, at any time or for any period of time, any provision or right under this Agreement does not constitute a waiver of the party's provision or right thereafter to enforce each and every such provision.

3.4 Governing Law. This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Arizona notwithstanding any conflict of law principals. Any action brought to interpret or enforce any provision of this Agreement, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County. The prevailing party in any litigation concerning this Agreement is entitled to reimbursement of its reasonable costs, including legal and accounting fees, incurred in connection with any such matter.

3.5 Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended.

3.6 Performance: Indemnification and Joint Defense. In regard to performance of this Agreement, Chandler and Queen Creek both agree to indemnify, defend, and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, suits, damages, liabilities, losses, costs, and expenses (hereinafter collectively referred to as "Claims") arising out of, directly or indirectly, or resulting from (i) damage to, or loss of use of, the other Party's property incurred by reason of the negligent act or omission of the indemnifying Party, (ii) injury or death of a third party which is a result of the negligent act or omission of the indemnifying party in the course of performance of this Agreement, or (iii) the indemnifying Party's failure to comply with any applicable laws or regulations. Nothing herein will be construed to modify the gross negligence standard of A.R.S. § 48-818. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to discuss a common and mutual defense including proportionate liability and proportionate payment of litigation fees, expenses and damages. The Parties when involved in a Claim or Claims brought by a third party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties may agree to have one lawyer jointly represent the defendants in the lawsuit. The obligations under this Section shall survive the termination or expiration of this Agreement.

3.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which together constitutes one and the same instrument. 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.

3.8 Notices. All notices, other than Requests as outlined above, from the Parties must be mailed or hand-delivered to:

If to City: City of Chandler
Attn: Fire Chief

151 East Boston Street
Chandler, AZ 85225

Copy to: City of Chandler
Attn: City Attorney
175 S. Arizona Ave.
Chandler, AZ 85225

If to Other Agency: Town of Queen Creek
Attn: Fire Chief
22358 S. Ellsworth Rd
Queen Creek, AZ 85142

Copy to: Town of Queen Creek
Attn: Town Attorney
22358 S. Ellsworth Rd
Queen Creek, AZ 85142

3.9 HIPAA. Each Party agrees to comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health inforn1ation ("PHI") that is collected, processed, or learned as a result of this Agreement. Each Party agrees not to use or disclose PHI except as permitted by law. The Parties agree to enter into a Business Associate Agreement with each other if required by law.

3.10 Privacy-Confidential Information. Each Party acknowledges that its employees or agents may, in the performance of its obligations under this Agreement, come into possession of information that is confidential or privileged. In that event, the Party will maintain the private or confidential nature of that information, and comply with state and federal law, including any requirements imposed by HIPAA.

3.11 Legal Arizona Workers Act. To the extent applicable, the Parties are required to comply with A.R.S. § 41-4401, and warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41- 4401, and with the verification requirements of A.R.S. § 23-214(A) (together the "state and federal immigration laws"). Both Parties agree to ensure that each subcontractor that performs any work on their behalf under this Agreement likewise complies with the state and federal immigration laws. A breach by either Party of a warranty regarding compliance with the state and federal immigration laws is a material breach of the Agreement and the breaching Party may be subject to penalties up to and including termination of the Agreement. Each Party retains the legal right to inspect the documents of any contractor or subcontractor employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

3.12 Non-Appropriation. This Agreement is subject to available funding for either Party and nothing in this Agreement binds the other Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

3.13 Property. While not anticipated, pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination, any property contributed by either Party will be returned to the respective Party.

3.14 Capitalized Terms. To the extent not defined herein, capitalized terms in this Agreement have the same meaning as provided in A.R.S. § 36-2201 and/or A.A.C. §§ R9-25-101 and R9-25-901, as applicable.

3.15 No Third-Party Beneficiaries. The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-party beneficiary, nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

3.16 Compliance with Laws. The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

3.17 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Agreement which remains in effect without the invalid provision or application.

3.18 Worker's Compensation. Each Party shall comply with the notice requirements of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have placed signatures on the day and year noted below.

City of Chandler, an Arizona municipal corporation

By: _____
Kevin Hartke
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS IGA 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 CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA

APPROVED AS TO FORM:

By: _____
City Attorney

Town of Queen Creek, an Arizona municipal corporation

By:_____

Mayor

Date: _____

ATTEST:

By: _____
Town Clerk

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS IGA 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 MARICOPA UNDER THE LAWS OF THE STATE OF ARIZONA

APPROVED AS TO FORM:

By: _____
Town Attorney

7.H

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: KENNY STIMSON - INTERIM DIRECTOR, PUBLIC WORKS

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH PARTICIPATING ARIZONA CITIES, TOWNS, AND THE TRIBAL NATION FOR TRANSPORTATION MUTUAL AID.

DATE: October 21, 2026

Suggested Action:

Consideration and possible approval of an Intergovernmental Agreement (IGA) with participating Arizona cities, towns, and the tribal nation for Transportation Mutual Aid.

Relevant Council Goal(s):

Effective Government - KRA Sustainability

Discussion:

The proposed Intergovernmental Agreement for Transportation Mutual Aid establishes a formal framework through which participating Arizona cities, towns, and the Salt River Pima- Maricopa Indian Community, may request and provide mutual aid related to solid waste collection and transportation services. The agreement is designed to ensure that jurisdictions have access to additional equipment, staff, and supplies during emergencies or situations where their own resources are insufficient.

Although one of the services provided by this IGA references solid waste collection equipment, the main use of this IGA by the Town of Queen Creek would be for the types of transportation and heavy equipment that may be needed by the Streets Division in case of emergency response, such as wheel loaders, excavators, vacuum trucks, dump trucks and bulldozers. Since the Town of Queen Creek (QC) contracts for solid waste services with Waste Connections and they are contractually obligated to provide emergency services for collection and disposal, there is not a need for the typical solid waste equipment. However, the solid waste departments from the other participating agencies have access to the heavy equipment listed above, so we recommend entering into this IGA for that component.

An example of an emergency response for which QC could utilize this IGA would be if there was a significant storm event that occurred in the East Valley and we needed more equipment and resources, and the West Valley was not affected, we could request equipment and/or personnel from the West Valley cities and vice versa.

The agreement's term runs from July 1, 2026 through June 30, 2031, with an option for a single five-year extension. Parties may withdraw with 30 days notice, and new jurisdictions may join if approved by all existing participants and added to Appendix A by the Managing Entity (City of Avondale). The first IGA was signed by QC in 2016, with an extension in 2021, so this is the 3rd such IGA for the participating agencies.

There is no cost for this IGA until such time as a participating agency requests and receives the

mutual aid from another party. Also, there is no mandate for the Town of Queen Creek to supply mutual aid to another jurisdiction, unless QC has the capacity to do so.

The IGA lays out a structured process for requesting aid. A jurisdiction needing assistance must specify the nature of the need, the resources required, and the expected duration. Receiving jurisdictions must respond within 48 hours, and have sole discretion regarding whether they can supply aid based on their operational needs. Aid may be withdrawn with 24 hours notice.

The IGA also outlines liability and risk provisions. Each Party indemnifies others for claims arising from its own negligence. Worker's compensation responsibility remains with each jurisdiction for its employees. Insurance requirements remain at each Party's discretion, including self-insurance.

Appendix A lists all 11 current participating jurisdictions, including the Town of Queen Creek.

Fiscal Impact:

There is no fiscal impact to the Town by approving the Transportation Mutual Aid IGA. Fiscal impacts will only be incurred should the Town experience an incident which requires utilization of the IGA to request additional resources from other IGA participants.

Alternatives:

Council could decide not to proceed with the attached IGA; however, this is just another method to quickly procure equipment and resources during large scale events such as storms or equipment breakdowns

Attachment(s):

1. IGA - Waste Collection and Transportation Mutual Aid 2026(43679.3).pdf

INTERGOVERNMENTAL AGREEMENT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID

This Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid (this "Agreement") is entered into by and amongst the participating Arizona cities, towns, and the tribal nation listed in Appendix-A to this Agreement, and as later added pursuant to Section 3.2 below (collectively, the "Participating Entities). The Participating Entities may also be referred to herein collectively as "Parties" and individually as a "Party."

1. Definitions

Aiding Party means the Party supplying Resources to a Requesting Party.

Authorized Designee means a Party's employee that is authorized to request aid or supply aid under this Agreement.

Backfill Costs means the compensation of the Aiding Party's replacement personnel who perform the regular duties of other personnel who are deployed to supply aid to a Requesting Party under this Agreement.

Costs mean the actual expenditures of funds by a Party supplying aid, including Backfill Costs and Indirect Costs.

Equipment means mechanical equipment and vehicles including but not limited to automated side loaders, bin/barrel delivery vehicles, front loaders, rear loaders, backhoes, front-end load tractors, pick-up trucks, mobile equipment, trailers, and dump trucks.

Indirect Costs means ten percent (10%) of the total expenditure of funds by the Aiding Party.

Inventory means non-mechanical equipment and containers including but not limited to large-volume containers, bins, and roll-off containers

Managing Entity means the City of Avondale, which shall have responsibility for obtaining signatures and renewals of the Agreement

Minor Damage means scratches, scrapes, or dings to Equipment and Inventory.

Moderate Damage means large dents or other damage requiring significant repairs before the Equipment and Inventory can be used again for its intended purpose.

Requesting Party means the Party requesting aid in the form of Resources from other Parties to this Agreement.

Resources means Equipment, Inventory, Supplies and Staff.

Severe Damage means damage requiring either outright replacement or major reconstruction of the Equipment and Inventory before it can be used again for its intended purpose.

Staff means the employees of the Aiding Party who are qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate the Equipment supplied.

Supplies means items necessary for operations and maintenance by a provider of solid waste services other than Equipment and Inventory, including but not limited to shovels, brooms, cones, etc.

2. Recitals

2.1 The Parties desire to enter into this Agreement pursuant to Ariz. Rev. Stat. §§ 11-951, *et seq.* and the authorization of their respective legislative or other governing bodies, and for those Parties that are charter cities in accordance with their respective charter.

2.2 The scope of this Agreement is to (i) provide procedures for the Parties to request and supply Resources for waste collection and transportation aid or other assistance for emergencies (i.e. storm response clean ups, etc.) to one another; and (ii) provide the process for compensating an Aiding Party for supplying Resources to a Requesting Party.

3. Term of Agreement, Adding or Removing Parties, and Extensions

3.1 Term. This Agreement shall be in effect from the Effective Date, which is defined as July 1, 2026, through June 30, 2031 (the "Term"), and if applicable, the date of any extension as set forth in this Section 3.

3.2 Adding or Removing a Party. Any Party may terminate its participation in the Agreement with thirty (30) days' notice by indicating its intent to terminate in writing and submitting the written notification to the other Parties. A new party may join this Agreement by requesting the Managing Entity obtain the consent of the Parties. Upon such consent of the Participating Entities, a new party may join by its governing body approving an unmodified copy of this Agreement at any time during the Term or an extension. A new Party shall, within ten (10) days of approval by its governing body, provide the other Parties with an executed signature sheet. Upon such approval, the Managing Entity is authorized to incorporate a revised Participating Entities list at Appendix A, adding the name of the new party.

3.3 Term Extension. The Parties may agree to extend the Term of this Agreement for one (1) additional term of five (5) years (the "Extension"). Not later than March 1, 2031 (the "Notice Period"), each Party shall notify the Managing Entity of its desire to extend the Agreement for an additional five (5) years. The Parties that indicate a desire to extend the Term shall be the Parties to this Agreement after June 30, 2031. Parties that do not indicate a desire to extend by the Notice Period will be deemed to have elected to terminate their participation in this Agreement. Upon completion of the Notice Period, the Managing Entity shall create a new Participating Entities list at Appendix A for the Extension. Subsequent extensions of the Term shall require an

amendment to this Agreement pursuant to Section 11 below.

4. Procedure for Requesting and Supplying Aid

4.1 Requesting Aid. A Requesting Party that needs aid or assistance in excess of or to supplement its own Resources to respond to an emergency may request aid from any Party to this Agreement. Requests for aid shall identify (i) the basis or need for Resources, (ii) the Resources needed, and (iii) the estimated period of time during which such mutual aid shall be required. A Party's Authorized Designee shall be the contact person when a Requesting Party requires mutual aid.

4.2 Responding to Request for Aid. After a Party receives a request for aid or assistance, the Party's Authorized Designee will promptly evaluate whether it is able to supply the Requesting Party with Resources. After evaluating the request, the Authorized Designee shall promptly inform the Requesting Party of its decision to supply or not supply the Resources requested. If the Authorized Designee fails to respond to the Requesting Party within forty-eight (48) hours, the request for aid or assistance will be deemed denied.

4.3 Supplying Aid. To the extent the Aiding Party is able to supply the Requesting Party with Resources, the Authorized Designee will promptly inform the Requesting Party of: (i) the type and quantity of Resources it can supply; (ii) the approximate arrival time of those Resources; (iii) any special requirements the Requesting Party will need to utilize the Resources; and (iv) any variations from the reimbursement provisions of this Agreement for said Resources.

4.4 Discretion of the Party. In all instances, the Aiding Party shall render such mutual aid as it is able, taking into consideration the Aiding Party's commitments and operational obligations within its own jurisdiction. The Aiding Party shall be the sole judge of what mutual aid it is able to furnish to the Requesting Party.

4.5 Withdrawing Aid. The Aiding Party's Authorized Designee may, at any time, withdraw some or all of its Resources from the Requesting Party by providing twenty-four (24) hours' notice to the Requesting Party's Authorized Designee before withdrawing the Resources.

5. Obligations of the Participating Entities

5.1 Each Party shall have its Solid Waste Department Director (or equivalent), or his/her designee, serve on an informal committee comprised of such representatives of the Parties to this Agreement. The committee shall:

(i) Meet at least annually to exchange the information required under Subsection 5.2; and

(ii) Discuss any changes that may be needed for this Agreement; and

(iii) Identify an Authorized Designee, or the Authorized Designee's delegate from each Party, including 24-hour contact information, and maintain relatively current

Resource information made available by the Party for mutual aid response;

(iv) Undertake all other responsibilities set forth in this Agreement; and

(v) Conduct other actions as necessary to implement this Agreement.

5.2. Available Resources. To expedite the ability to obtain the required insurance, within sixty (60) days of the Effective Date, and at least annually thereafter, each Party shall send to the other Parties' designated committee members a list of its available Inventory and Equipment that may be made available by the Parties in implementing this Agreement. The list shall include the following information:

(i) Vehicle Identification Number **(VIN)**; and

(ii) Make/model; and

(iii) Estimated value of the Equipment; and

(iv) Registered owner of the Equipment; and

(v) Any special license or certification required to operate the Equipment; and

(vi) Size of the trailer, if any, necessary to transport the Equipment.

5.3 Damage to Resources. The Requesting Party agrees that it will be responsible for any Minor Damage, Moderate Damage, or Severe Damage, including theft of Resources or fire damage, as well as any regular maintenance required to said Equipment and Inventory while in its care. A joint inspection will be conducted by the Requesting Party and Aiding Party at the time of pickup and drop-off of the Equipment and Inventory.

(i) Any repairs for Minor Damage or Moderate Damage shall be approved by the Aiding Party prior to the start of the repair of the Equipment and Inventory.

(ii) Equipment and Inventory with Severe Damage must be returned to the Aiding Party for reconstruction or replacement, at the Requesting Party's cost.

(iii) Report to Aiding Party any damages or repairs within 24 hours.

5.4 Use of Equipment. Subject to Subsection 5.4(ii) below, the Parties agree that only the Requesting Party's employees or the Aiding Party's employees are permitted to operate the Equipment supplied by an Aiding Party. No third parties are permitted to operate the Equipment.

(i) Regardless of whether the Equipment will be operated by employees of the Requesting Party or Aiding Party, the Parties agree that the employee operating the Equipment will be qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate said Equipment.

(ii) Each Party shall inform the other Party if only that Party's employees may operate Equipment supplied by said Party.

5.5 No Duty to Assist. Execution of and participating in this Agreement does not create a duty for any Party to provide aid or assistance to another. When a Party receives a request for assistance, the Authorized Designee will have absolute discretion to determine (i) whether Resources are available, and (ii) whether to aid the Requesting Party. An Authorized Designee's decisions on the availability of Resources and whether to provide the requested assistance will be final and not subject to legal challenge.

6. Reimbursement Procedures

6.1 Notice to Request Reimbursement. The Aiding Party must inform the Requesting Party of its intention to be reimbursed for its Costs before supplying Resources to the Requesting Party. Failure to do so shall prevent the Aiding Party from requesting reimbursement of its Costs from the Requesting Party for the time period beginning when the Resources are provided and ending on the actual date of notice of intent to be reimbursed. Notwithstanding the preceding herein, there is a presumption of Cost reimbursement for (i) any Equipment provided for in excess of five (5) business days; and (ii) Inventory or Supplies that are consumed through use by the Requesting Party, unless otherwise agreed between the Requesting Party and the Aiding Party in writing.

6.2 Timely Notification. If the Aiding Party timely informs the Requesting Party of its intention to be reimbursed for its Costs for the supplied Resources, the Requesting Party shall reimburse the Aiding Party for all Costs when any mutual aid requested is supplied.

(i) The Requesting Party shall reimburse the Aiding Party after receipt of an itemized invoice and documentation of all allowable costs of labor, equipment, and materials. The Parties will use equipment rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates unless otherwise agreed in advance in writing.

(ii) In the event the Resources to be supplied are not included in the schedule of FEMA equipment rates, the Aiding Party must provide such rates for those particular Resources in writing to the Requesting Party and the Parties must mutually agree, in writing, to those rates prior to the Resources being supplied.

6.3 Reimbursements for Damage. While Resources are in the care, custody, and control of the Requesting Party, the Requesting Party shall be responsible for any physical damage or loss to the Resources as set forth in Subsection 5.3 above, normal wear and tear excepted. The Requesting Party shall be solely responsible for all safety inspections of any Resources during the period of use.

6.4 Expendable or Non-Returnable Reimbursements. Notwithstanding any other provision of this Agreement, the Requesting Party must reimburse the Aiding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable Supplies. The Aiding Party will not charge direct fees or rental charges to the Requesting Party for other Supplies and reusable items that are returned to the Aiding Party in a clean, damage-free condition. The Aiding Party and the Requesting Party will treat reusable Supplies that are returned to the Aiding

Party with damage as expendable Supplies for purposes of Costs reimbursement.

6.5 Receipt of Invoices and Payments. The Aiding Party must provide an itemized invoice to the Requesting Party for all Costs and expenses it incurred as a result of providing assistance under this Agreement. The Aiding Party will submit the itemized invoice to the Requesting Party no later than ninety (90) days following the end of the period of assistance. The Requesting Party will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that the Requesting Party leaves unpaid after forty-five (45) days will accrue interest at the statutory annual interest rate of ten 10% pursuant to Ariz. Rev. Stat. § 44-1201.

6.6 Disposal Site Billing. Both the Requesting Party and the Aiding Party must provide notice to all potential disposal sites that the Equipment is being used by the Requesting Party to ensure proper billing.

7. Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims result in vicarious or derivative liability to the Indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnification shall survive termination of this Agreement or the termination of the participation of any Party.

8. Worker's Compensation Claims

Each Party will be responsible for any injuries which may occur to its own Staff during the course of rendering mutual assistance pursuant to this Agreement. In accordance with Ariz. Rev. Stat. § 23-1022, each Party will be deemed the primary employer and will have sole responsibility for the payment of workers' compensation benefits to its respective Staff. Each Party will comply with the notice provisions of Ariz. Rev. Stat. § 23-1022(E). A PARTY MAY SELF INSURE FOR WORKER'S COMPENSATION.

9. Notice of Claim or Suit

A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement will provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

10. Insurance

Each Party will bear the risk of its own actions, as it does with its operations, and determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry.

Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Party may enjoy.

11. Amendment

This Agreement may be modified only by a written amendment approved by the governing body of each Party.

12. Dispute Resolution

12.1. The Parties agree that, notwithstanding the existence of a dispute between or amongst the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute.

12.2. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

12.3. In the event of a dispute, the Parties agree to use arbitration to the extent required under Ariz. Rev. Stat. § 12-133 and Ariz. Rev. Stat. § 12-1518, except as detailed below in Subsection 12.4.

12.4. Salt River Pima-Maricopa Indian Community Disputes. Disputes arising out of this Agreement between the Salt River Pima-Maricopa Indian Community ("SRPMIC") and any other Party shall exclusively be addressed as set forth in this Subsection 12.4. SRPMIC and the applicable Party agree to try and resolve any dispute arising out of this Agreement first by informal meetings. If informal meetings fail to resolve the dispute, the Parties agree to try and resolve the dispute through mediation. If mediation is unsuccessful, then the Parties agree that they shall resolve the dispute through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization. In the event of a conflict between this Agreement and the AAA Rules, this Agreement shall govern.

(i) Mediation. The Party desiring to initiate the mediation process shall give written notice to that effect to the other Party and in such written notice, include a brief statement of its claims. Within 10 days of the notice of intent to mediate, SRPMIC and the applicable Party shall meet for the purpose of attempting to jointly select a mediator to serve in the matter. The mediation proceeding shall be held within 60 days of the appointment of the mediator. The applicable Parties shall bear the cost of such mediation equally between them.

(ii) Arbitration. In the event of failure of mediation, the applicable Parties shall proceed to arbitration, except that if the parties are unable to jointly agree on an arbitrator, then each party shall select a representative generally recognized for ability in mediation/arbitration in the State of Arizona, and the representatives select a third such person to serve as arbitrator. The arbitration proceeding shall be held within 60 days of the

selection of the arbitrator. The arbitrator shall render his or her decision within 30 days after the conclusion of the arbitration proceeding. Any arbitration conducted pursuant to this Subsection 12.4 shall be final and binding upon the applicable Parties. The prevailing Party in such arbitration shall be entitled to file the decision and award with the United States District Court in Phoenix, or if the United States District Court lacks jurisdiction, then in the Maricopa County Superior Court, and have judgment rendered thereon in accordance with applicable law. The prevailing Party shall be entitled to all costs incurred in connection with the arbitration proceeding, including its reasonable attorneys' fees, the arbitrator's fees, witness fees and other costs as determined by the arbitrator.

(iii) General Considerations. The time periods prescribed in this Subsection 12.4 may be shortened or extended by mutual written agreement. All provisions of this Agreement not in dispute shall be observed and performed without interruption during the pendency of the procedures specified in this Subsection 12.4. SRPMIC does not waive, limit or modify its sovereign immunity from unconsented suit, except as specifically provided in this Subsection 12.4. SRPMIC hereby grants a limited waiver of sovereign immunity for the sole purpose of authorizing an arbitration proceeding as described above and to bring a judicial action in the United States District Court in Phoenix or, if the United States District Court lacks jurisdiction, in the Superior Court of Maricopa County, Arizona, for the enforcement of an arbitration decision (or failure to submit to arbitration, if applicable) authorized under and related to this Agreement. This limited waiver of sovereign immunity does not consent to or authorize a judicial action for damages against SRPMIC other than the enforcement of arbitration decisions (which includes specific performance of the provisions of an arbitration decision).

13. <u>Governing Law</u>

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts. of Maricopa County, Arizona.

14. <u>Severability</u>

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of this Agreement. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. In accordance with the provisions of Ariz. Rev. Stat. § 41-194.01, should the Attorney General give notice to any Party that any provision of this Agreement violates state law or the Arizona Constitution, or that it may violate a state law or the Arizona Constitution, and the Attorney General

submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from this Agreement and the Parties shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the Parties may terminate this Agreement in accordance with the provisions hereof.

15. Headings

Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

16. Compliance with federal immigration laws

To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized· under Ariz. Rev. Stat. § 44-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other party or subcontractor is in compliance with the warranty set forth in this provision.

17. Non-Appropriation

Notwithstanding any other provision in this Agreement, any Party may withdraw from this Agreement if for any reason the Party's governing body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Party will have no further obligation to the other Parties other than for payment for services rendered prior to withdrawal.

18. Compliance with Laws

Each Party will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

19. Jurisdiction

Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party under this Agreement and no third parties are deemed to be beneficiaries of this Agreement.

20. Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. 38-511, the pertinent provisions of which are incorporated herein by reference.

21. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Israel

Each Party certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in A.R.S.§ 35-393, of Israel.

23. Forced Labor

Each party certifies that it is not currently engaged in, and agrees for the duration of this agreement that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

[APPENDIX A AND SIGNATURES ON FOLLOWING PAGES]

Appendix A

List of Participating Entities

1. City of Avondale
2. City of Glendale
3. Town of Gilbert
4. City of Mesa
5. City of Peoria
6. City of Phoenix
7. Town of Queen Creek
8. Salt River Pima-Maricopa Indian Community
9. City of Scottsdale
10. City of Surprise
11. City of Tempe

CITY OF AVONDALE, a municipal corporation:

_____
Ron Corbin, City Manager

Date:_____

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Avondale.

_____
Nicholle Harris, City Attorney

CITY OF GLENDALE, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Glendale.

_____
Michael Bailey, City Attorney

TOWN OF GILBERT, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the Town of Gilbert.

_____
Chris Payne, Town Attorney

CITY OF MESA, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Mesa.

_____
City Attorney

CITY OF PEORIA, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Peoria.

_____
Emily Jurmu, City Attorney

CITY OF PHOENIX, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Phoenix.

_____
Julie Kriegh, City Attorney

TOWN OF QUEEN CREEK, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the Town of Queen Creek.

_____
Clifford Mattrice, Town Attorney

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, a tribal nation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
Secretary

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the Salt River Pima-Maricopa Indian Community.

_____
Legal Counsel

CITY OF SCOTTSDALE, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Scottsdale.

_____
Luis Santaella, City Attorney

CITY OF TEMPE, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Tempe.

_____
Eric Anderson, City Attorney

CITY OF SURPRISE, a municipal corporation:

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM and within
the power and authority granted under
the laws of Arizona to the City of Surprise.

_____
Jeffrey Murray, City Attorney

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: DAVE LIPINSKI, PE, CIP DEPARTMENT DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE CREATION OF A NEW CIP PROJECT WW106 - MSB SEWER LINE REPLACEMENT; APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF $220,046 FOR THE CONSTRUCTION OF NEW WASTEWATER FACILITIES FOR THE MUNICIPAL SERVICES BUILDING AND FIRE ADMIN BUILDING; AND FURTHER AUTHORIZING NECESSARY BUDGET ADJUSTMENTS TO ESTABLISH THE PROJECT BUDGET OF $220,046.

DATE: October 21, 2026

Suggested Action:

Move to approve the creation of a new CIP project WW106 - MSB sewer line replacement; approval of a change order in the amount of $220,046 for the construction of new wastewater facilities for the Municipal Services Building and Fire Administration Building; and further authorizing necessary budget adjustments to establish the project budget of $220,046.

Relevant Council Goal(s):

Superior Infrastructure - Capital Improvement Program

Discussion:

Recently, as the Police Department Headquarters design team was moving toward construction, the Utilities and CIP departments met to review the sanitary sewer tie-in to the existing sewer line that serviced the Municipal Service Building (MSB). As design developed, Utilities requested that the line be investigated via camera. When this investigation was completed it was found that the line had additional old tap locations and had been penetrated by a private utility conduit. Based on these issues, Utilities has requested that the line be redesigned and rerouted from the MSB directly to Ellsworth Road.

CIP worked with Utilities and received an approved design. In order to deliver this new work as efficiently and effectively as possible, CIP requested a change order from FCI, the contractor for the Police Department Headquarters. FCI is currently on site and is performing other underground utility work, so this work falls within their current scope and is within the same project site.

Fiscal Impact:

Construction of new wastewater facilities for the Municipal Services Building and Fire Administration Building is not currently included in the Town's FY2026-27 capital improvement program budget. A budget adjustment is required to fund the MSB and Fire Admin Utility work (WW106) in an amount of $220,046 from CIP contingency for the sewer line repairs described above.

Alternatives:

The Town Council may decide not to approve this change order request which would then lead to stopping on-site work on the Police Department Headquarters Building while CIP contracted with

another contractor to have this work completed.

Attachment(s):

1. Location Exhibit.pdf
2. Change Order 01.pdf

CIP PROJECT MF020, MF021 – QCPD HEADQUARTERS & ASSOCIATED PARKING

Project Site Exhibit

N

NTS

CHANGE ORDER	**CONTRACT NUMBER: 2025-159**	**CHANGE ORDER #: 01**
		October 21, 2026

TO: Justin Sprouse
FCI Constructors ("Contractor")

FROM: Tim McMahon
Project Manager
Town of Queen Creek

RE: CIP Project WW106

The Contract is changed as follows:

1. Description of change to scope of project:
For the supply of all materials and labor for Owner requested changes for sewer and asphalt replacement in the north parking lot, per the attached proposal dated October 12, 2026.

2. A list of each task from the Town of Queen Creek [Unit Price Book], quantities for each task, total price for each task and total price for all Town of Queen Creek [UPB] tasks is attached as "**Attachment 1**", if applicable. The Town may require the Contractor to submit and complete this item.

3. Description, Unit of Measurement, Price of Tasks (**Other Tasks**) and their quantity not included in the Town of Queen Creek [UPB] should be submitted by Contractor to the Town of Queen Creek as "**Attachment 2**", if applicable.

4. Changes to the Contract Price for the Work (Construction)

The original Contract Price was…….	$ 750,600.00
Net Change by previously authorized Amendments…….	$ 84,768,285.00
The Contract Price prior to this Change Order was……	$ 85,518,885.00
The Contract Price will be **increased/decreased** by this Change Order in the amount of…	$ 220,046.00
The new Contract Price including this Change Order will be……..	$ 85,738,931.00

5. Changes to the Contract Time:

The original Final Completion Date was……	
Net **additional** days by previously authorized Change Orders…….	days
Net **fewer** days by previously authorized Change Orders……..	days
The Final Completion Date prior to this Change Order was…….	
The Time will be **increased/decreased** by…….	days
The Final Completion Date as of this Change Order therefore is…….	

Approvals

Project Manager, Tim McMahon — Date

Director, Dave Lipinski — Date

Town Manager: Bruce Gardner — Date

Contractor — Date

PCO #008

FCI Constructors, Inc.
4835 E Cactus Rd, Suite 410
Scottsdale, Arizona 85254
Phone: (623) 772-7400

Project: 20-25-005 - QUEEN CREEK POLICE DEPARTMENT HEADQUARTERS
22526 S ELLSWORTH RD
QUEEN CREEK, Arizona 85142

Prime Contract Potential Change Order #008: CE #023 - North Parking Lot Sewer and Asphalt Replacement

TO:	Town of Queen Creek 22358 S Ellsworth Rd Queen Creek, Arizona 85142-9311	**FROM:**	FCI CONSTRUCTORS, INC. 3070 I-70 B, Bldg. A Grand Junction, Colorado 81504
PCO NUMBER/REVISION:	008 / 0	**CONTRACT:**	202500501 - QUEEN CREEK POLICE DEPT CONST
REQUEST RECEIVED FROM:		**CREATED BY:**	Daina Garard **(FCI CONSTRUCTORS, INC.)**
STATUS:	Pending - In Review	**CREATED DATE:**	10/12/2026
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$220,046.00

POTENTIAL CHANGE ORDER TITLE: CE #023 - North Parking Lot Sewer and Asphalt Replacement

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #023 - North Parking Lot Sewer and Asphalt Replacement
The following change order request is for all labor, material, equipment and supervision costs associated with the North Parking Lot Sewer Line Upgrade and the North Half of the asphalt parking lot replacement. Included in this change order are the following items:

- Additional costs associated with tie onto existing stub/cleanout
- Additional 6" SDR-35 Piping as indicated on construction drawings
- Additional (7) cleanouts
- Demo and abandonment of existing manhole in place .
- Abandonment of existing sewer line
- Remove and replace of asphalt
- Striping upon completion

No additional costs outside of what have been stated above are included with this request.

ATTACHMENTS:
Queen Creek Police Headquarters MSB Breakdown.pdf , Div 33 - Levake Construction w north parking sewer.pdf

#	Budget Code	Description	Amount
1	01.33-1001.S Water Service- Levake	Additional labor, material, equipment and supervision associated with North Parking Lot Sewer upgrades at MSB Building	$105,167.00
2	01.31-0001.S Sitework-Sunland	Additional labor, material, equipment and supervision associated with added paving and striping of North Parking Lot at MSB Building Parking	$79,746.00
3	01.95-1001.OTH Contractors Contingency	Construction Contingency	$5,547.00
4	01.90-2001.OTH General Liability	General Liability Insurance	$1,125.00
5	01.90-3001.M Sub Insurance	Subcontractor Default Insurance	$2,050.00

PCO #008

#	Budget Code	Description	Amount
6	01.90-1001.M Builders Risk	Builders Risk Insurance	$244.00
7	01.90-5001.M Bond	Payment and Performance Bond	$950.00
8	01.90-4001.M Sales Tax	Sales Tax	$14,121.00
9	01.99-1001.OTH Fee	Fee	$11,096.00
		Grand Total:	**$220,046.00**

MATTHEW GORMON (ARRINGTON WATKINS ARCHITECTS)
3003 N Central Ave Ste 200
Phoenix, Arizona 85012

SIGNATURE **DATE**

Town of Queen Creek
22358 S Ellsworth Rd
Queen Creek, Arizona 85142-9311

SIGNATURE **DATE**

FCI CONSTRUCTORS, INC.
3070 I-70 B, Bldg. A
Grand Junction, Colorado 81504

10.12.2026

SIGNATURE **DATE**

Levake Construction Inc.
21840 North 21st Ave
Phoenix, Arizona 85027
Phone (623) 587 - 9093 Fax (623) 492 - 9340

REVISED BID PROPOSAL: LC0412
Date: 8/6/26 Supersedes All Prior

PROJECT NAME:	**Queen Creek Headquarters**	**Date of Plans:**	
LOCATION:	**22526 S. Ellsworth**	**C1.0 - C6.1**	**Stamped 7/13/26**
CITY:	**Queen Creek, AZ**	**Off Site**	**Stamped 6/26/6**

LEVAKE CONSTRUCTION, INC. WILL FURNISH LABOR, EQUIPMENT, AND MATERIAL TO COMPLETE THE SCOPE OF WORK AS FOLLOWS:

STORM DRAIN

INSTALL:

1	Ea	Tie onto Existing Trench Drain
1	Ea	Tie into Existing Catch Basin
9	Ea	Tie into Conc. Retention Tank
285	Lf	18" HDPE
526	Lf	12" HDPE
281	Lf	8" HDPE
56	Lf	4" HDPE
2	Ea	18" Flared End Section
5	Ea	18" Drain Basin w/ Solid Lid
1	Ea	18" Drain Basin w/ 2'x3' Grate
3	Ea	12" Drain Basin w/ Std. H20 Grate
1	Ea	18" Drain Basin Bubbler
4	Ea	Tie into Drywell
2	Ea	Stub Out for Trench Drain (by Others)
3	Ea	Catch Basin, Std. Det. 530

$ 187,307.00

WATER/FIRELINE

INSTALL:

1	Ea	8" x 8" TS&V
2	Ea	8" x 6" TS&V
1	Ea	Tie onto Existing Stub
580	Lf	8" DIP
1	Ea	8" x 45 Bends
3	Ea	8" VB&C
1	Ea	8" Tee w/ 8" VB&C
1	Ea	8" Dbl. Check Backflow
1	Ea	8" Riser
1	Ea	8" Vertical Realignment
2	Ea	8" x 2" A.R.V.
2	Ea	8" x 6" Tee w/ 6" VB&C
90	Lf	6" DIP
3	Ea	Fire Hydrants
1	Ea	6" x 90 Bend
1	Ea	6" Cap w. Blow Off
1	Ea	Relocate Existing FDC
1	Ea	6" x 1.5" Service Connections - No Meter
3	Ea	6" x 2" Service Connections - No Meter
4	Ea	2" RPBFP w/ Cage
135	Lf	2" Copper
2	Ea	Tie onto Existing Services
1	Ea	Relocate Existing Service
1	Ea	Relocate Existing Backflow
180	Lf	Abandon Existing Water
1	Ea	Rem. Existing Fire Hydrant
4	Ea	Rem. Existing Backflow
25	Sf	Rem. & Repl. Concrete Sidewalk
59	Sy	Rem. & Repl. Asphalt Pavement 3" Thick Max.
128	Sy	Rem. & Repl. On Site Asphalt Pavement 3" Thick Max.

	$	**358,312.00**
Deduct DIP Option	**$**	**(10,896.00)**
	$	**347,416.00**

Levake Construction Inc.

REVISED BID PROPOSAL: LC0412

Date: 8/6/26 Supersedes All Prior

SEWER

INSTALL:

1	Ea	Tie into Existing Manhole
56	Lf	6" SDR-35
2	Ea	Cleanouts
25	Lf	Abandon Existing Sewer
1	Ea	Re. Existing Cleanout

$ 21,746.00

North Parking Sewer Breakdown: $105,167

SEWER - North Parking Lot

INSTALL:

1	Ea	Tie onto Existing Stub
1	Ea	Tie onto Existing Cleanout
600	Lf	6" SDR-35
7	Ea	Cleanouts
1	Ea	Demo Existing Manhole, Abandon Base in Place
85	Lf	Abandon Existing Sewer
200	Sy	Rem. & Repl. On Site Asphalt Pavement 3" Thick Max.

$ 103,668.00

1	LS	Add Pay Management Fee

$ 1,499.00

TOTAL BASE BID: $ 660,137.00

Plus Tax if Applicable

NOTE: **Work Figured with Street Closure**

OPTION #1 1 LS Furnish Trench Drain - Installed by Others

$ 7,493.00 (In Addition to Base Bid)

The Following Items are Excluded (Unless Listed Above):

-Engineering, Survey, Sales Tax, Bond, Permit Fees, City Fees, Lab. Fees, Inspection Fees, Mylar's, Electronic Asbuilts
-Additional costs associated with MOPO if required
-Payment Management System Fees (i.e. Textura, GC Pay) (add 0.25% if Req.), Consolidated (Wrap) Insurance,
-Voids in the Event of a conversion to "For Sale" residential: contract, completed operations coverage & Warranty
-Compaction Testing Fees, SWPP, Conflict with Existing Utilities
-Hard Dig/ Rock Excavation: Hard Dig is defined as anything that can't be productively dug w/ John Deere 310 Backhoe
-Haul Off of Spoils (Spoils to be piled 100' Max. from Excavation) or Import Fill
-Backflow Cages. (If Required, Add $1,925.00 Each for 2" or Less)
-Multiple Mobilizations ($3,000.00 Add per Each Additional)
-Final Adjustments in Paved Areas by Others
-Pole Support/Bracing, Down Guys
-Rip Rap, Trench Drains, French Drain
-Handrail or Trash Racks (unless noted on plans)
-Pavement Cut Surcharge, Over Milling
-Asbestos Disposal, Bypass Pumping
-Electrical Hook Ups, Vent Lines, Panel Install
-Guard Posts, Traffic Loops, Striping, Knox Locks, Signage
-Water Meter, Construction Water
-Tariffs/Import Duties
-Slurry Seal/Micro Seal
-Material Price Lock & Guarantee of Availability
-Remob to tie in Drywells. (Tie-ins figured at same time as Tank Excavation)
-Private Locate - Not responsible for costs associated with damaged utilities or not marked by Blue Stake or Owner
-Multiple Camera and / Hydro Vac. (One included if Required by AHJ)
-Handicap Ramp & Pavers
-Asphalt, Concrete, Landscape or Irrigation Replacement
-Demo of Existing Utilities (Make Safe Included)

NOTE: **DUE TO SEVERE MARKET FLUCTUATIONS, ALL MATERIAL PRICING IS SUBJECT TO CHANGE AND AVAILABILITY WILL BE DETERMINED AT TIME OF ORDER. PROJECT SCHEDULING IS CONTINGENT UPON CREW AVAILABILITY. INSURANCE REQUIREMENTS TO BE VERIFIED AT TIME OF CONTRACT.**

LEVAKE CONSTRUCTION, INC.
COMMERCIAL LICENSE 111467

AUTHORIZED BY Date: AUTHORIZED BY Date:

SUNLAND ASPHALT
AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040
PHONE: 602.323.2800 | WWW.SUNLANDASPHALT.COM

To:	FCI Constructors	**Contact:**	Justin Sprouse
Address:	10922 W Glenn Drive Glendale, AZ 85307	**Phone:** **Fax:**	
Project Name:	Queen Creek Police Headquarters MSB Breakdown	**Bid Number:**	1
Project Location:	22526 S Ellsworth Rd, Queen Creek, AZ	**Bid Date:**	10/13/2025

Item Description	Total Price
~~**Paving Demo, Striping**~~ Total Amount Of The Demo, Subgrade Prep , ABC Install & Finish Grading, Paving, And Striping.	~~$199,365.00~~
North Half Paving, Demo, Striping The North Half Of The Parking Lot Is 40 Percent Of The Demo, Subgrade Prep, ABC Install & Finish Grade, Paving, And Striping.	$79,746.00

Total Bid Price: $279,111.00

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	**CONFIRMED:** **Sunland Asphalt & Construction, LLC**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Project Consultant:** Matthew Hudnell (602) 869-5510

8.A

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: SCOTT MCCARTY, DEPUTY TOWN MANAGER/CHIEF FINANCIAL OFFICER

RE: DISCUSSION AND DIRECTION REGARDING WATER DELIVERY, WASTEWATER, AND PROPOSED CAGRD REIMBURSEMENT PROGRAM.

DATE: October 21, 2026

Suggested Action:

Receive presentations regarding elements of the recommended Water Delivery and Wastewater Utility Rates, and proposed CAGRD reimbursement program.

Relevant Council Goal(s):

Effective Government: KRA Financial Management, Internal Services & Sustainability

Discussion:

On September 2, 2026, staff introduced the proposed utility rates and fees to the Town Council. On September 16, 2026, the Council initiated the Notice of Intention process for the proposed rates and fees. The proposed rates and fees under consideration include Water delivery rates, Wastewater rates

Solid Waste rates, Water Resource Fee (new), New Development Water Capacity Fee, and New Development Water Resource Capacity Fee (new).

The Council is scheduled to conduct a public hearing with the intention of taking final action on the proposed rates and fees on November 18, 2026. Between the initiation of the Notice of Intention process and final action, staff will provide a series of presentations to the Council addressing individual rate and fee components, staff recommendations, and questions raised during the review process. For the October 21 meeting, staff will present on the following topics:

1. **Water Delivery Rates –** Provide an overview of Water Delivery programs and services and review staff's recommendations for water delivery rates and fees.
2. **Wastewater Rates –** Provide an overview of wastewater programs and services and review staff's recommendations for wastewater rates and fees.
3. **CAGRD Reimbursement Program –** Provide an overview of the proposed CAGRD Reimbursement program benefitting eligible CAGRD property owners related to the new monthly Water Resource Fee.

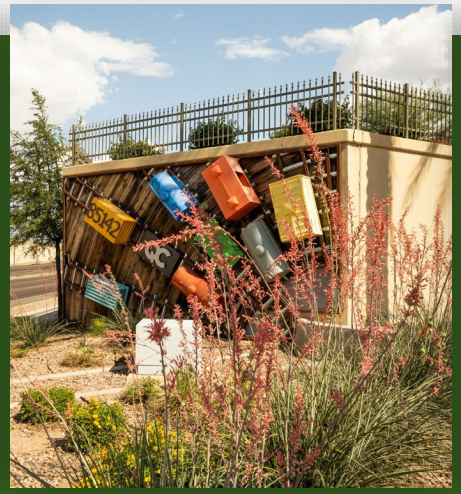
Alternatives:

There are no alternatives for this agenda item.

Attachment(s):

1. Presentation: Town of Queen Creek Water Delivery Rate Study Results
2. Presentation: Town of Queen Creek Wastewater Rate Study Results
3. Presentation: Proposed CAGRD Reimbursement Program
4. Presentation: Water Resource Fee Outreach Update

TOWN OF QUEEN CREEK ARIZONA



Water Delivery Rate Study Results

Town of Queen Creek Utility State Study

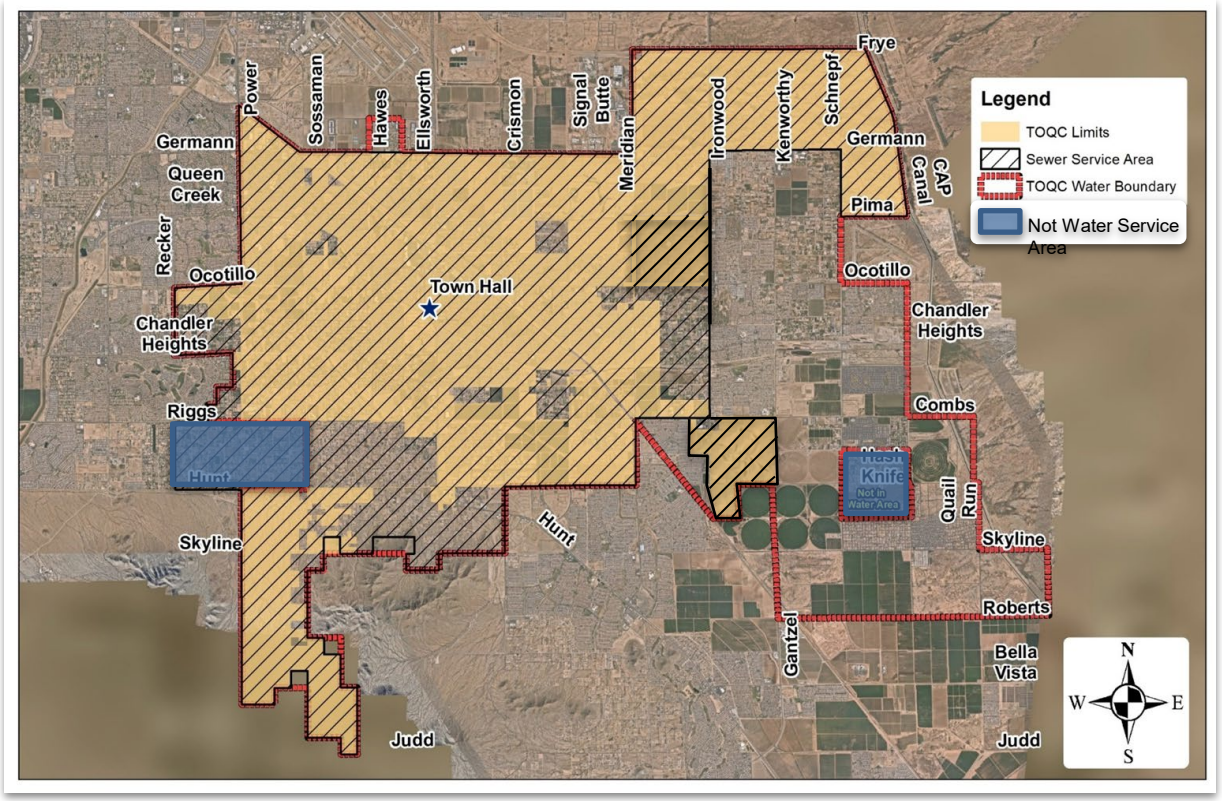
October 7, 2026

Utility Operations

TOWN OF QUEEN CREEK ARIZONA

Water Services

- 46,000 Accounts
  - ~140,000 residents
- 30 Potable Wells
- 26 Water Tanks
- 30-35 kAF Annual Production



TOWN OF QUEEN CREEK ARIZONA

Colorado River Basin Entitlements

Upper Basin States (7.5 MAF Total):

- **Wyoming (1.0 MAF)**
- **Colorado (3.9 MAF)**
- **Utah (1.8 MAF)**
- **New Mexico (0.8 MAF)**

Upper Basin has not grown into their full entitlement

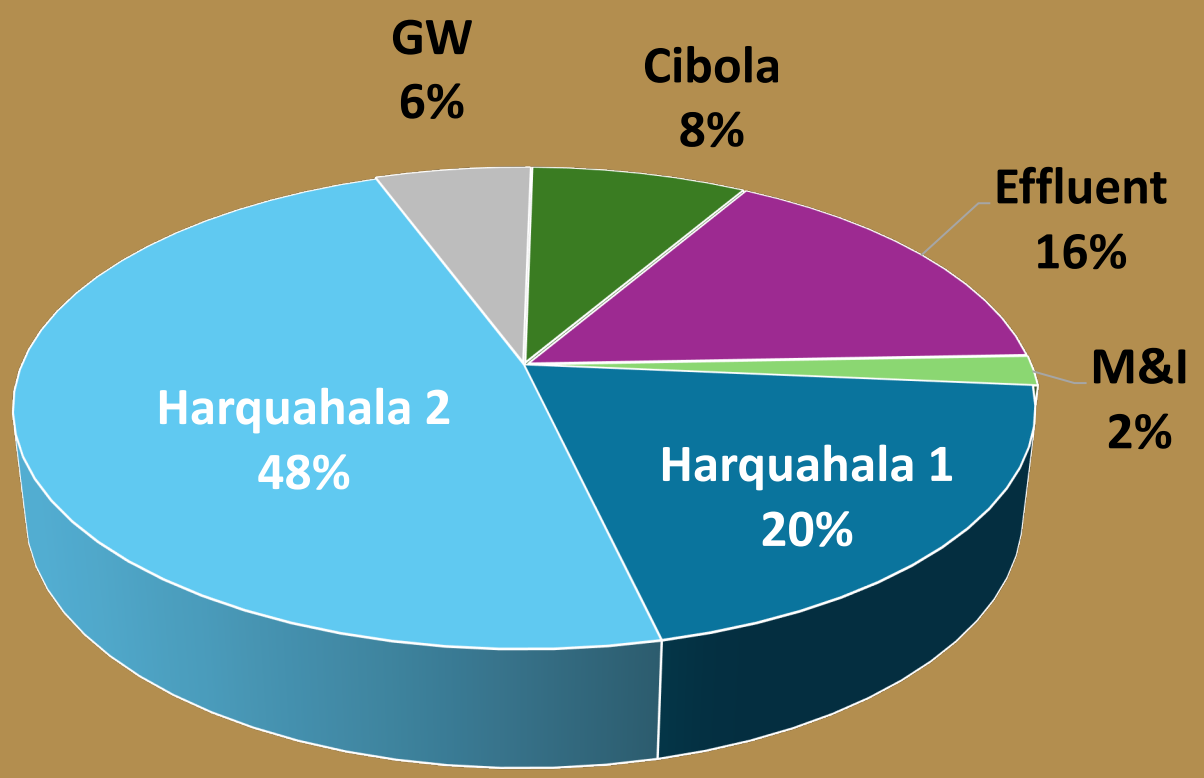
Lower Basin States (7.5 MAF Total):

- **Arizona (2.8 MAF)**
- **California (4.4 MAF)**
- **Nevada (0.3 MAF)**

Expected Inflows at Powell are 5 MAF to 8MAF

Mexico (1.5 MAF)

7 State River Basin + Mexico



QC's Water Strategy

Become water self-sufficient

- Own a water portfolio with 100-year assets that are less susceptible to drought conditions and cuts to the river (Harquahala is drought proof)
- Reduce reliance on local groundwater pumping
- Move customers away from CAGRD
- Ensure more stable & sustainable costs for customers
- Become a designated water provider

Water Conservation

- Residential Assistance
  - Leak Notifications
  - Water Audits
  - DIY Leak Detection Videos

- Large Landscape Assistance
  - WaterFluence
  - Collaborate w/ HOAs, Landscapers

- Incentives
  - Turf Conversions and Efficient Technologies

Water Rates (Existing)

TOWN OF QUEEN CREEK ARIZONA

BACKGROUND

- Last Fee Increase: +15% in October 2025
  - Previously: 2010
  - Water & Sewer CPI has increased 70% since 2010

- Single-Family Monthly Bill Averages
  - Water Only Account: $57 (Uses More Water than Combined Account)
  - Combined Account: $41

- Current Update:
  - Perform cost of service analysis to establish proportional distribution of costs
  - Evaluate opportunities to align rate structure with industry practices

Revenue and Customer Growth Projections

TOWN OF QUEEN CREEK ARIZONA

1 ERU = 3/4" meter equivalent	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
Total ERUs	62,762	64,768	66,113	67,703	70,205
New ERUs	2,234 (3.7%)	2,006 (3.2%)	1,345 (2.08%)	1,590 (2.4%)	2,502 (3.7%)
Water Retail Rate Revenue (Excl. WRF)**	$38.2M	$40.0M	$40.7M	$41.5M	$42.8M

*Increase in rate revenue from new customers only, no rate adjustments in plan after FY 2027

**Excludes diversified rate revenue

Operating Reserve Targets

Reserve Type	Amount	Basis	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Renewal and Replacement Reserve	1	Years Depreciation	4,690,979	4,925,528	5,171,804	5,430,395	5,701,914
General Contingency	3.0%	Percentage of Operating Expenses	711,780	738,750	766,729	797,494	829,452
Liquidity	60	Days of Operating Expense & Debt Service	5,210,112	5,357,349	5,509,946	5,822,689	5,871,105
Rate Stabilization Reserve	8.0%	% Variations in billed volume (volumetric rate revenue)	3,003,743	3,129,433	3,162,476	3,206,147	3,291,385
Total Recommended Reserves			**13,616,614**	**14,151,060**	**14,610,955**	**15,256,724**	**15,693,856**
Reserve in Days of O&M Expense			209	210	209	209	207
Reserve in Months of O&M Expense			7	7	7	7	7

- Minimum reserve target 6-7 months of O&M, management target of 12 months of O&M over the long-term
- Reserve target consistent with strong utilities for credit rating purposes

Schedule of Key Operating & Capital Costs

	Expense Basis	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Personnel, Salaries, Wages, Benefits	3.5%-6.5% escalator for salaries, benefits	$9.8M	$10.2M	$10.6M	$11.0M	$11.4M
Other Operating (Dist., customer service, admin, shared services)	~4.0% for pumping, electric costs, 3.0% default	$13.9M	$14.4M	$15.0M	$15.6M	$16.2M
CIP	Town Budget, Non-Growth Related	$7.5M	$2.3M	$0.0M	$5.4M	$0.0M

- Water fund reimbursed by other Utilities funds for billing and customer service costs ($1.2-2.3M/yr)
- $5.7M of annual operating costs move to Water Resource Fund

Water Retail Fund Forecast

TOWN OF QUEEN CREEK ARIZONA

FAMS Financial Analysis & Management System | By Stantec

TOWN OF QUEEN CREEK, AZ - WATER

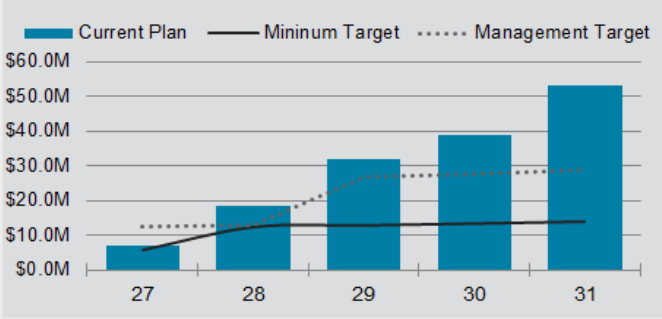
Stantec

CALC | SAVE | CTRL | LAST | OVR

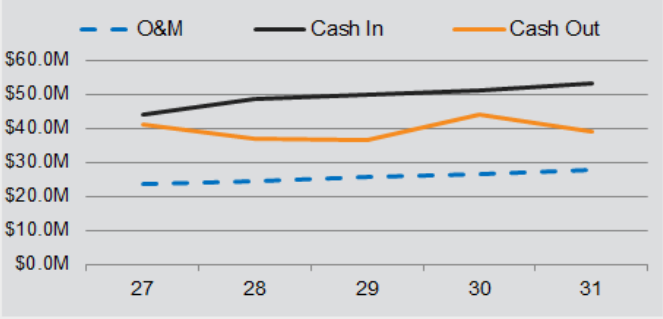
3% revenue increase as a result of cost-of-service analysis

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Water Rate Plan		3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

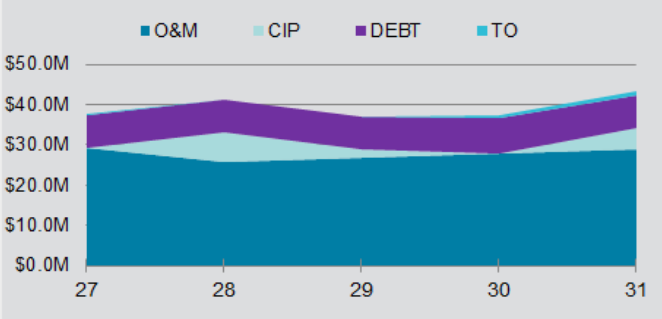
Operating Fund



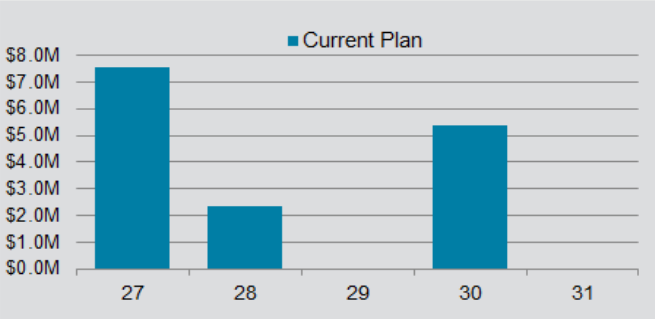
Revenues vs. Expenses



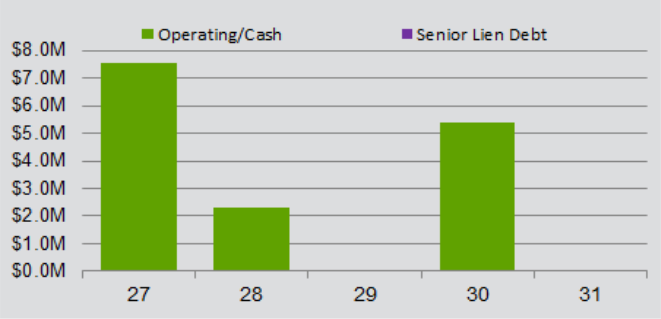
Expenses by Type



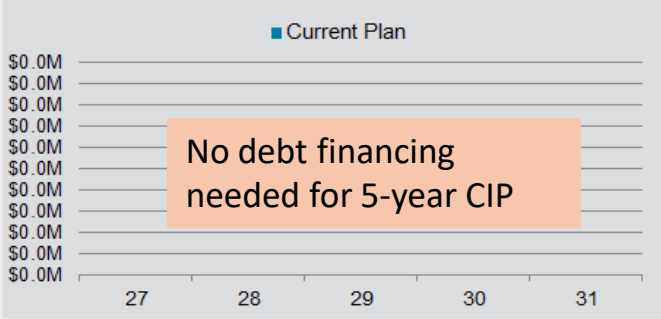
CIP Spending



CIP Funding



Borrowing

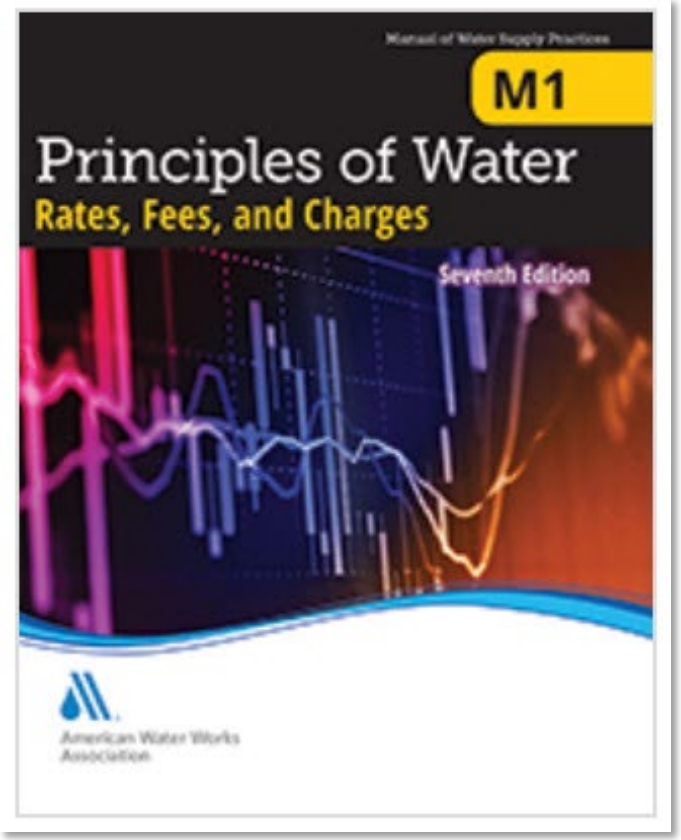


No debt financing needed for 5-year CIP

Cost Allocation Methods

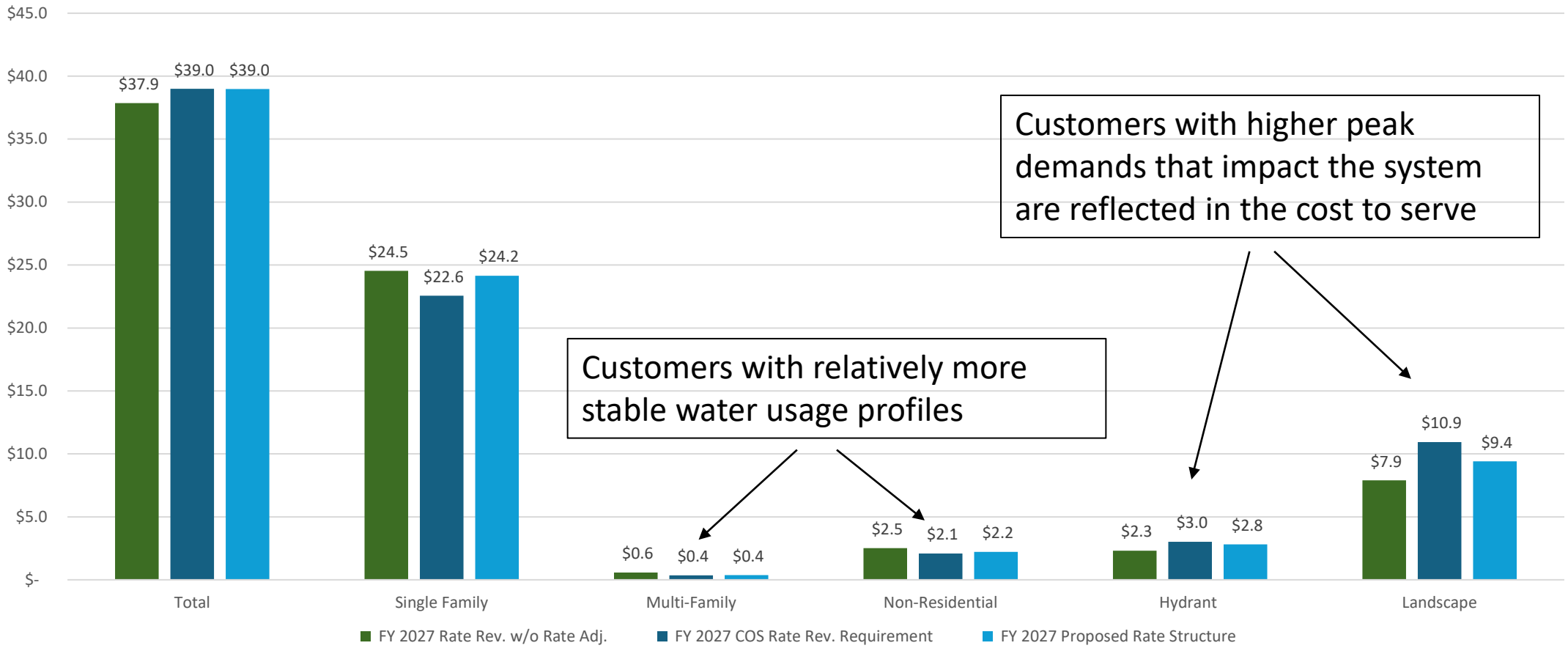
- Goal: Determine equitable distribution of revenue to be recovered by customer class based on **cost to serve each class**

- Approach: Allocate costs based on customer service and water use characteristics (i.e peak demand)



FY 2027 Cost-of-Service (COS) Results

- Revenue requirement excludes flood irrigation, diversified, and LG revenue and units of service



Proposed Fixed Rate Structure

TOWN OF QUEEN CREEK ARIZONA

Meter Size	Current Fixed Charges	Proposed Fixed Charges
3/4 Inch	$21.08	$21.08
1 Inch	$35.65	$35.13
1.5 Inch	$52.90	$70.27
2 Inch	$88.55	$112.43
3 Inch	$211.60	$351.33
4 Inch	$350.75	$878.33
6 Inch	$1,546.75	$1,756.67
8 inch		$2.810.67
10 inch		$4,567.33
12 inch		$5,621.33
Construction Meter	$115	$115

Scaled using flow rates from installed meters by size

Multi-Family	Fixed Charge
Per Unit	$5.27, 25% of ¾” charge

2025 Billing Data	
SF - Monthly Use/Customer	10.00 kgal
MF - Monthly Use/Unit	2.56 kgal

Proposed Volumetric Rate Structure

TOWN OF QUEEN CREEK ARIZONA

- Residential same tier structure with rate adjustments towards COS
- Non-Res, Construction/Temp, Landscape pay uniform rate consistent with COS

Residential Structure	
Volumetric Rates	Unit Rate per KGAL
Tier 1 (10,000 gal)	$1.50
Tier 2 (20,000 gal)	$2.50
Tier 3 (20,000+ gal)	$4.00
WRF ($1.0k/AF)	**$3.07**

Volumetric Rates Comparison		
Tier	**Queen Creek Current***	**Queen Creek Proposed w/WRF**
Tier 1	$2.04	$4.57
Tier 2	$2.73	$5.57
Tier 3	$3.40	$7.07

*Paid by all customers except construction

Other Classes, All Use	
Volumetric Rates	Unit Rate per KGAL
Non-Residential	$2.50
Multi-Family	$1.50
Construction	$9.00 (Current $4.60)
Landscape	$4.00
WRF ($1.0k/AF)	**$3.07**

Fixed and Volumetric Revenue Recovery for FY 2027

TOWN OF QUEEN CREEK ARIZONA

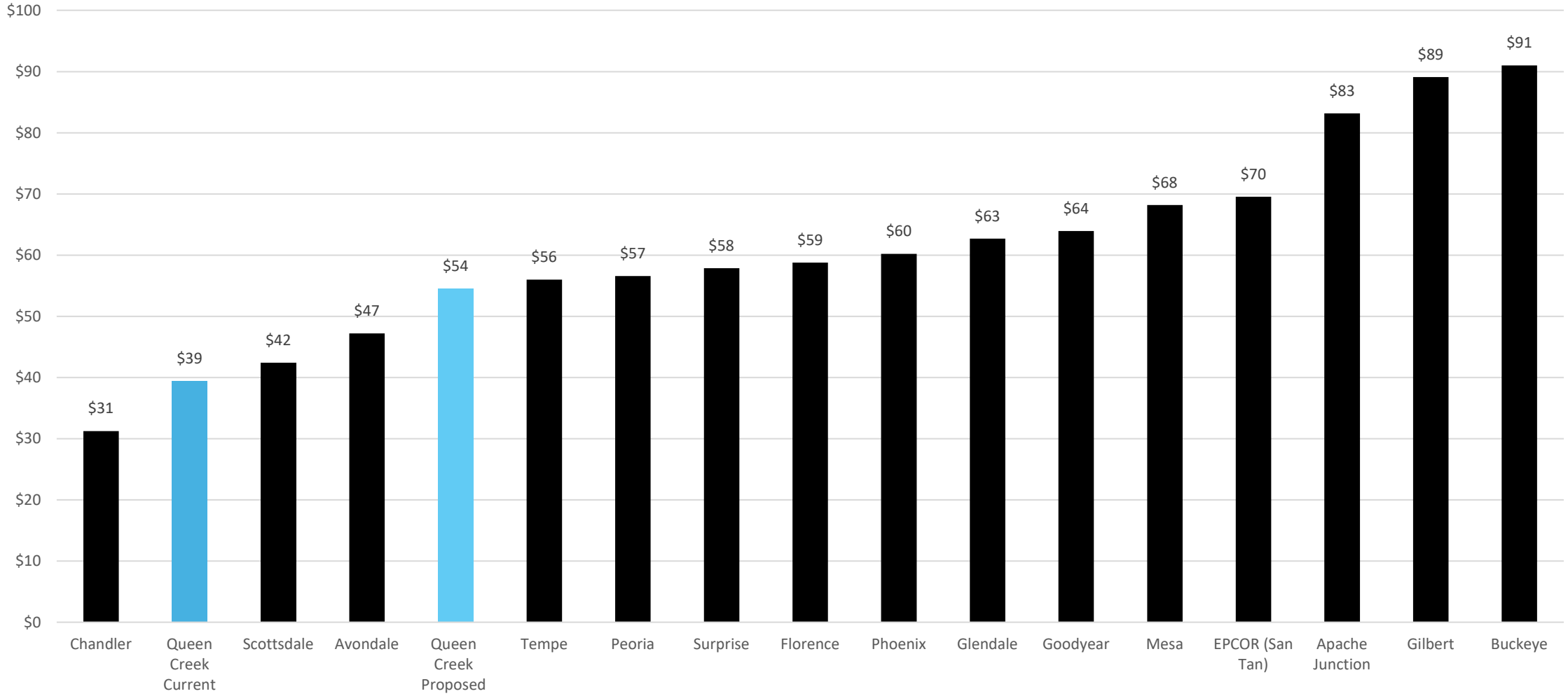
Current Rates ($M)	Residential	Multifamily	Non-Residential	Construction	Landscape	Total
Base Revenue	$12.7	$0.2	$1.0	$0.4	$0.9	$15.2
Volumetric Revenue	$11.8	$0.4	$1.5	$2.0	$7.0	$22.7
Total Revenue	**$24.6**	**$0.6**	**$2.5**	**$2.3**	**$7.9**	**$37.9**
% Fixed	52%	39%	38%	16%	11%	40%
COS ($M)	**Residential**	**Multifamily**	**Non-Residential**	**Construction**	**Landscape**	**Total**
Base Revenue	$7.3	$0.2	$0.9	$1.6	$5.6	$15.6
Volumetric Revenue	$15.3	$0.2	$1.2	$1.4	$5.3	$23.4
Total Revenue	**$22.6**	**$0.4**	**$2.1**	**$3.0**	**$10.9**	**$39.0**
% Fixed	32%	50%	43%	53%	51%	40%
Proposed Rate Structure ($M)	**Residential**	**Multifamily**	**Non-Residential**	**Construction**	**Landscape**	**Total**
Base Revenue	$12.7	$0.2	$1.0	$0.4	$0.9	$15.2
Volumetric Revenue	$11.5	$0.2	$1.3	$2.4	$8.5	$23.8
Total Revenue	**$24.2**	**$0.4**	**$2.2**	**$2.8**	**$9.4**	**$39.0**
% Fixed	52%	50%	45%	14%	10%	39%

Price response assumption: Proposed rate revenue reflects 95% of current SF Tier 3 usage, 90% of current landscape usage, 95% of current MF usage, 95% of current Non-Res usage & 95% of current Construction usage

Water Bill Comparison – Single Family

Single Family Combined – 10,000 Gallons/Month			
	Current	Proposed	Change
Base Charge	$21.08	$21.08	$0
Volumetric Charge	$18.36	$15.00	-$3.36
Total Water Retail Bill	**$39.44**	**$36.08**	**-$3.36**
WRF @ $1,000/AF, $3.07/KGAL	N/A	$18.42	+$18.42
Total Proposed Bill	**$39.44**	**$54.50**	**+$15.06 (38%)**

FY 2027 Regional Benchmarking 10,000 Gallons, includes WRF



Customer Water Bill Comparison – Non-Residential

Non-Residential: Various Customer Profiles					
	Current	Proposed Water Base + Volume	Proposed WRF	Total Proposed (W+WRF)	$ Change
Multi-Family Unit (100 Unit Complex w/6" Meter) 2,500 gallons	$20.57	$9.02	$1.54	**$10.56**	-$10.01
Commercial SC1 2" 100,000 gallons	$406.21	$362.43	$30.70	**$393.13**	-$13.08
Landscape 1" 25,000 gallons	$98.31	$135.13	$76.75	**$211.88**	+$113.57
Construction 10,000 gallons	$161.00	$205.00	$30.70	**$235.70**	+$74.70

- Multi-Family and Commercial customers receive effluent credits on WRF
- Town prepared to facilitate meter downsizing or separate landscape meters

Water Rates (continued)

TOWN OF QUEEN CREEK ARIZONA

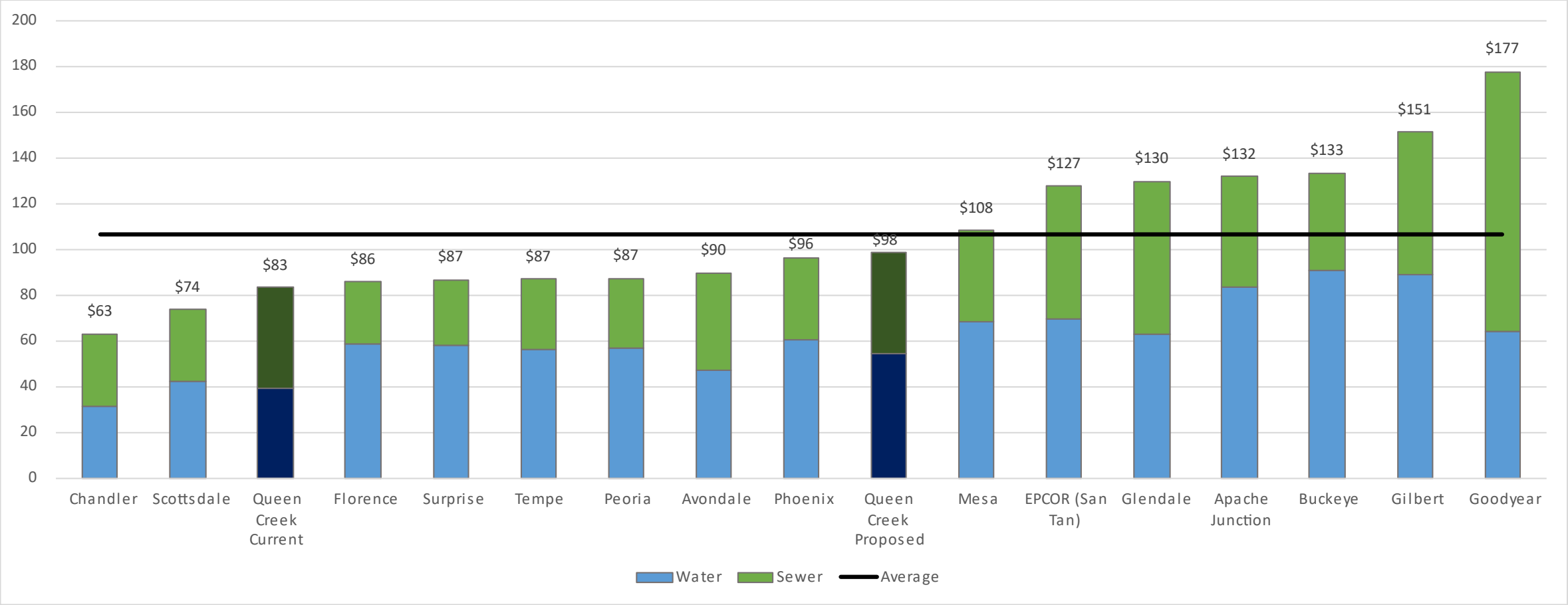
RECOMMENDATIONS

1. Move $5.7M of Operating Expenses to New Water Resource Fee
2. Annual Revenue Increase: ~$1M from rate adjustments
   - Increase Irrigation Rates, Construction Rates: ~$2.0M Annually from Structure
   - COS lower revenue for SF, Multi-Family, Non-Residential ~(-$1.0M)
   - Remove 1,000 Gallon Minimum in Fixed Charge
   - Multi-Family Fixed Charge to per unit basis = 25% SF Rate
   - Adjust Single Family tier rates to enhance conservation:
     - From: Tier 1 (up to 10k) = $2.04, Tier 2 (10-20) = $2.73, Tier 3 (>20) = $3.40
     - To: Tier 1 (up to 10k) = $1.50, Tier 2 (10-20) = $2.50, Tier 3 (>20) = $4.00
   - Commercial uniform rate = Tier 2; MF uniform rate = Tier 1; Irr uniform = Tier 3
   - Program to facilitate meter downsizing or separate landscape meters

Combined Bill Comparison – Single Family

Single Family Combined – 10,000 Gallons/Month			
	Current	Proposed	Change
Water Bill	$39.44	$36.08	-$3.36
WRF Bill (40% effluent credit)	N/A	$18.42	+$18.42
Wastewater Bill (70% RFF)	$43.99	$43.99	$0.00
Total Bill	**$83.43**	**$98.49**	**+15.06 (18%)**

Single Family – Water and Sewer Monthly Bill Benchmarking



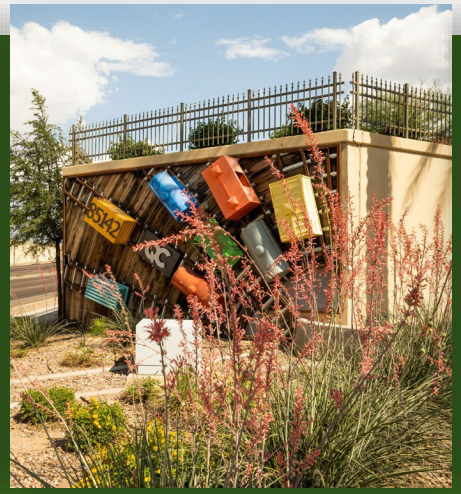
Customer Combined Bill Comparison – Non-Residential

Non-Residential: Various Customer Profiles					
	Current Water & Sewer	Proposed Water Base + Volume	Proposed WRF	Proposed Sewer	Total Proposed
Multi-Family Unit (100 Unit Complex w/6" Meter) 2,500 gallons	$34.71	$9.02	$1.54	$19.74	**$30.30 (-$4.41)**
Commercial SC1 2" 100,000 gallons	$979.17	$362.43	$30.70	$615.67	**$1,008.80 (+$29.63)**
Landscape 1" 25,000 gallons	$98.31	$135.13	$76.75	$0.00	**$211.88 (+$113.57)**
Construction 10,000 gallons	$161.00	$205.00	$30.70	$0.00	**$235.70 (+$74.70)**

- Town prepared to facilitate meter downsizing or separate landscape meters for certain customers as applicable

Discussion

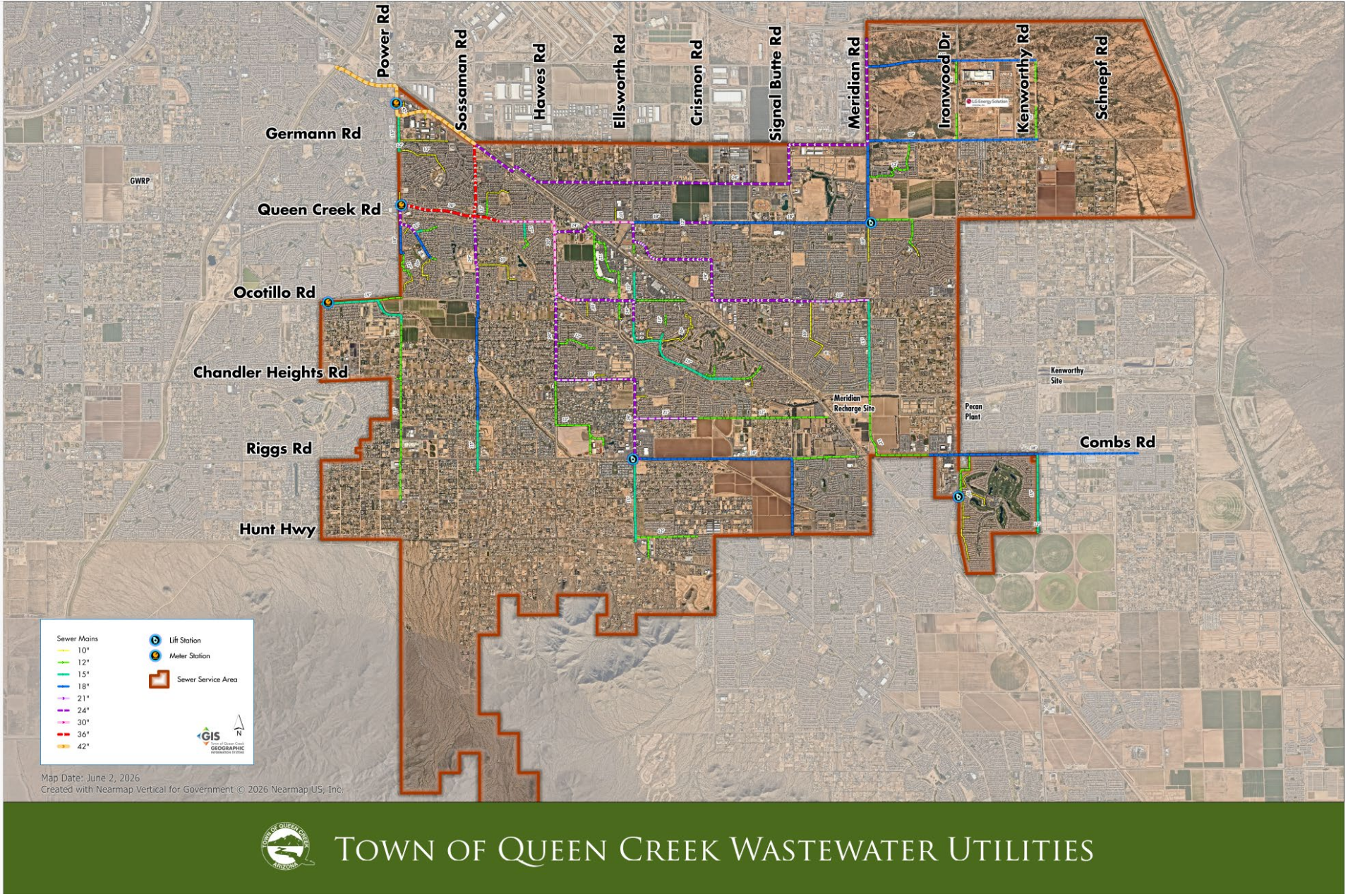
TOWN OF QUEEN CREEK ARIZONA



Wastewater Rate Study Results

Town of Queen Creek Utility State Study

October 7, 2026



TOWN OF QUEEN CREEK WASTEWATER UTILITIES

TOWN OF QUEEN CREEK ARIZONA

- 25k Accounts
- 99% Gravity – Saves $$$
- Treatment at Greenfield Water Reclamation Plant

Wastewater Treatment

Greenfield Water Reclamation Plant (GWRP)

- Town of Queen Creek, Town of Gilbert & City of Mesa

  - Current Flow: ~5 MGD
  - Queen Creek Capacity: 4 + 2 MGD
  - Build Out Queen Creek WW Flow: 10-12 MGD
  - Total Plant Capacity: 30 MGD
  - 2028 – 2030 Next Expansion

REDUCE THE USE
QC WATER CONSERVATION
Where does the water come from?
The Lake at Mansel Carter Oasis Park
TOWN OF QUEEN CREEK ARIZONA
1 Home Use
2 Treatment
3 Recharge to Aquifer
4 Pump from Aquifer
5 Lake
6 Park Irrigation
WELL/ PUMP HOUSE
QueenCreekAZ.gov/ReduceTheUse

Wastewater Rates

TOWN OF QUEEN CREEK ARIZONA

BACKGROUND

- Last Updates:
  - Single-Family Rates
    - 2019: $5 (5%) monthly reduction (lowered return flow from 90% to 70%)
    - 2021: Created Single-Family Residential 17K Gallon Cap
    - 1,432 Accounts Saving $392K in FY 25-26
  - Commercial Rates: 2015 Increase
- Average Single-Family Monthly Bill: $44
  - Reminder: 3-Month Winter Average Resets Annually in July
    - Bill changes are based on water use changes from prior year
- Current Update
  - Perform cost of service analysis to establish proportional distribution of costs
  - Evaluate opportunities to align rate structure with industry practices

Revenue and Customer Growth Projections

TOWN OF QUEEN CREEK ARIZONA

1 ERU = 3/4“ Meter Equivalent	FY 2027*	FY 2028	FY 2029	FY 2030	FY 2031
Total ERUs	24,828	25,924	26,592	27,404	29,116
New ERUs	1,223 (5.18%)	1,086 (4.37%)	667 (2.57%)	812 (3.05%)	1,712 (6.25%)
Rate Revenue	$11.8M	$12.8M	$13.6M	$14.4M	$15.8M

Operating Reserve Targets

TOWN OF QUEEN CREEK ARIZONA

Reserve Targets

Performance Indicators	Target 1	Basis	FY 2027	FY 2028	FY 2029
General Contingency	2.0%	Percentage of Operating Expenses	153,322	161,479	186,358
Liquidity	60	Days of Operating Expense & Debt Service	1,511,869	1,578,659	1,660,130
Rate Stabilization Reserve	2.5%	% Variations in billed volume (volumetric rate revenue)	442,755	481,331	508,516
Emergency R&R Reserve	$ 1,000,000	Estimated cost of unplanned line repair/replacement	1,030,000	1,060,900	1,092,727
Emergency GWRP R&R Reserve	$ 500,000	To withstand fluxuation in annual capital expenses	515,000	530,450	546,364
Asset Replacement Reserve	3.0%	3% of Net Capital Assets	3,613,530	3,639,176	3,662,383
Pension Reserve	$ 750,000	Requirement per staff	750,000	750,000	750,000
Minimum Recommened Reserves (excludes Asset Reserve)			**4,402,946**	**4,562,820**	**4,744,094**
Min. Reserve in Days of O&M Expense			210	206	186
Min. Reserve in Months of O&M Expense			6.89	6.78	6.11
Future Reserve Target (included build-up for Fixed Asset Replacement)			**8,016,477**	**8,201,997**	**8,406,477**
Future Reserve Target in Months of O&M Expense			381.68	370.79	329.30
Future Reserve Target Reserve in Months of O&M Expense			12.55	12.19	10.83

Schedule of Key Operating & Capital Costs

	Expense Basis	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
GWRP	Rental Rate, Charges for loadings 9-15% avg. increase	$3.5M	$3.8M	$4.9M	$5.6M	$6.6M
Other Operating (collection, customer service, admin, shared services)	~5.0% for chemical, electric costs, 3.0% default	$6.7M	$7.5M	$8.4M	$8.5M	$9.6M
Customer Service Cost Allocation	Phase in to account based fee	$564K	$602K	$579K	$621K	$680K

- Stantec worked with the Town to create a standalone module to forecast GWRP costs
- GWRP Facility CIP $16M FY 2029 - 2031

Wastewater Fund Forecast

TOWN OF QUEEN CREEK ARIZONA

4% revenue increase as a result of cost-of-service analysis

FAMS Financial Analysis & Management System | By Stantec

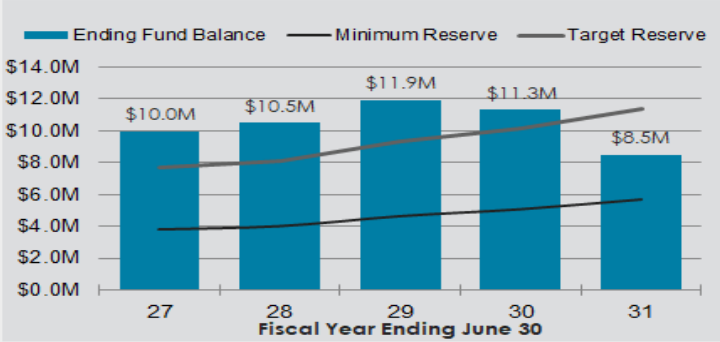
TOWN OF QUEEN CREEK, AZ - WASTEWATER

Stantec

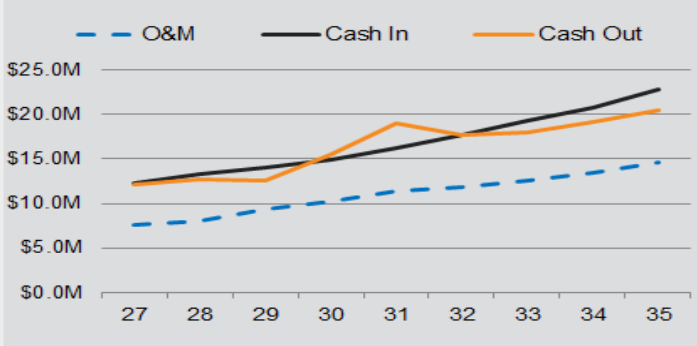
CALC | SAVE | CTRL | LAST | OVR

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Wastewater Rate Plan	4.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

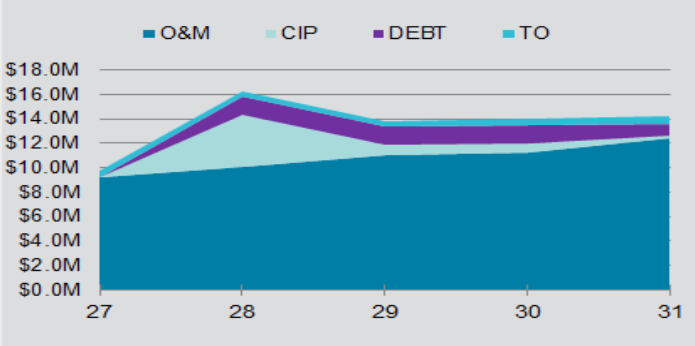
Operating Fund



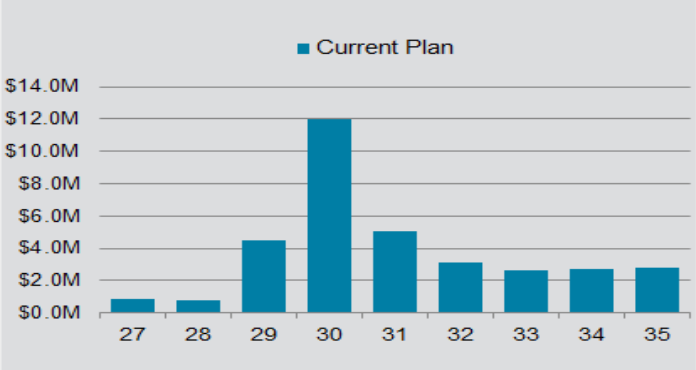
Revenues vs. Expenses



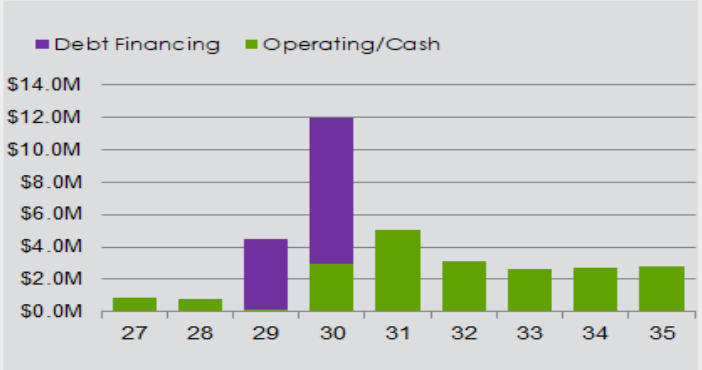
Expenses by Type



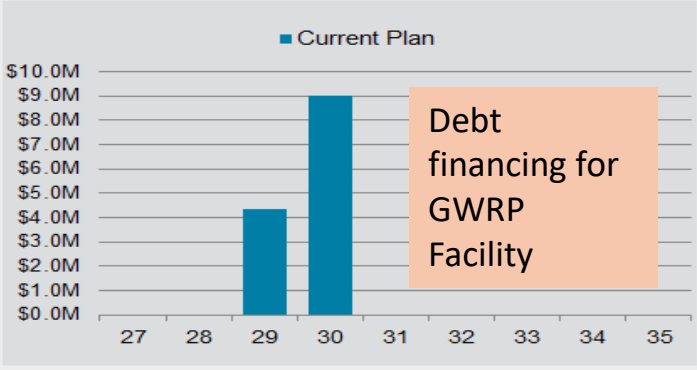
CIP Spending



CIP Funding



Borrowing

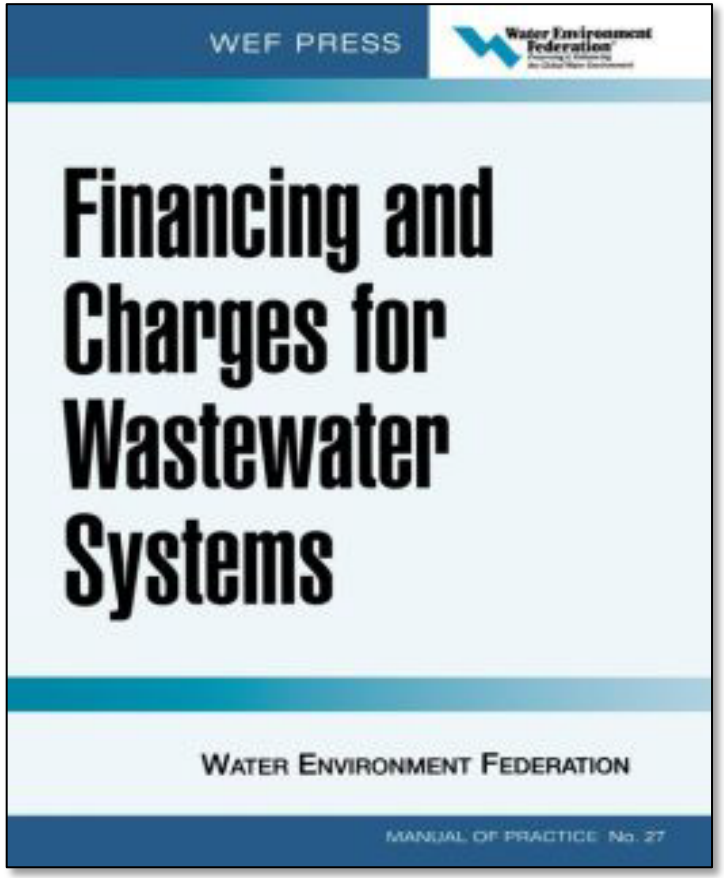


Debt financing for GWRP Facility

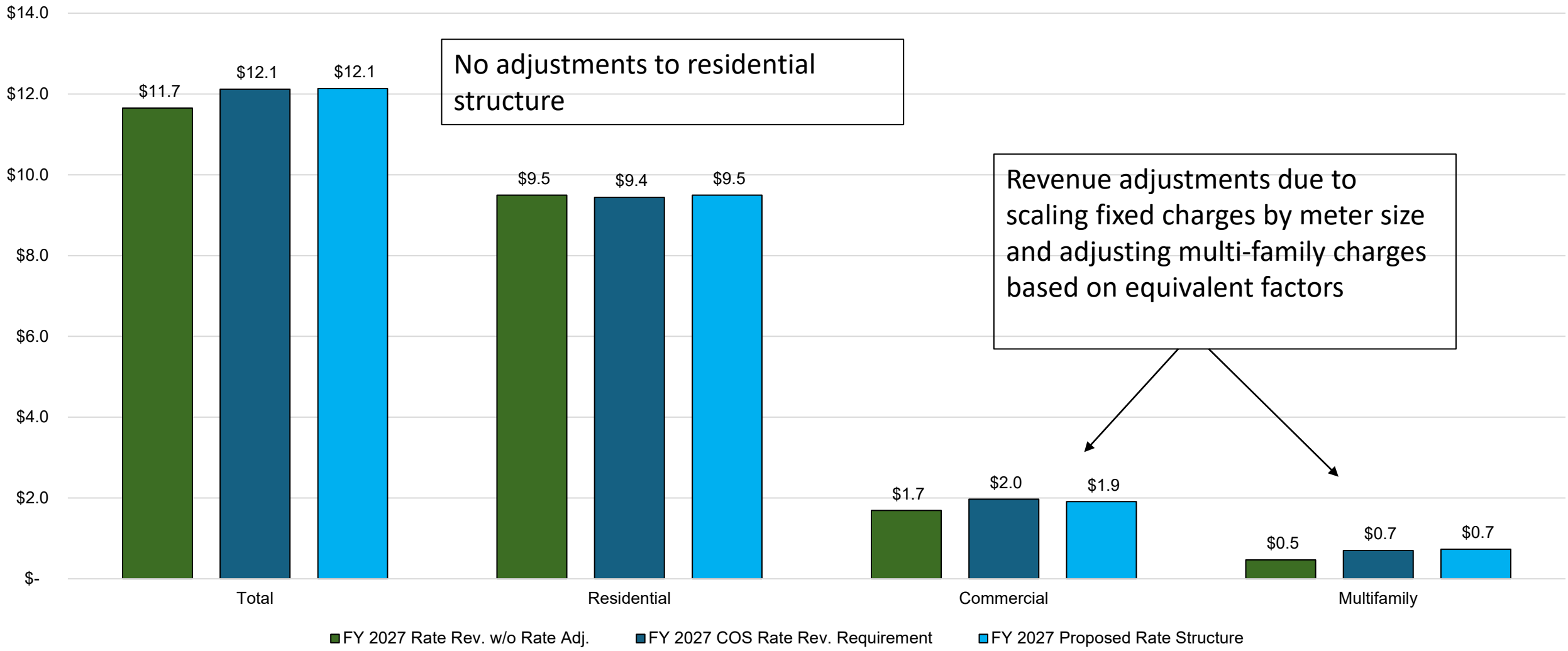
Cost Allocation Methods

- Goal: Determine equitable distribution of revenue to be recovered by customer class based on **cost to serve each class**

- Approach: Allocate to customers based on volume and strength of flows



FY 2027 Cost-of-Service (COS) Results



No adjustments to residential structure

Revenue adjustments due to scaling fixed charges by meter size and adjusting multi-family charges based on equivalent factors

Current Rates & Rate Design Objectives

Current Rates	Residential	Multifamily (no current distinct class: commercial rates)	Commercial
Fixed Rate	$10.25	$11.96	$11.96
Volumetric Rate/KGAL	$4.82	$5.61	$5.61

Objectives

1. Align rate adjustments with results of COS study
2. Calculate a multifamily fixed rate per unit at 75% of residential fixed rate
3. Align multifamily volumetric rate with residential class
4. Scale commercial fixed rates by meter size

Proposed Rate Structure

TOWN OF QUEEN CREEK ARIZONA

Meter Size	Residential per Account	Multifamily per Unit	Commercial
3/4 Inch	$10.25	$7.69	$10.25
1 Inch			$17.08
1.5 Inch			$34.17
2 Inch			$54.67
3 Inch			$119.58
4 Inch			$170.83
6 Inch			$341.67
Volumetric Rate/KGAL	$4.82	$4.82	$5.61

Scaled using flow rates from installed meters by size

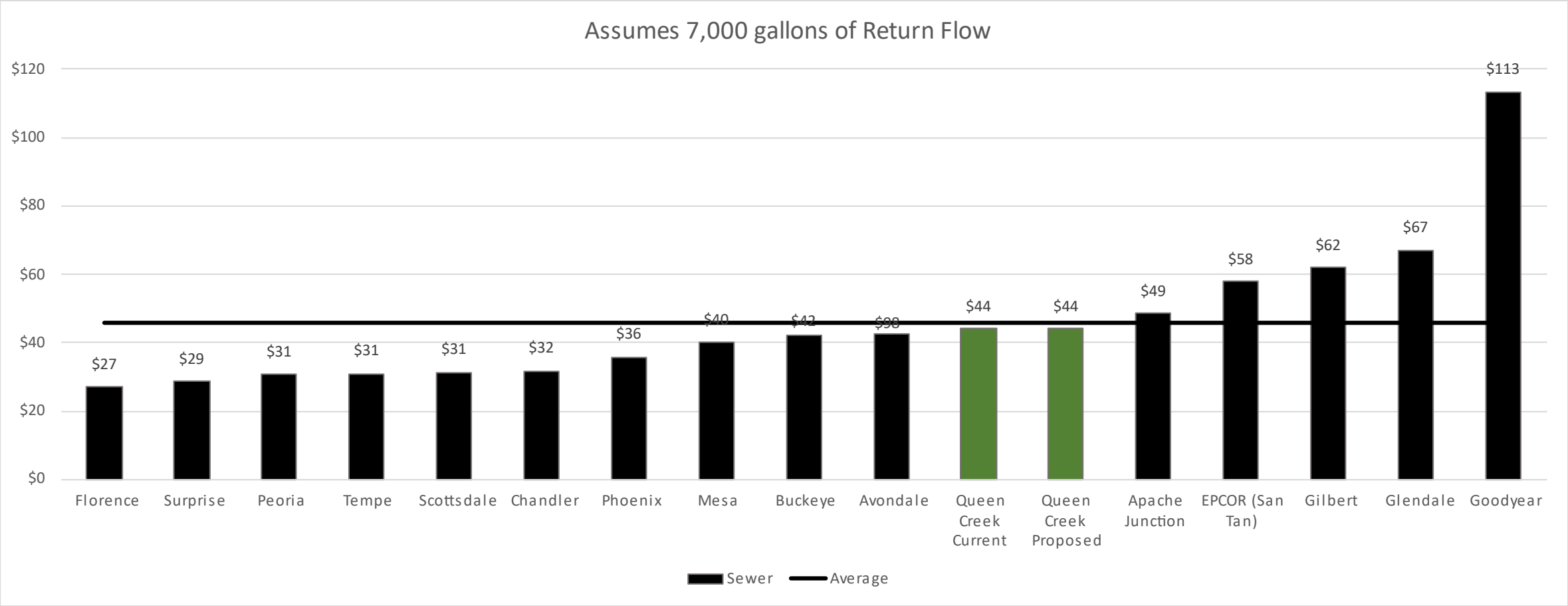
Monthly Bill Impacts: Single-Family Residential

TOWN OF QUEEN CREEK ARIZONA

- No proposed changes to single-family residential rates -> $0 monthly bill impacts under same Average Winter Water Use (AWWU).
- Only change to monthly bill would be from annual AWWU update.

$0 Bill Impact for Single-Family Residential Customers

Single Family – FY 2027 WW Benchmarking



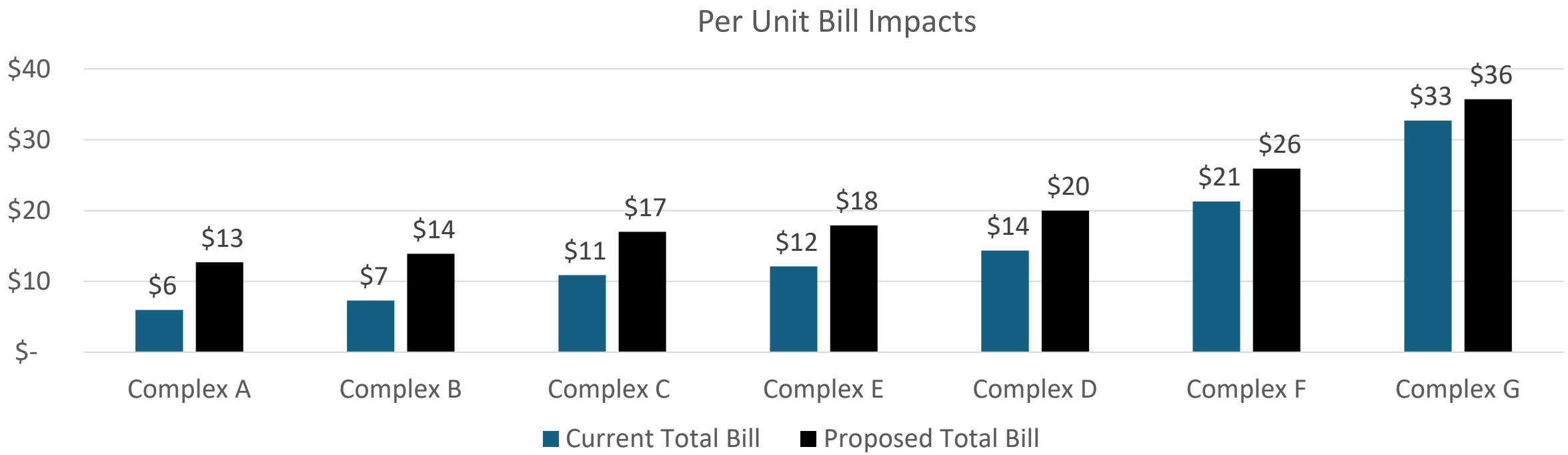
Wastewater Bill Comparison – Commercial

TOWN OF QUEEN CREEK ARIZONA

Meter Size	Number of Accounts	Typical Customer Monthly Use (KGAL)	Current Monthly Bill	Proposed Monthly Bill	Wastewater Monthly Bill Impact ($)	Wastewater Monthly Bill Impact (%)
3/4 inch	44	15	$96.11	$94.40	-$1.71	-2%
1 inch	78	25	$152.21	$157.33	$5.12	3%
1.5 inch	120	75	$432.71	$454.92	$22.21	5%
2 inch	198	135	$769.31	$812.02	$42.71	6%
3 inch	16	205	$1,162.01	$1,269.63	$107.62	9%
4 inch	8	495	$2,788.91	$2,947.78	$158.87	6%

- Each individual customer impact will vary – these bill impacts are limited to wastewater, and the ultimate total utility bill would include all services.

Multi-Family Bill Impacts – By Complex (Using complex-specific average monthly usage)



- Well established, high occupancy complexes: **$3-$6** monthly bill impacts.
- Bill impacts reflect rate structure changes informed by COS results.

Wastewater Rates (continued)

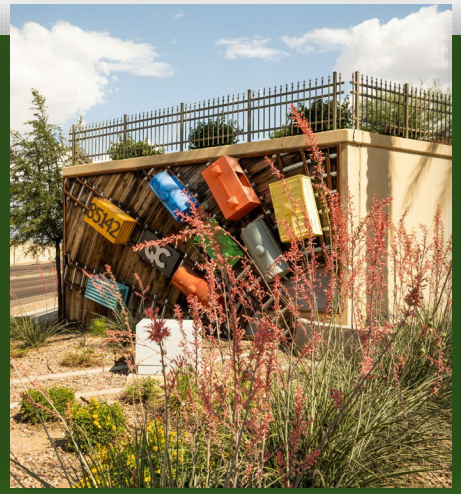
TOWN OF QUEEN CREEK ARIZONA

RATE RECOMMENDATIONS

- Annual Revenue Increase: $0.4M from rate adjustments
- Single-Family Homes: No Changes
    - Multi-Family: +$0.2M Annually from structure changes
        - Fixed charge @ 75% of Single-Family Rate per unit
        - Align with Single-Family Flow Rates (lower)
    - Commercial: +$0.2M Annually from structure changes
        - Fixed rates scaled by meter size (industry practice)
        - No change to flow rate
- Consider future rate indexing based on W&S CPI (or 3%)

Discussion

TOWN OF QUEEN CREEK ARIZONA



Proposed CAGRD Reimbursement Program

Town Council Meeting

October 21, 2026

1. CAGRD Overview and Proposed Reimbursement Process

Current CAGRD Process Overview

Current CAGRD Accounts

TOWN OF QUEEN CREEK ARIZONA

Type of Account	Single-Family	HOAs*	Multi-Family*	All Other	TOTAL	%
Post-2004	27,694	98	11	223	28,026	61%
Pre-2004	12,382	39	3	53	12,584	27%
CAGRD Exempt	4,227	16	29	1,084	5,292	11%
TOTAL	**44,184**	**127**	**29**	**1,327**	**46,204**	

CAGRD and WRF

Background and Purpose

- The Water Resource Fee will replace CAGRD beginning with CAGRD 2026 obligations (groundwater use in calendar 2026).
  - While the Town are still awaiting ADAWS, customers will have to pay CAGRD replenishment obligations and Annual Membership Dues.
  - CAGRD and the property owner enter into a "contract" with the property owner when the property is activated/established in the AMA.
  - Note – Customers are still responsible for their 2025 CAGRD usage which will be paid as late as April 2027.

CAGRD and WRF
Background and Purpose (continued)

- Staff have made every effort with Pinal and Maricopa Counties (both Treasurer's and Assessors' Offices) and CAGRD to have the Town intercede and pay CAGRD liabilities on-behalf-of customers.
  - For now, there is no way for us to do that.
  - There are legislative measures at the State level that will be pursued to make this happen, but that will take time.
- The Town will continue to offset CAGRD obligations with GWECs to its highest ability for Pre-2004 (100% offset) and Post-2004 (1/3 offset) customers.

CAGRD and WRF
Background and Purpose **(concluded)**

- **<u>Post</u>-2004** customers will still have their 2/3s CAGRD replenishment obligations to pay after the Town applies GWECs in addition to their Annual Membership Dues (AMDs).
    - They are eligible to have both reimbursed.
- **<u>Pre</u>-2004** customers will be eligible to have their Annual Membership Dues reimbursed.
- ***<u>Purpose of the Program</u>***: The Town will make property owners/CAGRD payers whole through a proposed reimbursement process.

Proposed CAGRD Reimbursement Overview

TOWN OF QUEEN CREEK ARIZONA

Current

GW- Groundwater

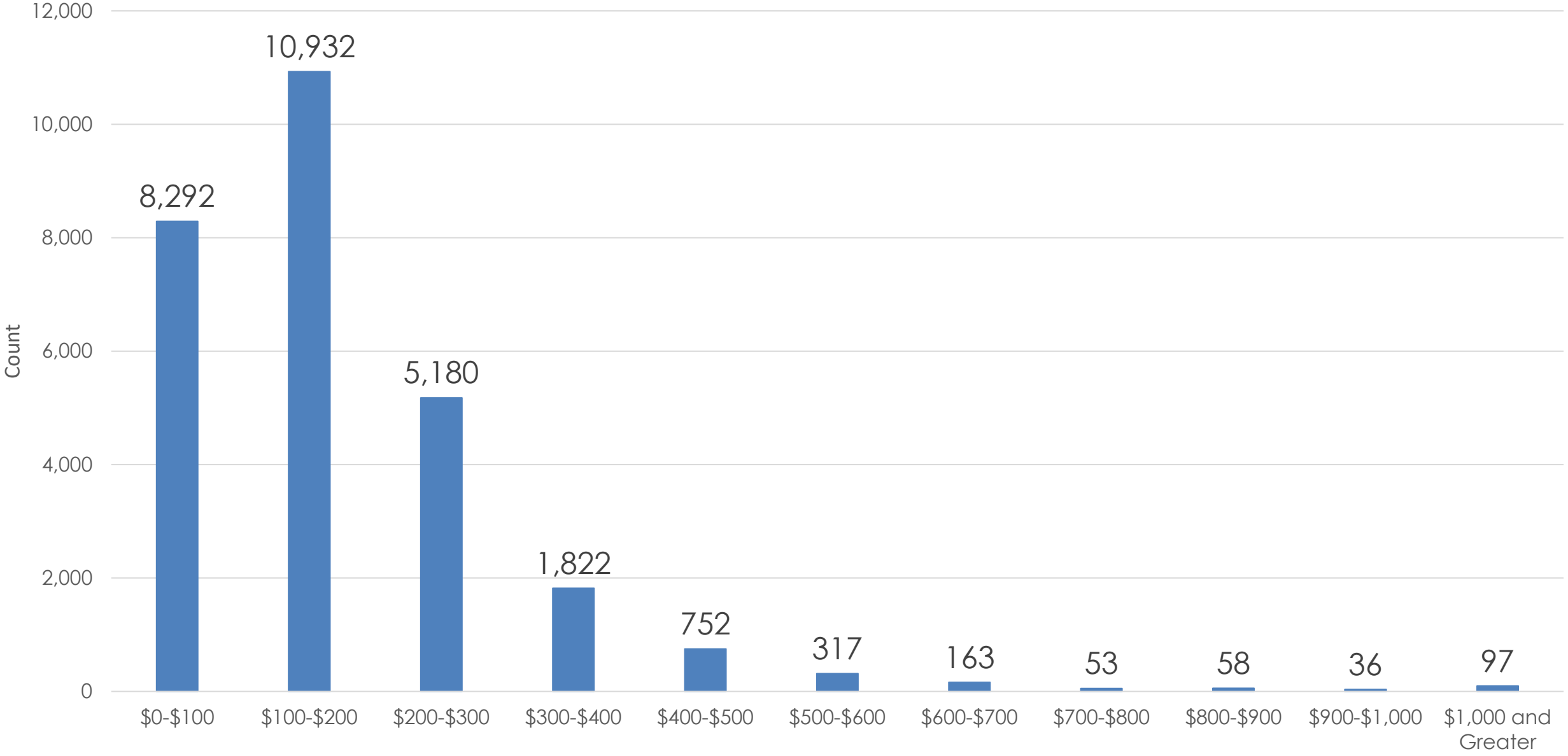
Proposed

Current CAGRD Accounts

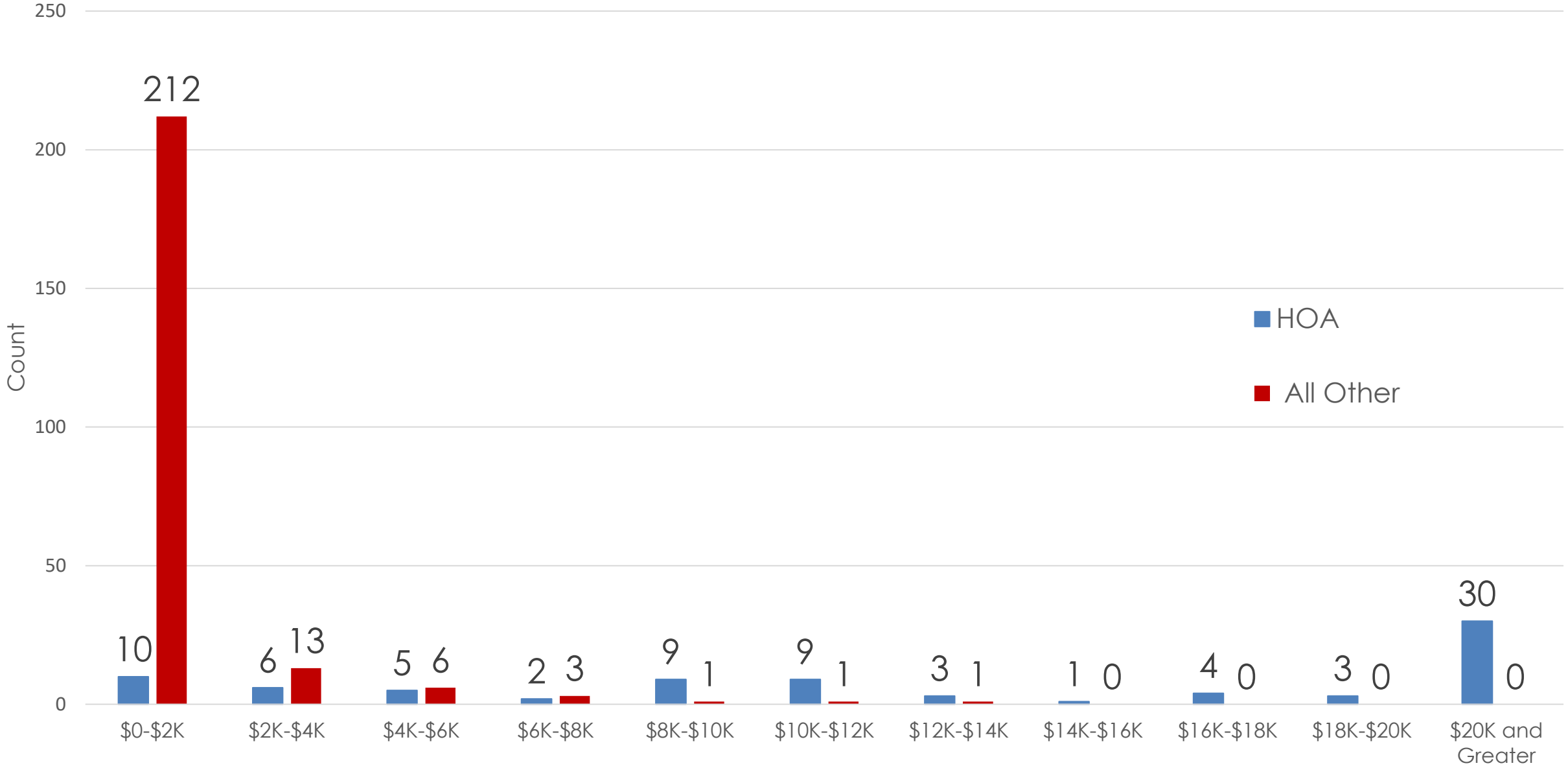
TOWN OF QUEEN CREEK ARIZONA

Type of Account	Single-Family	HOAs*	Multi-Family*	All Other	TOTAL	CAGRD Replenishment Obligations
Post-2004	27,694	98	11	223	28,026	**- GWECs -1/3 - Repl. Obligation Reimbursed – 2/3 - AMDs – 100% Reimbursed**
Pre-2004	12,382	39	3	53	12,584	**- GWECs – 100% - AMDs – Reimbursed**
CAGRD Exempt	4,227	16	29	1,084	5,292	**Exempt**
TOTAL	**44,184**	**127**	**29**	**1,327**	**46,204**	

Single-Family Reimbursements: $4.8M



HOA $2.0M and All Other $0.2M Reimbursements



Proposed CAGRD Reimbursement Overview

TOWN OF QUEEN CREEK ARIZONA

Post-2004 Accounts	Single-Family	HOAs	All Other	TOTAL
Year 1 QC Replenishment Obligation Reimbursements	**$4.8M**	**$2.0M**	**$0.2M**	**$7.0M**
	69%	29%	3%	
Post-2004 Accounts	27.7K	82	237	28.4K

Proposed CAGRD Reimbursement Overview **(continued)**

TOWN OF QUEEN CREEK ARIZONA

- **Focus on Customer Impact:** There are approximately 27K accounts that would be eligible for reimbursement in October 2027.
  - To assure timely and smooth process for customers, staff propose engaging an experienced third party.
- **Prioritize the Customer Experience**: Minimize customer effort and financial impact through a timely and straightforward reimbursement process via website.
- **Establish Clear Expectations**: Clearly communicate eligibility, required documentation, submission deadlines, and anticipated reimbursement timelines.

Proposed CAGRD Reimbursement Overview **(continued)**

- **Ensure Accurate and Equitable Reimbursement**: Reimburse eligible property owners for applicable post-2004 CAGRD (a) Annual Membership Dues and (b) annual replenishment obligations.
- **Create a Consistent, Coordinated Process**: Establish standardized policies, procedures, and internal coordination to ensure timely processing, consistent customer service, and accountability.

Proposed CAGRD Reimbursement Next Steps

- **Contract a Third-Party Vendor**: Town Staff will find a qualified vendor that has experience with utility reimbursements, rebates, refunds, etc., and begin structuring the program.
- **Notify Customers/Property Owners**: Once program has been structured, begin notifying customers and property owners of the Town's plan to reimburse their CAGRD obligations.
- **Implementation Target Date** - CAGRD Reimbursement program established by first date in which customers can pay their CAGRD bills – September/October 2027

Comments & Questions

TOWN OF QUEEN CREEK ARIZONA

Water Resource Fee

Outreach Update - Oct. 21, 2026

Timeline

Late 2025	Resolution to develop water resource fee with process slated for fall 2026
Sept. 2, 2026	Introduction of the proposed fees
Sept. 16, 2026	Notice of Intent • Increase Water Capacity Fee - impacts new development only • New Development Water Resource Capacity Fee - impacts new development only • New Water Resource Fee - impacts water customers • Adjust Rates Related to Service & Delivery (water, wastewater, solid waste)
60-Days	Public Education
Nov. 18, 2026	Public hearing & possible approval (year one only)
Dec. 21, 2026	Earliest applicable date for capacity fees - impacts new development only
Jan. 27, 2027	Earliest applicable date for customer water resource fee & other non-capacity fees
March 9, 2027	Earliest bills with new customer rates and fees
Fall 2027	Process starts for year two

Water Self-Sufficiency

- The Town of Queen Creek has been making strategic investments in water for nearly a decade.
- Queen Creek owns a safe and reliable water supply not subject to cuts.
- Reliable water. Local control. A stronger future.

Water Resource Fee

To achieve water self-sufficiency, the Town is implementing a dedicated water resource fee.

Water Resource Fee funds…

- Long-term water supplies that are drought proof and reduce local groundwater pumping & related infrastructure
- Remaining replenishment / replacement
- Water resource programs

Water Resource Fee replaces…
CAGRD (89% of Queen Creek customers are assessed). The Town has been paying CAGRD at the highest allowable rate for customers since 2018, saving $71 million.

Year One

- $3.07 per 1,000 gallons, with estimated annual incremental increases (new public process each year)
- Wastewater credit based on the water the Town receives back through the Town's wastewater system.
  - Residential 40%
  - Mixed Use with landscaping 80%
  - Mixed Use with no landscaping 90%

Average monthly impact (based on 10,000 gallons)

- $30.70 in year one, not on Town sewer
- $18.42 in year one with the wastewater credit

TOWN OF QUEEN CREEK ARIZONA

Multi-Phase Outreach & Education

September 2026
Introduction of fee details

November 2026
Public hearing and possible action

Early 2027
Earliest applicable date

September 2026

Introduction of fee details

Sept. 3 to 16 (completed)

- Webpage available
- Internal communication
- News release
- Town social media (FB / IG / X / NextDoor)
- Information added to Town homepage & MyUtiltiies
- Media interviews
- Creek Peek
- Email blasts:
  - Irrigation customers
  - HOA contacts
  - School contacts
  - Boards & Commissions
- Presentations & meetings:
  - PRAC, P&Z, TAC, Econ Dev Summit
  - First HOA meeting
  - First public meeting
  - First senior program meeting
  - First irrigation meeting
  - First office hours

Online Rate Calculator For Water/WRF & CAGRD

- Estimates for residential, single-family customers related to *Water Resource Fee (and any tier impacts)*
- Base fees, consumption, water resource fee, sewer credit (if applicable), and total estimated monthly bill
- Demonstrate the current estimated CAGRD liability for applicable customers
- Estimated full monthly CAGRD assessment, CAGRD assessment remaining after Town offsets, and CAGRD assessment being brought down to $0.00 (post 2026)

TOWN OF QUEEN CREEK ARIZONA

RESIDENTS COMMUNITY GOVERNMENT BUSINESS I WANT TO ?

Monthly Resource Calculator

The calculator is for residential customers. It uses the currently proposed water resource fee of $3.07 per 1,000 gallons and any applicable wastewater credit (currently proposed at 40% for residential customers, based on the average volume received back through the Town's wastewater system).

The Town is evaluating a credit for septic customers based on the limited credit recognized by ADWR. The calculator currently does NOT reflect any septic credit.

This calculator provides an estimate only. Your actual water bill may vary based on factors such as water usage, meter size, fees, and taxes.

Meter Number ?

Meter Size ? 3/4"

Diversified ? Town Sewer ?

Average Monthly Consumption (in Gallons)

89% of Queen Creek water customers are assessed a fee from Central Arizona Groundwater Replenishment District (CAGRD) on their annual tax bill for groundwater replenishment.

Since 2018, **the Town of Queen Creek has been offsetting replenishment fees at the highest allowable rate** for customers (determined by when a subdivision was developed). This was an interim measure and not intended to continue long-term.

The Town's water resource fee will replace customer CAGRD fees.

The calculation below will estimate:

1. Your full monthly CAGRD assessment*
2. The remaining amount after the Town's offsets*
3. CAGRD fees moving forward (zero)

**billed annually via your property taxes*

Select your subdivision - if your subdivision isn't listed, your property taxes do not include a CAGRD fee.

Subdivision

-- Choose Your Subdivision/Neighborhood --

60-Day Waiting Period

Sept. 16 to date

- Webpage updated
  - 3,600 users, 5,100 views, 13,700 interactions (page views, clicks, etc.)
  - Calculator - 145 users, 230 views
- Internal communication
- News release
- Town social media (FB / IG / X / NextDoor)
  - Sept. 17 (26,000 impressions, 1,700 engagements)
  - Oct. 19 (16,600, 700 engagements)
- Information updated on Town homepage & MyUtiltiies
- Media interviews
- Creek Peek
  - Sept. 16 (4,360 – 68%)
  - Sept. 23 (4,360 – 69%)
  - Oct. 14 (4,400 – 68%)
- October water bills & inserts
- Direct email to each HOA on file with impacts
- Email blasts:
  - All water customers with an email on file (42,000 – 75% open)
  - All irrigation customers with an email on file (600 – 74% open)

60-Day Waiting Period

Sept. 16 to date (completed)

- Presentations & meetings:
  - PRAC, P&Z and MTAC
  - Second HOA meeting
  - Second & third public meetings
  - Second senior program meeting
  - QC Chamber meeting
  - General Plan focus group
  - Community HOA meetings (WRE, Ironwood Crossing)
  - Announcements at WaterSmart workshops
  - EVP meeting
  - San Tan Valley Town Council meeting
  - Five office hour sessions

60-Day Waiting Period

October / November (upcoming)

- Next office hours (weekly for two hours)
  - Oct. 28, 4 – 6 p.m.
  - Nov. 5, 10 a.m. – noon
  - Nov. 9, 3 – 5 p.m.
  - Nov. 17, 4 – 6 p.m.
- Next irrigation meeting – Oct. 27, 5:30 p.m.
- Update at EDC – Oct. 28, 7:30 a.m.
- Update at DTAP – Oct. 29, 4 p.m.
- Booth at Pancake Breakfast – Nov. 7, 9 – 11 a.m.
- QCUSD Board Meeting – Nov. 10, 4:30 p.m.
- Update at TAC – Nov. 12, 6:30 p.m.

Request a presentation on the website

November 2026*

Public hearing and possible action

Early 2027*

Earliest applicable date

Nov. 18

Public hearing at Town Council meeting

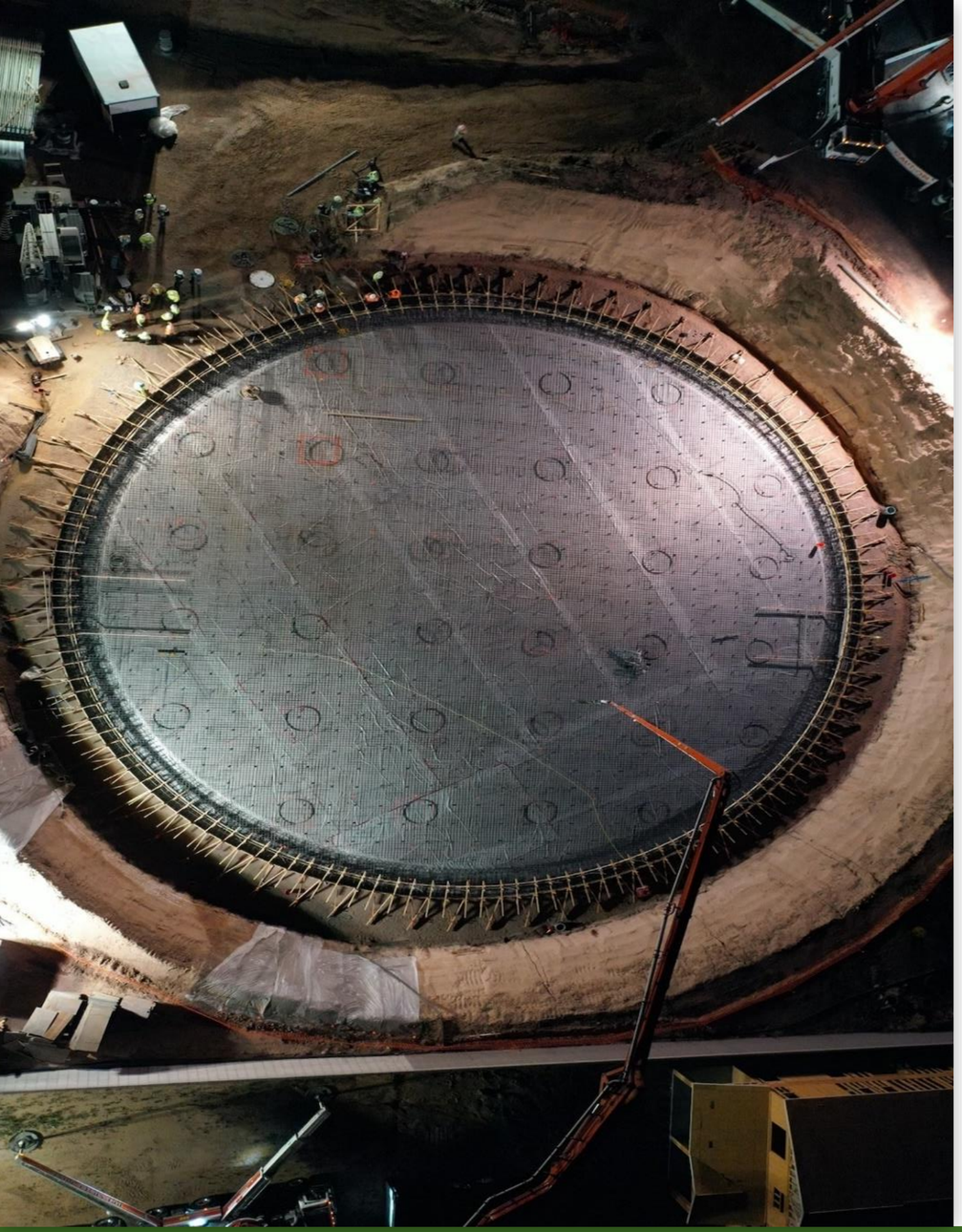
**if action is taken approving fees*

November / December

- Update website
- Internal communication
- Information across channels (social media, news release, Creek Peek, digital screens, signage, water bill, e-blasts)
- Meetings / presentations

Prior to Applicable Date & First Bill

- Update website
- Internal communication
- Information across channels (social media, news release, Creek Peek, digital screens, signage, water bill, e-blasts)
- Citizen Leadership Sessions



TOWN OF QUEEN CREEK ARIZONA

Inform all water customers of the Town's path to achieve ***water self-sufficiency*** *and how the water resource fee helps further that goal, outlining direct customer impacts.*

Timeline

Late 2025	Resolution to develop water resource fee with process slated for fall 2026
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TOWN OF QUEEN CREEK ARIZONA

Water Self-Sufficiency.

Reliable Water. Local Control. A Stronger Future.

More Information

QueenCreekAZ.gov

480-358-3000

Communication@QueenCreekAZ.gov

www.QueenCreekAZ.gov/WaterFuture

Town Newsletter