

**NOTICE OF REGULAR MEETING  
COMMON COUNCIL OF THE CITY OF COOLIDGE  
MONDAY, FEBRUARY 28, 2011 - 7:00 P.M.  
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD  
PINAL COUNTY, COOLIDGE, ARIZONA**

*Members of the City of Coolidge City Council will attend either in person or by telephone conference call or video communication.*

**CALL TO ORDER:**

1. Pledge of Allegiance
2. Roll Call

**PRESENTATIONS:**

3. Swear-In Newly Appointed Councilmember – Steve Hudson
4. Presentation by BWS Architects regarding the design development plan for the Downtown Civic Complex and Library
5. Presentation by the Coolidge Youth Coalition
6. Presentation by Central Arizona Association of Governments (CAAG) regarding the Pinal County Regional Transportation Plan (RTP)

**CALL TO THE PUBLIC**

THE PROCEDURES TO FOLLOW IF YOU ADDRESS THE COUNCIL ARE: COUNCIL REQUESTS THAT YOU EXPRESS YOUR IDEAS IN FIVE MINUTES OR LESS AND REFRAIN FROM ANY PERSONAL ATTACKS OR DEROGATORY STATEMENTS ABOUT ANY CITY EMPLOYEE, A FELLOW CITIZEN, OR ANYONE ELSE WHETHER IN THE AUDIENCE OR NOT. THE MAYOR WILL LIMIT DISCUSSION WHENEVER HE DEEMS SUCH AN ACTION APPROPRIATE TO THE PROPER CONDUCT OF THE MEETING. AT THE CONCLUSION OF AN OPEN CALL TO THE PUBLIC, INDIVIDUAL MEMBERS OF THE COUNCIL MAY RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE COUNCIL, MAY ASK STAFF TO REVIEW A MATTER OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS OF THE COUNCIL SHALL NOT DISCUSS OR TAKE LEGAL ACTION ON ANY MATTERS DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

**BUSINESS:**

7. To receive public comments on proposed recommended fees for the upcoming Summer Program, Kids Kamp 2011. **Public Hearing.**
8. **Resolution No. 11-02;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled “Amendment to Chapter 14 of the Coolidge City Code” amending Article 14-1 and Section 14-2-2, adding new Sections 14-2-12, 14-2-13, 14-3-7, 14-3-8, 14-3-9, and adding new Article 14-6 relating to the regulation of parking, traffic safety, motorized play vehicles and motorized skateboards. **Discussion and action.**

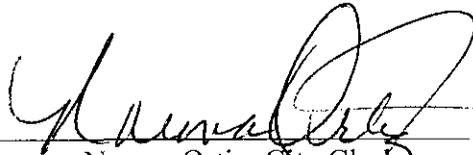
9. **Ordinance No. 11-01;** An Ordinance of the Mayor and City Council of the City of Coolidge, Arizona, adopting "Amendment to Chapter 14 of the Coolidge City Code" by reference which amends Article 14-1 and Section 14-2-2, adds new Sections 14-2-12, 14-2-13, 14-3-7, 14-3-8, 14-3-9, and adds new Article 14-6 relating to the regulation of parking, traffic safety, motorized play vehicles and motorized skateboards and providing for severability and the effective date thereof. **Discussion and action.**
10. **Resolution No. 11-03;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "Alarm Systems" relating to the regulation of alarm systems. **Discussion and action.**
11. **Ordinance 11-02;** An Ordinance of the Mayor and City Council of the City of Coolidge, Arizona, adopting that certain document known as "Alarm Systems" by reference as Chapter 21 of The Code of the City of Coolidge and providing for severability and the effective date thereof.. **Discussion and action.**
12. To receive public comments on creating an Entertainment Zone (district) within the City of Coolidge. **Public Hearing.**
13. **Resolution No. 11-04;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, designating an area within the City of Coolidge as an entertainment district. **Discussion and action.**
14. Consider approval of entering into a Service Agreement between Smartworksplus, Inc. and the City of Coolidge for implementation of a Phased Retirement Program for city employees. **Discussion and action.**

## REPORT FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER

### ADJOURNMENT

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE CITY CODE 2-4-1 OF THE CITY OF COOLIDGE AND A.R.S. §38-431, ET SEQ. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND THIS MEETING.

DATED this 23<sup>rd</sup> day of February, 2011



Norma Ortiz, City Clerk

PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. FEBRUARY 28, 2011.

*The Agenda and all supporting documents and materials pertaining to this Agenda together with Staff and Department Reports are available for viewing in City Hall and the Library during normal business hours.*

POST: 2-23-11

TIME: 5:00 P.M.



# 3

# City of Coolidge

130 W. Central Avenue  
Coolidge, Arizona 85128  
(520) 723-5361

TDD: (520) 723-4653 / Fax: (520) 723-7910

## OATH OF OFFICE

CITY OF COOLIDGE     }  
STATE OF ARIZONA     }  
COUNTY OF PINAL     }

I, Steve Hudson, do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, and of the City of Coolidge; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the Office of Councilmember according to the best of my ability, so help me God.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Oath administered by:

\_\_\_\_\_

|                                                           |                                                |                                             |                                                               |                                                     |                                                       |                                                     |
|-----------------------------------------------------------|------------------------------------------------|---------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------|
| Police Department<br>911 S Arizona Blvd<br>(520) 723-5311 | City Court<br>110 W. Central<br>(520) 723-6031 | Library<br>160 W. Central<br>(520) 723-6030 | Public Works<br>411 W. S. 1 <sup>st</sup> .<br>(520) 723-4882 | Parks & Recreation<br>660 S. Main<br>(520) 723-4551 | Growth Management<br>131 W. Pinkley<br>(520) 723-6075 | Fire Department<br>103 W. Pinkley<br>(520) 723-5361 |
|-----------------------------------------------------------|------------------------------------------------|---------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------|

**CITY OF COOLIDGE  
CITY COUNCIL PRESENTATION**

|                                                                                              |                                                                     |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>SUBJECT: Presentation of Design<br/>Development for the Civic Complex and<br/>Library</b> | <b>STAFF PRESENTER: Jill Dusenberry,<br/>Assistant City Manager</b> |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------|

Frank Slingerland with BWS Architects will present information regarding the design development plan for the Civic Complex and Library.

**DISCUSSION:**

In June 2009, the City entered into an amendment with Durrant to continue the development of the downtown Civic Complex. The amendment authorized Durrant to proceed with the schematic design and design development for the downtown Civic Complex. Durrant volunteered to work with the city during this time frame to develop options for including a new library facility on the downtown campus.

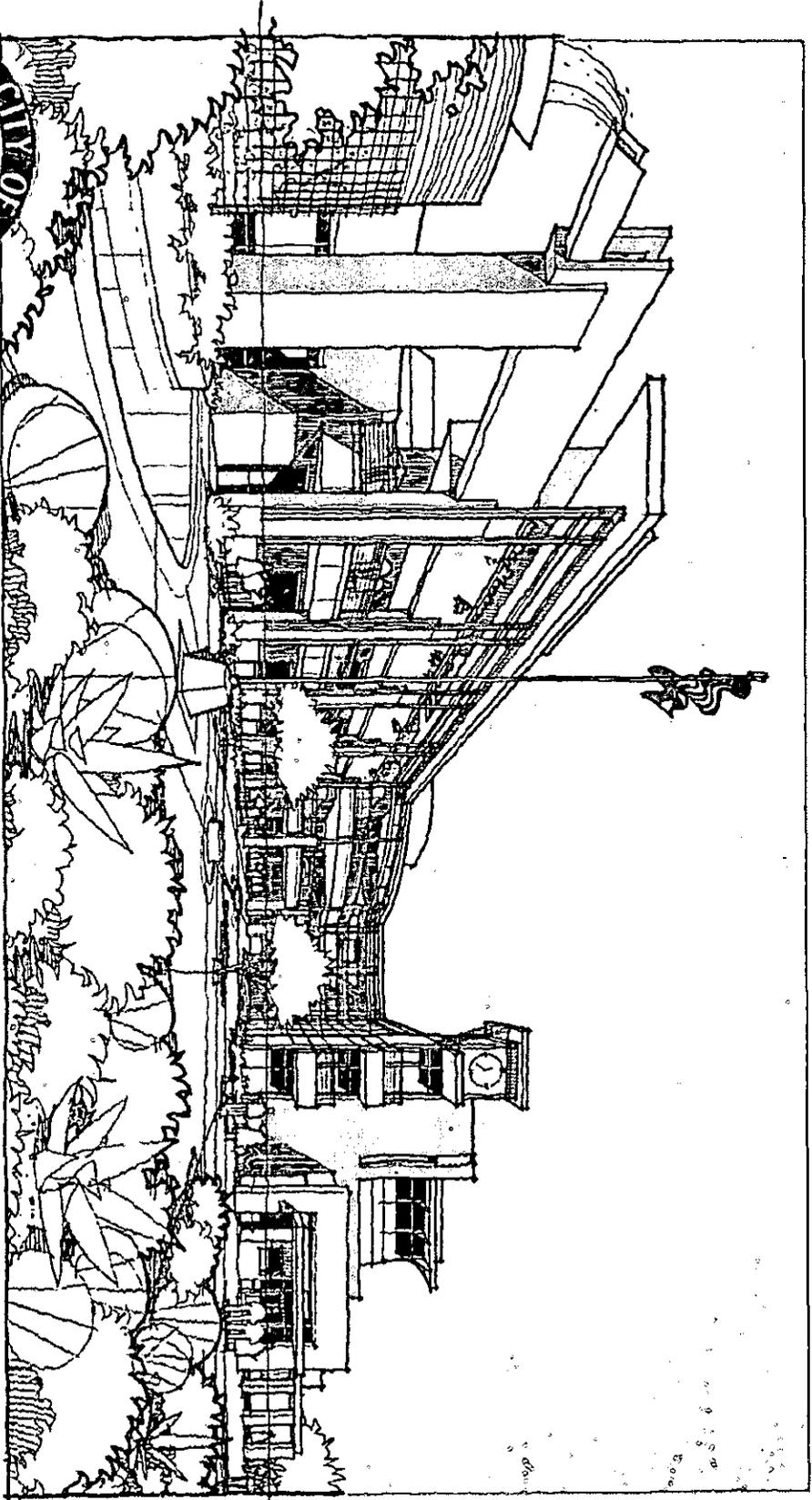
Since June, staff has been meeting with Durrant and BWS Architects to review the schematic design for the Civic Complex, to include a library into the complex and then complete the design development phase of this project.

The schematic designs and design development phase is nearly completed and the project will go on hold once again until resources are identified to fund the development of construction documents and the final financing for the project is identified.

City of Coolidge

# CIVIC CENTER

January 2011



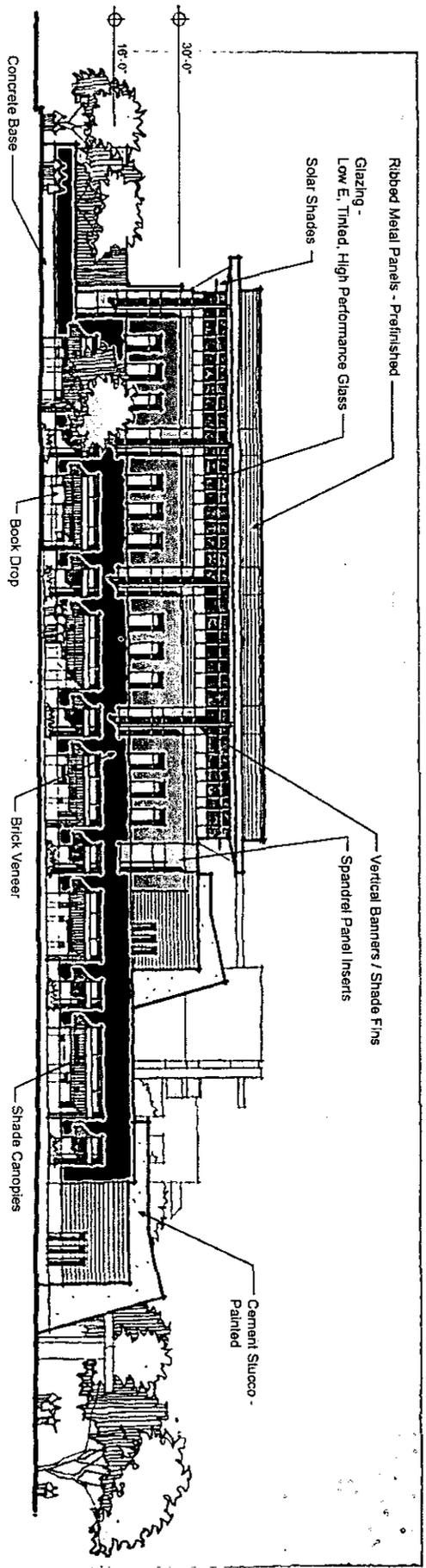
# DESIGN DEVELOPMENT

bws ARCHITECTS



# WEST ELEVATION

City of Coolidge  
**CIVIC CENTER**  
January, 2011



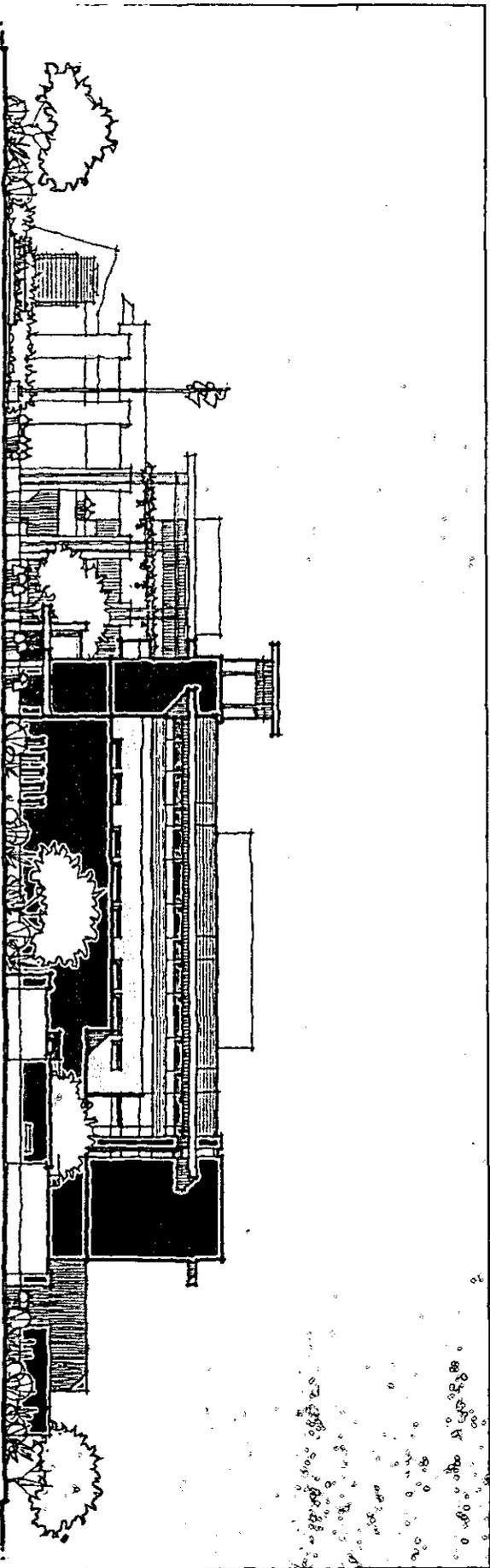
# DESIGN DEVELOPMENT

bws ARCHITECTS

# EAST ELEVATION

# CIVIC CENTER

City of Coolidge  
January, 2011



# DESIGN DEVELOPMENT

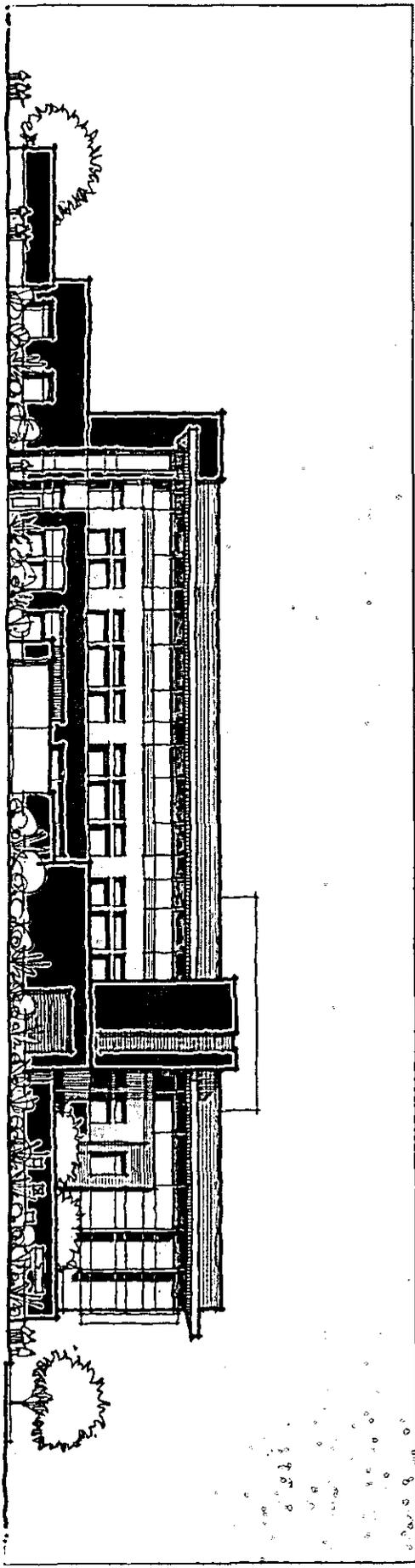
bws ARCHITECTS



# NORTH ELEVATION

City of Coolidge  
**CIVIC CENTER**

January, 2011



# DESIGN DEVELOPMENT

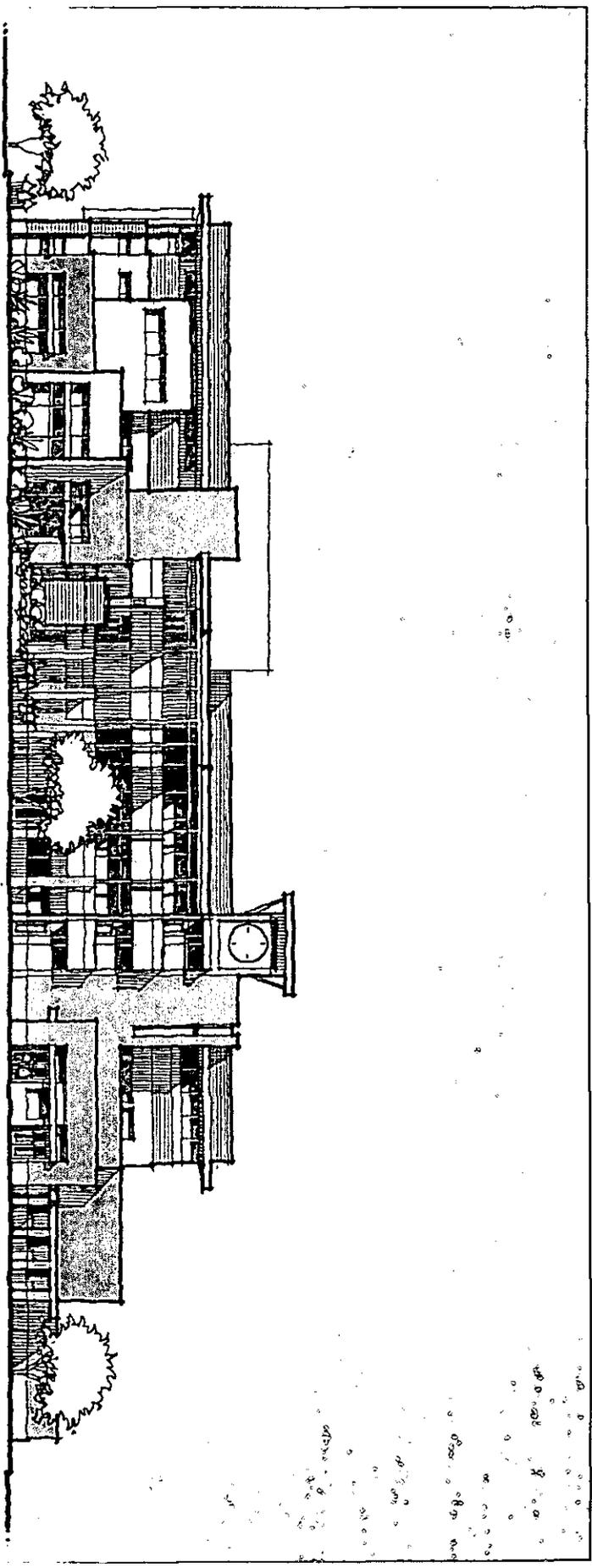
bws ARCHITECTS 

# SOUTH ELEVATION

# CIVIC CENTER

City of Coolidge

January, 2011



# DESIGN DEVELOPMENT

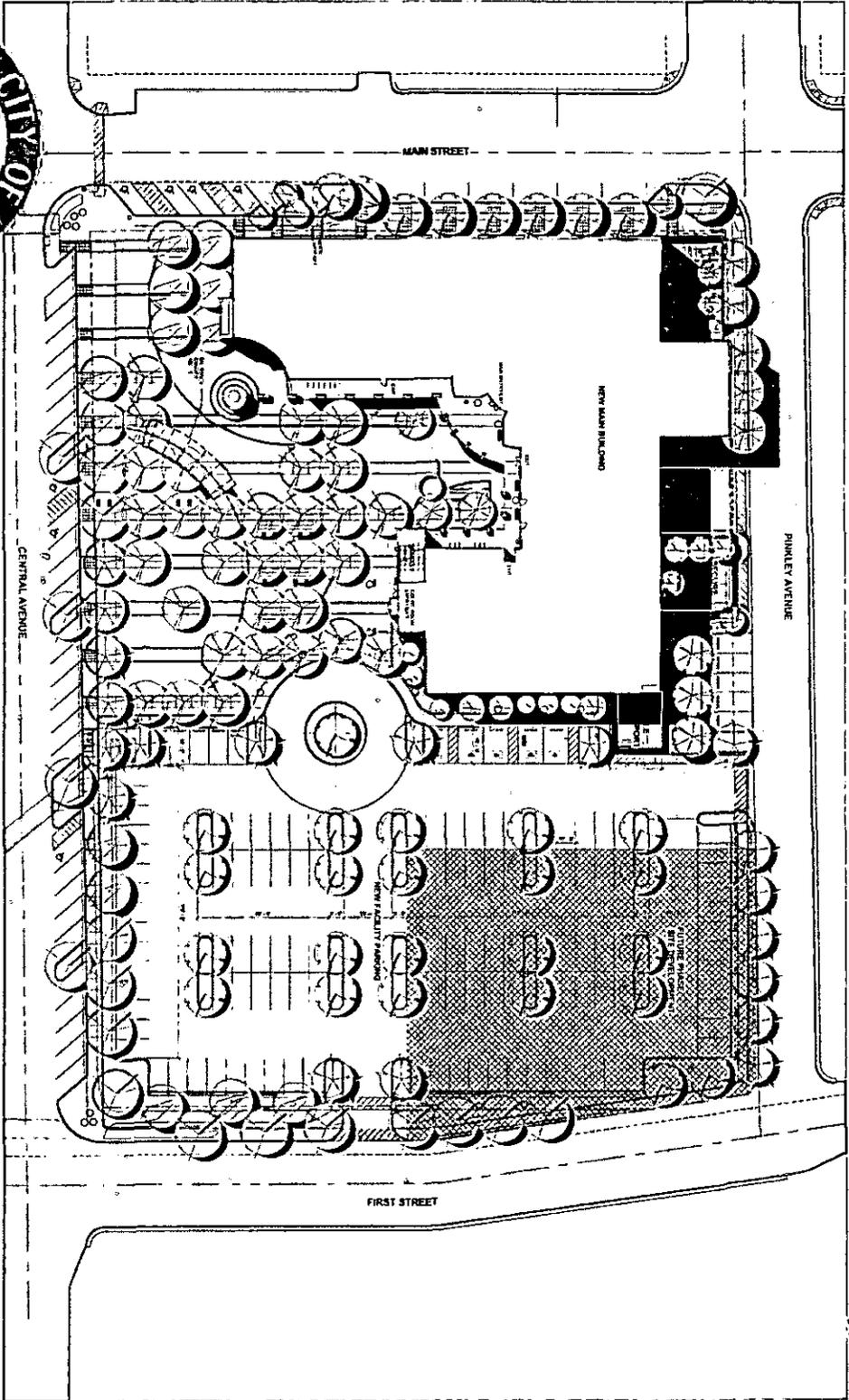
bws ARCHITECTS



City of Coolidge

# CIVIC CENTER

**SITE PLAN** January, 2011



# DESIGN DEVELOPMENT

bws ARCHITECTS

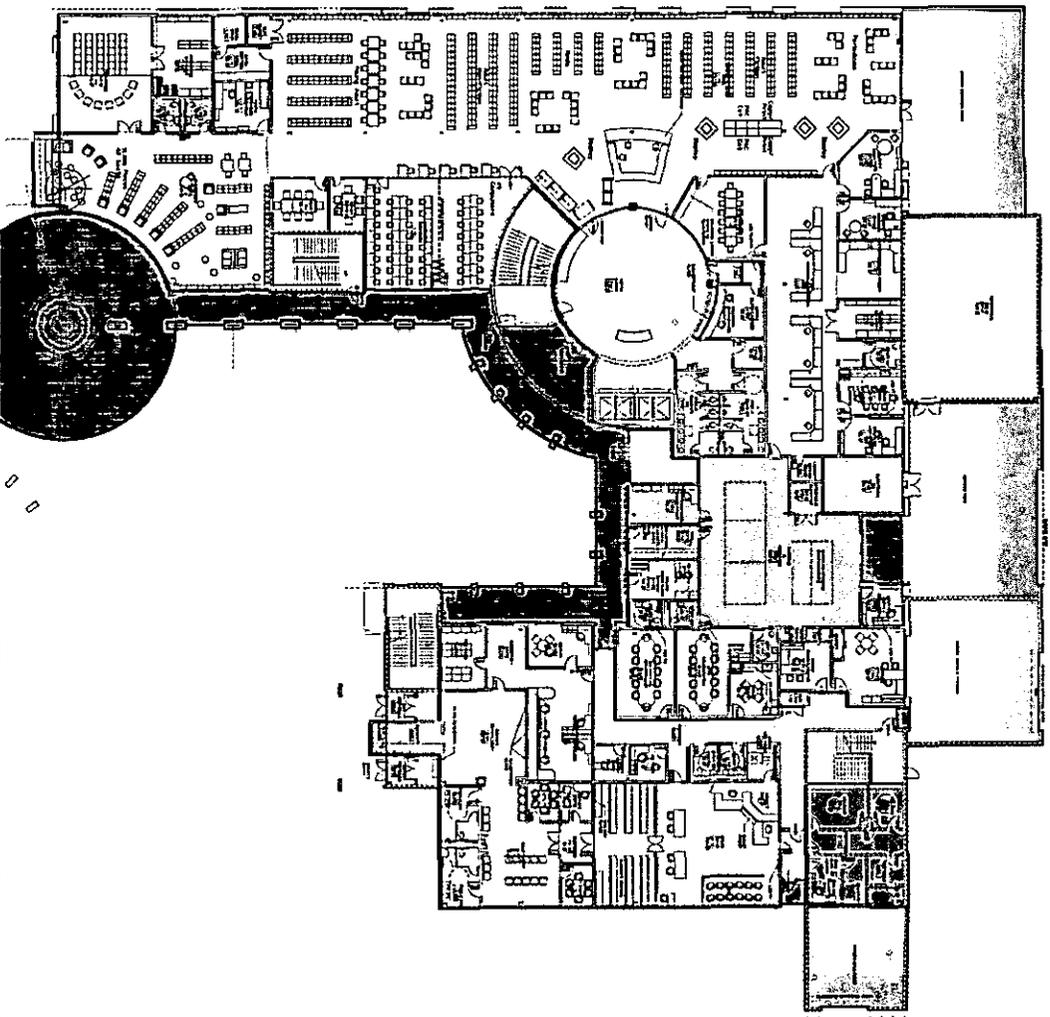


City of Coolidge

# CIVIC CENTER

January, 2011

## 1ST FLOOR PLAN



# DESIGN DEVELOPMENT

bws ARCHITECTS

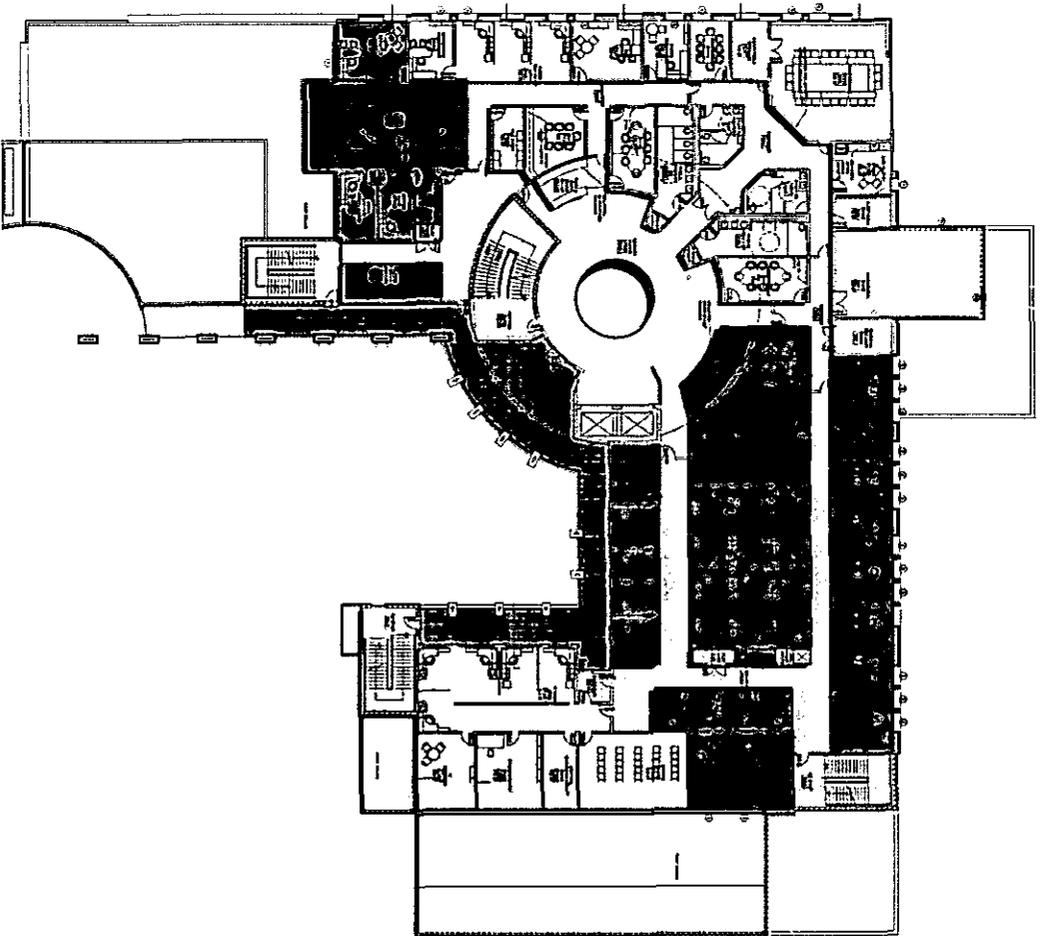


City of Coolidge

# CIVIC CENTER

January, 2011

## 2nd FLOOR PLAN



# DESIGN DEVELOPMENT

bws ARCHITECTS

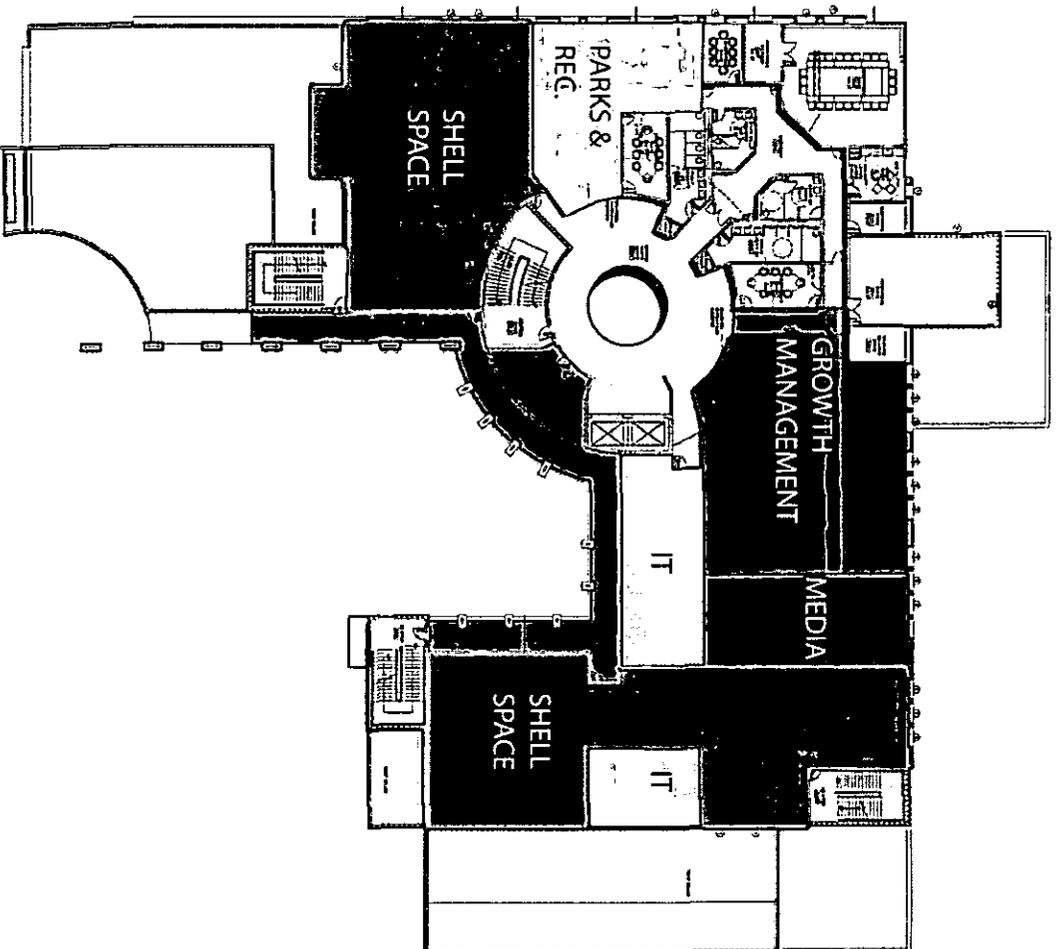


City of Coolidge

# CIVIC CENTER

January, 2011

## 2nd FLOOR SHELL PLAN



# DESIGN DEVELOPMENT

bws ARCHITECTS

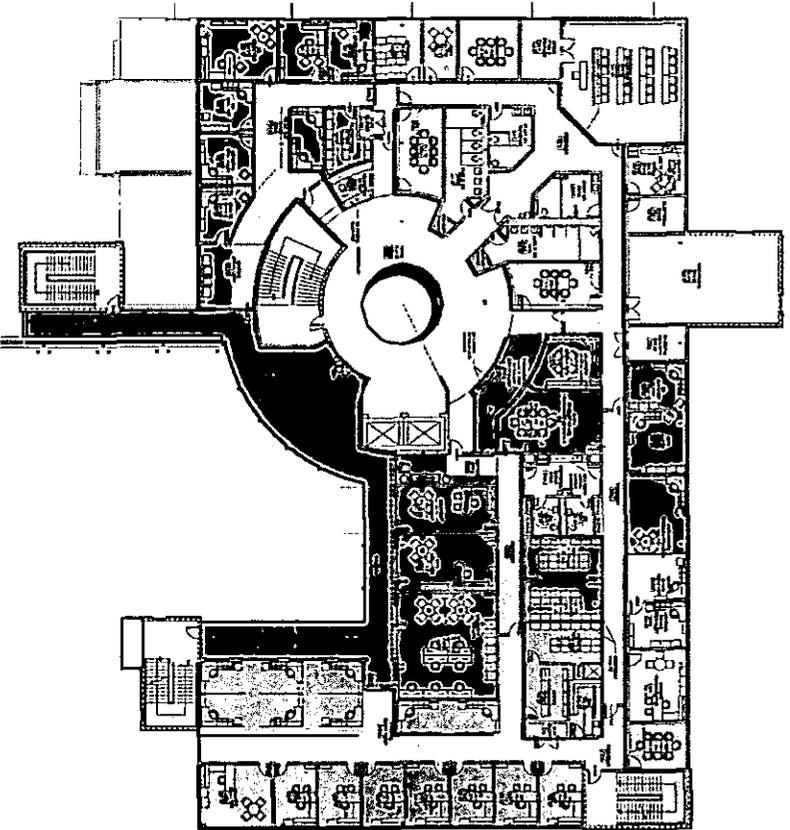


City of Coolidge

# CIVIC CENTER

January 2011

## 3rd FLOOR PLAN



# DESIGN DEVELOPMENT

bws ARCHITECTS

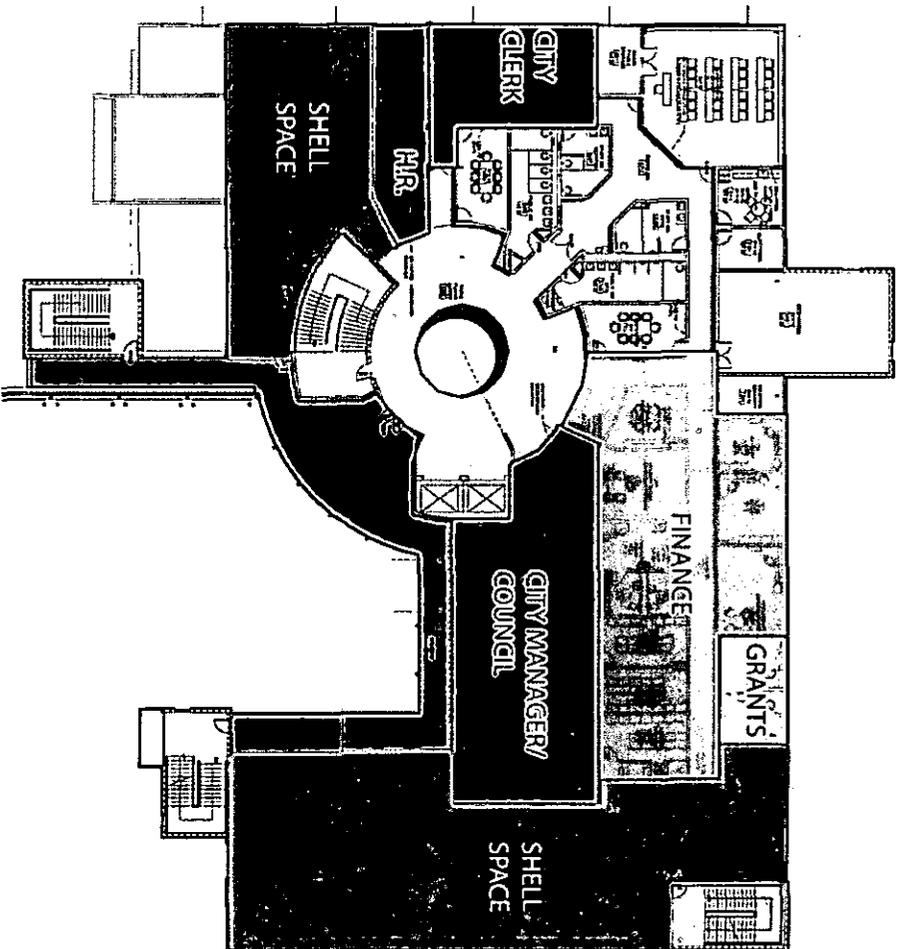


City of Coolidge

# CIVIC CENTER

January 2011

## 3rd FLOOR SHELL PLAN



# DESIGN DEVELOPMENT

bws ARCHITECTS



City of Coolidge

# CIVIC CENTER

January 2011

## COURTYARD



DESIGN DEVELOPMENT

bws ARCHITECTS



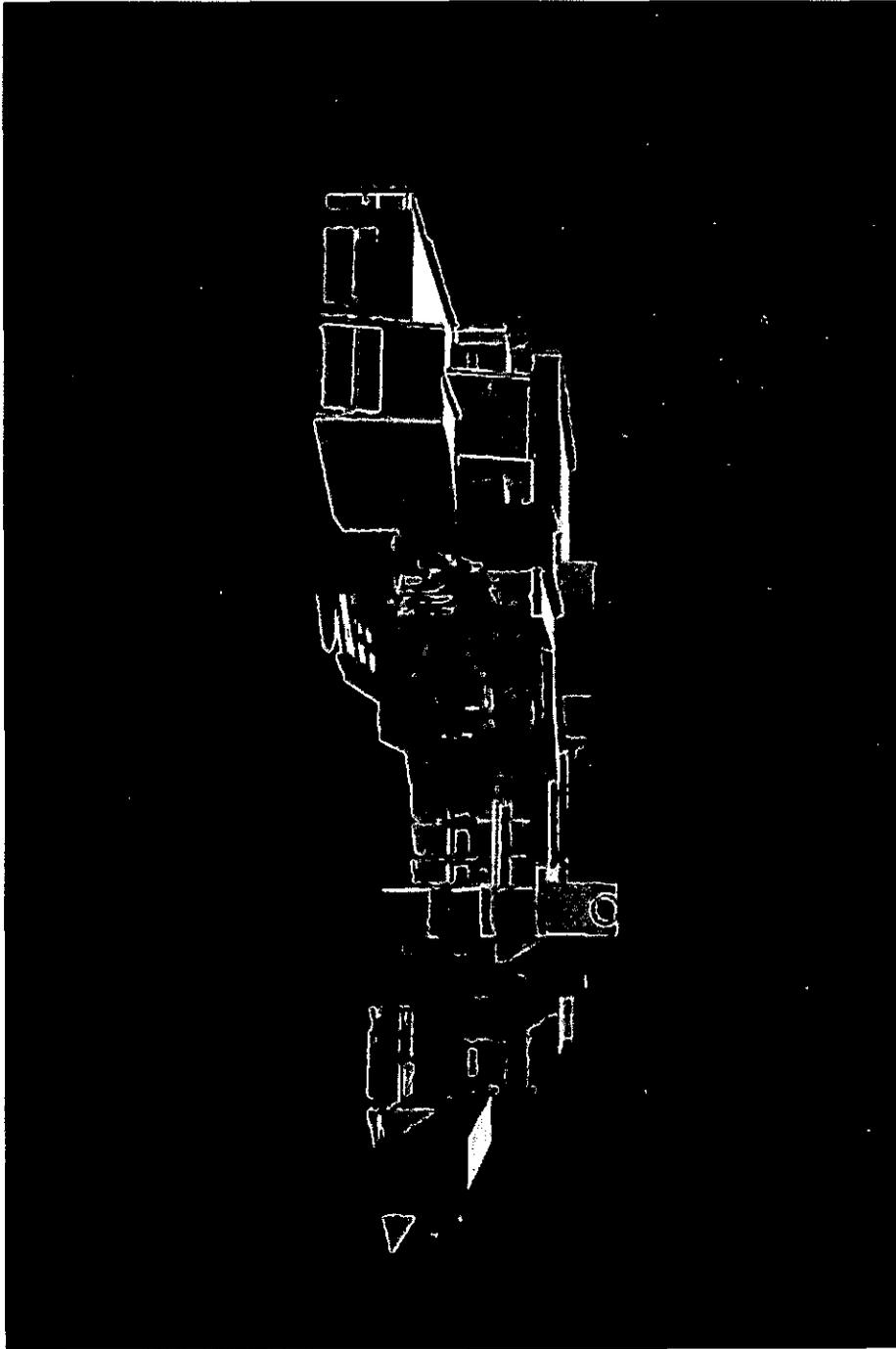
City of Coolidge  
Office of Planning  
April 2, 2010

**NORTHWEST  
CORNER**



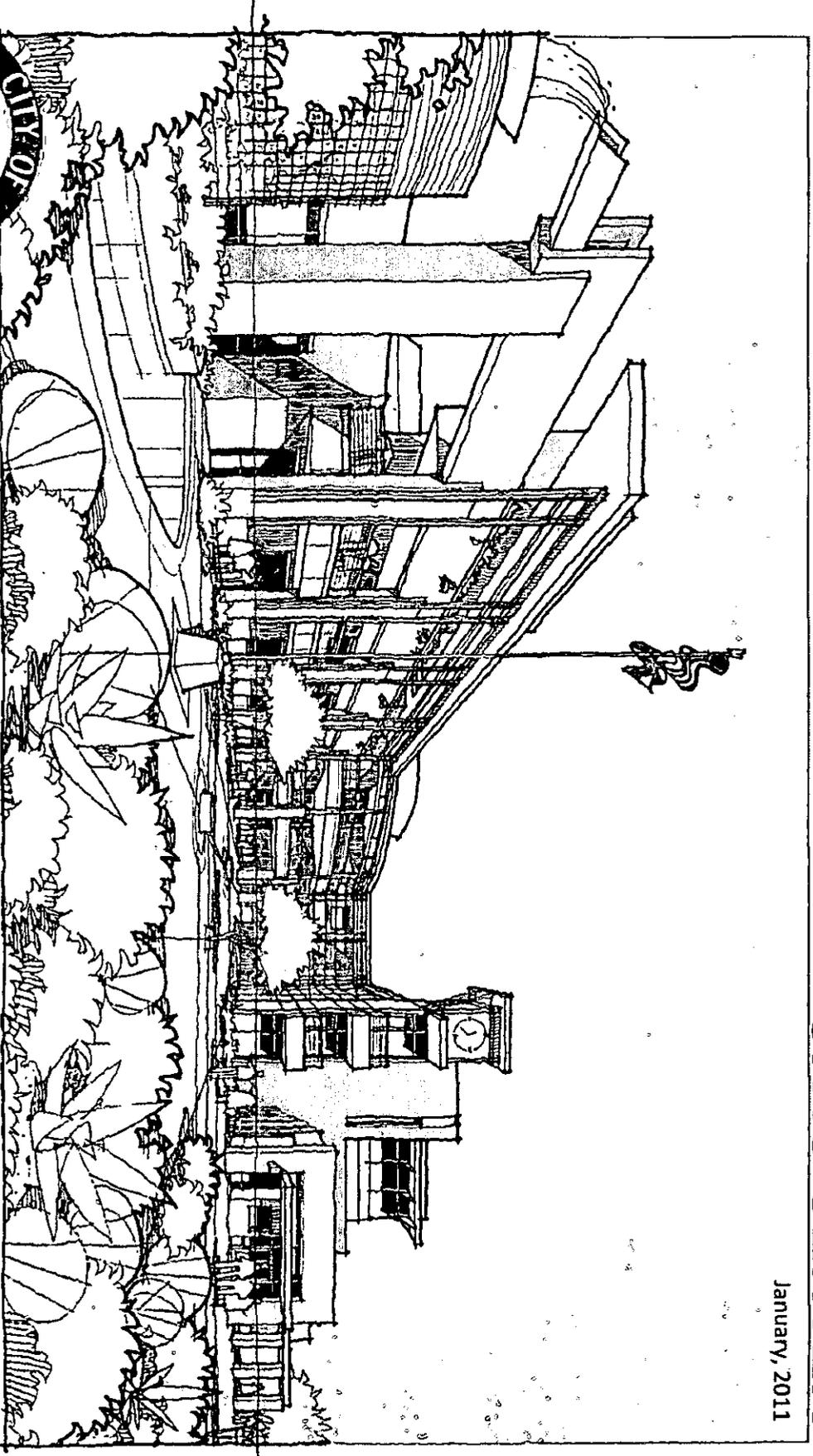
**DESIGN DEVELOPMENT**

bws ARCHITECTS  

City of Coolidge  
**CIVIC CENTER**

January, 2011



**THE END**

bws ARCHITECTS



## COOLIDGE YOUTH COALITION PRESENTATION TO CITY COUNCIL

Drug Free Communities (DFC) National Evaluation and how this data relates to Coolidge, Arizona

CYC Partners with Coolidge Police Department and the County Attorney for a Prescription Drug Take-Back on March 5<sup>th</sup>, "Cotton Days" from 11 a.m. to 2 p.m.

Thank you!

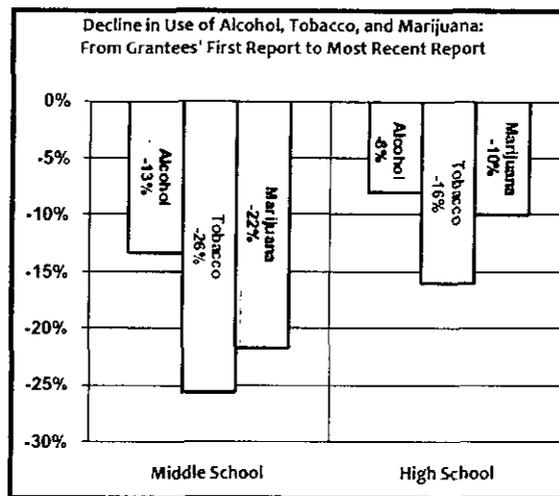
# National Evaluation of the Drug Free Communities (DFC) Support Program

The DFC grant program takes a comprehensive, multi-sector and data driven approach to prevent and reduce youth substance use/abuse in communities throughout the country. The White House Office of National Drug Control Policy (ONDCP) recently released the findings for its National Evaluation of the DFC Program.

## The Findings To Date:

### Rates of Substance Use are Dropping in DFC Communities:

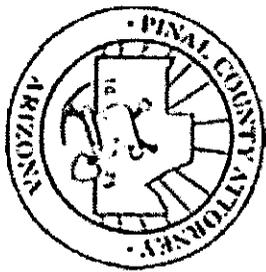
- Past 30-day use of alcohol, tobacco, and marijuana have declined significantly and in all grade levels (middle school, high school) between DFC coalitions' first and most recent data report. **Prevalence of 30-day use of alcohol, tobacco, and marijuana was lower for high school students in DFC-funded communities** than among a nationally representative sample of high school students taking the Youth Risk Behavior Survey (YRBS). Differences in prevalence of 30-day use **between YRBS and DFC were statistically significant** for alcohol and marijuana in 2003, 2005, and 2007.



### Perceptions of Substance Use are Moving in the Right Direction:

- Perception of risk **increased significantly** for alcohol, tobacco, and marijuana use among DFC youth. The positive change in perception of risk was particularly strong for alcohol use. Youth perception of parental disapproval increased significantly for alcohol, tobacco, and marijuana use.

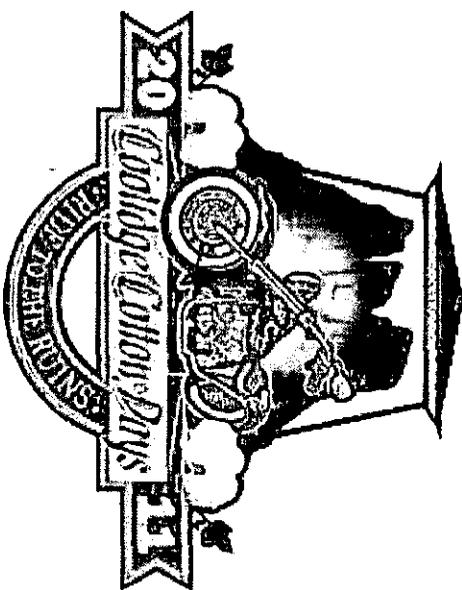
**These Positive Effects Are Affecting Millions of Youth and Adults in DFC-funded Communities Across the Nation:** DFC coalitions cover a significant portion of the U.S. In FY2009, more than 7 million youth lived in communities served by DFC coalitions in all 50 states, the District of Columbia, the Virgin Islands, American Samoa, Puerto Rico, and Palau. National DFC estimates suggest a **reduction of 181,000 youth using alcohol, a reduction of 200,000 youth using tobacco, and a reduction of nearly 115,000 youth using marijuana.** The contributions of community coalitions are a critical part of the Nation's drug prevention infrastructure. Data indicate they are an effective catalyst for creating local change where drug problems manifest and affect the citizens of this country.



# COULD BE Your COALITION

Invites you to  
Clean out your

## WASTE CABINET?



### SEE US @ OUR BOOTH

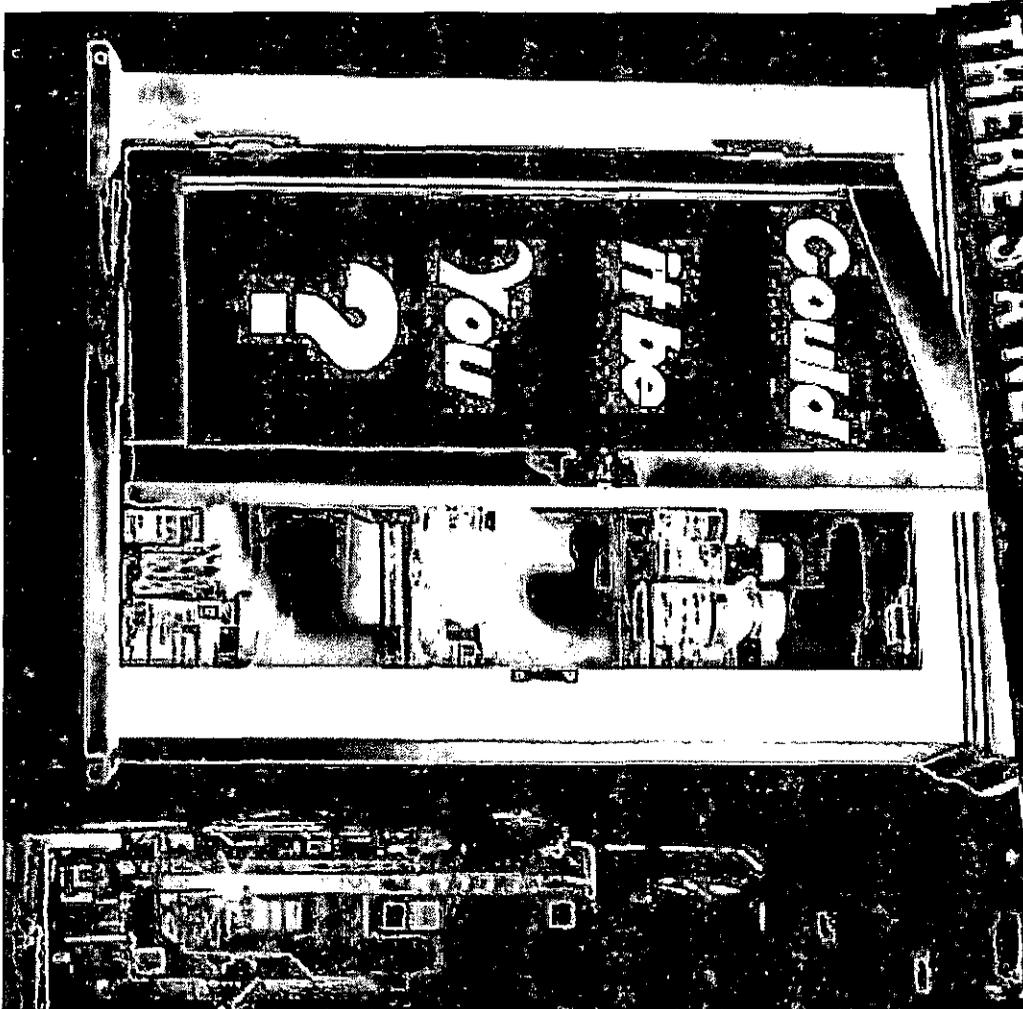
### MARCH 05, 2011

### 11am - 2pm

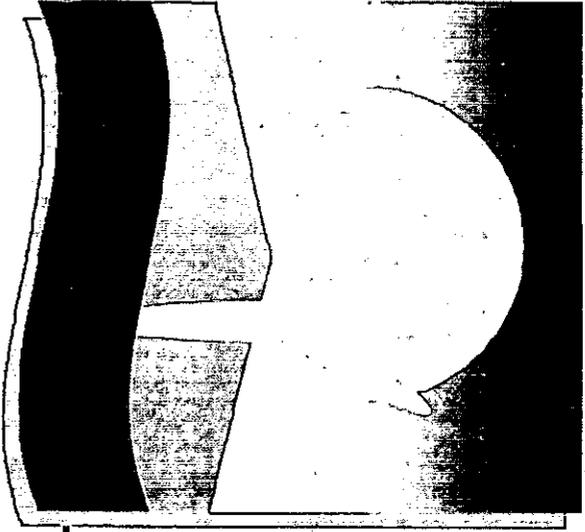
### PRESCRIPTION DRUG TAKE-BACK

Please bring unused & old prescriptions  
for safe disposal.

## THERE'S A NEW DEALER IN TOWN.



#6



# Introduction - Pinal County Regional Transportation Plan (RTP)

Member Agency Council  
February x, 2011

CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS  
*Serving Gila and Pinal Counties Since 1970*

# What is an RTP?

- ◆ 20-year long range transportation plan
- ◆ According to federal guidelines
- ◆ Result: annual schedule of transportation improvements



# Why do an RTP?

- ◆ ADOT & FHWA will “look favorably” on construction funding requests
- ◆ Will rationalize CAAG TIP process
- ◆ Use transportation plan to stimulate growth – especially employment centers & jobs – coming out of recession
- ◆ Bottom-up plan that will begin with each local community



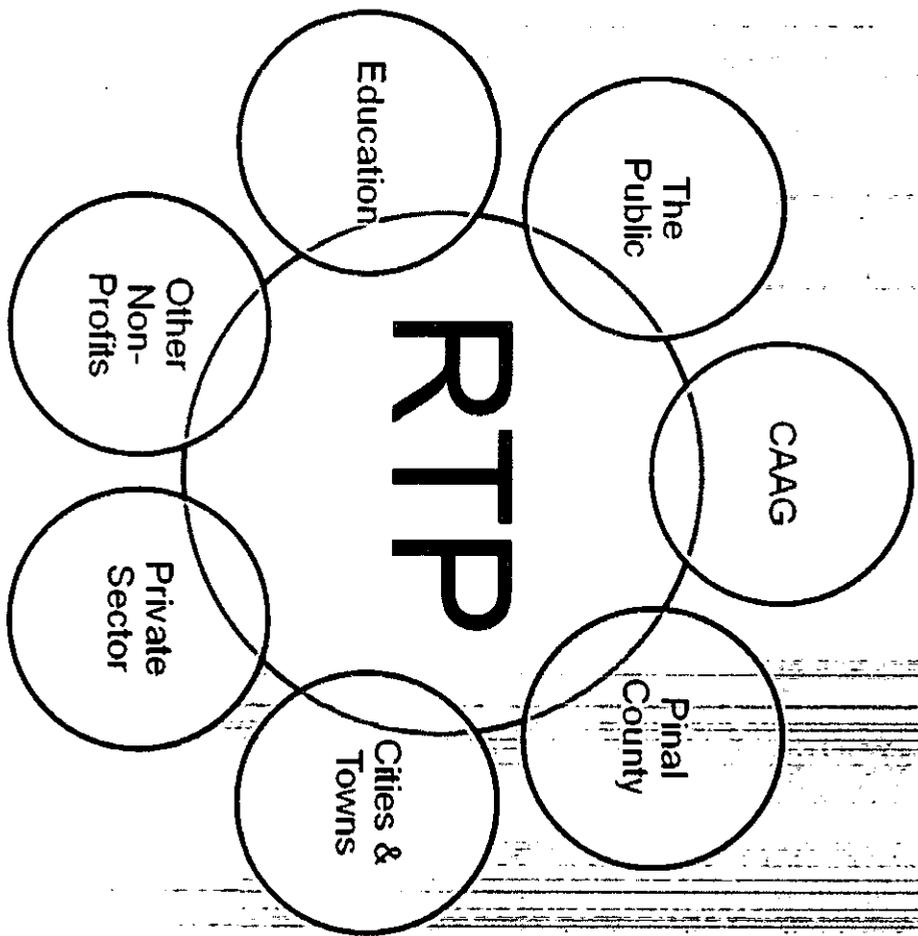
# What is RTP cost & timing?

- ◆ Funding – Federal funding through ADOT
- ◆ Timeframe – 3 to 4 years



CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS  
*Serving Gila and Pinal Counties Since 1970*

# RTP – Stakeholder Based



CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS  
*Serving Gila and Pinal Counties Since 1970*

# Pinal RTP vs Pinal County RSSRM

- ◆ RSSRM – an optimal build-out plan
- ◆ RTP
  - ◆ An implementation plan that will support development in time periods over 20 years
  - ◆ Follows federal guidelines
    - ◆ Revenue constrained
    - ◆ Air quality conformity analysis
- ◆ Guide for annual TIP process



# General Approach of RTP

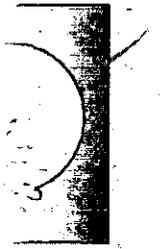
- ◆ Major outreach effort
  - ◆ Bottom-up approach so community desires & goals are incorporated
- ◆ A growth plan
  - ◆ Evaluate all funding sources for revenue-constrained plan
  - ◆ Economic development impact
  - ◆ Explicitly support urban expansion over 20-year timeline
  - ◆ Done in context of all adjoining counties
- ◆ Incorporate mass transit plan
- ◆ Multiple plan scenarios before preferred plan
- ◆ Air quality conformity analysis of preferred plan



# Key Points

- ◆ ADOT funding – NO local dollar contribution required
- ◆ Multi-faceted public impact
- ◆ 3-4 year timeline





## For further information

Brian Tapp, Executive Director

[btapp@caagcentral.org](mailto:btapp@caagcentral.org)

Jack Tomasik, Regional Planning Director

[jtomasik@caagcentral.org](mailto:jtomasik@caagcentral.org)

Bill Leister, Transportation Planning Director

[bleister@caagcentral.org](mailto:bleister@caagcentral.org)

Central Arizona of Governments

1075 S. Idaho Rd., Ste. 300

Apache Junction, AZ 85119

480-474-9300



**CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS**  
*Serving Gila and Pinal Counties Since 1970*

#7

City of Coolidge, Arizona  
Notice of Public Hearing

Notice is hereby given that the Coolidge City Council will hold a public hearing on Monday, February 28, 2011 at 7:00 p.m., in the City Council Chambers at 911 S. Arizona Boulevard to consider the following:

**COOLIDGE PARKS AND RECREATION:** Public Hearing to discuss fees for the upcoming Summer Program, Kids Kamp, 2011.

All persons with special accessibility needs, including large print materials or interpreters should contact the ADA Coordinator at (520) 723-5361 or TDD (520) 723-4653 no later than 10:00 am, February 28, 2011.

Number of publications: 2

Date of publication: February 16, 2011 – Coolidge Examiner  
February 23, 2011

By: Ricky LaPaglia, Parks and Recreation Director

# PARKS & RECREATION





## **KIDS KAMP 2010**

- 271 Participants
- Average 90 kids per session
- One staff member for every 9 participants



## **A Typical Day**

- Breakfast**
- Morning classes (Games, Arts 'n' Crafts, Sports)**
- Lunch**
- Swimming**
- Snack**
- Sports**
- Interactive Games**



• 2010

-\$ 2,435.15 Supplies  
-\$ 4,696.15 Trips  
-\$ 1,211.64 Transportation  
-\$33,017.00 Part-Time Staff  
-\$13,803.00 Full-Time Staff  
**-\$55,162.95 TOTAL**

• 2011 Projections

-\$ 2,500.00 Supplies  
-\$ Trips  
-\$ Transportation  
-\$26,627.00 Part-Time Staff  
-\$13,803.00 Full-Time Staff  
**-\$42,930.00 TOTAL**  
• \$12,232.95



• 2010

-\$ 203.55 Cost per participant  
-\$18,510.00 Money received  
-\$36,617.95 Cost to the City

• 2011

-\$ 158.50 Cost per participant  
-\$18,510.00 Money received  
-\$24,385.00 Cost to the City



## **Current Fees**

|                    |              |
|--------------------|--------------|
| <b>1 Child</b>     | <b>\$80</b>  |
| <b>2 Children</b>  | <b>\$120</b> |
| <b>3+ Children</b> | <b>\$150</b> |



## Recommendation

-Offer 1 and 2 week sessions

|             | <u>1 Week</u> | <u>2 Weeks</u> |
|-------------|---------------|----------------|
| -1 Child:   | \$40          | \$80           |
| -2 Children | \$60          | \$120          |
| -3 Children | \$75          | \$150          |



- Recommendation

-Adopt a fee schedule



# 2011

|             | <u>1 Week</u> | <u>2 Weeks</u> |
|-------------|---------------|----------------|
| -1 Child:   | \$40          | \$80           |
| -2 Children | \$60          | \$120          |
| -3 Children | \$75          | \$150          |



# 2013

|             | <u>1 Week</u> | <u>2 Weeks</u> |
|-------------|---------------|----------------|
| -1 Child:   | \$50          | \$100          |
| -2 Children | \$80          | \$160          |
| -3 Children | \$95          | \$190          |



# 2015

|             | <u>1 Week</u> | <u>2 Weeks</u> |
|-------------|---------------|----------------|
| -1 Child:   | \$60          | \$120          |
| -2 Children | \$100         | \$200          |
| -3 Children | \$115         | \$230          |



## Other Ideas

-Offer Kids Kamp fees based on income

### LEVEL 1

|              | <u>1 Week</u> | <u>2 Weeks</u> |
|--------------|---------------|----------------|
| - 1 Child    | \$40          | \$80           |
| - 2 Children | \$60          | \$120          |
| - 3 Children | \$75          | \$150          |



## LEVEL 2

|              | <u>1 Week</u> | <u>2 Weeks</u> |
|--------------|---------------|----------------|
| - 1 Child    | \$60          | \$120          |
| - 2 Children | \$80          | \$160          |
| - 3 Children | \$100         | \$200          |



## LEVEL 3

|              | <u>1 Week</u> | <u>2 Weeks</u> |
|--------------|---------------|----------------|
| - 1 Child    | \$80          | \$160          |
| - 2 Children | \$100         | \$200          |
| - 3 Children | \$120         | \$240          |



# Challenges

- Income Verification
- On Site Registration

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Adoption of new City Ordinance:  
Traffic Rules regarding to operation of vehicles  
on private property, parking on roadways, and  
motorized play vehicles

**STAFF PRESENTER:** Joe Brugman, Chief of  
Police

**RECOMMENDATION:**

Police staff recommends that the City of Coolidge adopt a City Ordinance that will pertain to certain vehicles parked on roadways, vehicles driven and parked on private property and motorized play vehicles.

**DISCUSSION:**

The purpose of this ordinance is to provide a means for our officers to take enforcement action when necessary to ensure that quality of life and safety is maintained. This ordinance deals specifically with; operation of vehicles on private property; parking on the roadway for display or to perform work on the vehicle; parking of oversized vehicles on residential streets; operation of a motorized play vehicle or motorized skateboard.

The implementation of this ordinance will include an element of public information and education. This ordinance has been reviewed by our City Attorney.

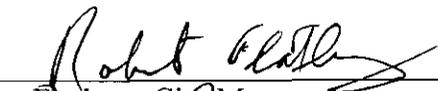
**FISCAL IMPACT:**

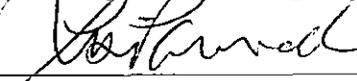
None

**Attachments**

Copy of ordinance

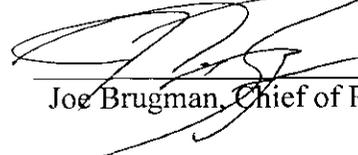
**REVIEWED BY:**

  
Robert Flatley – City Manager

  
Lisa Pannella – Finance Director

Denise Fitzgibbons, City Attorney

**PREPARED BY:**

  
Joe Brugman, Chief of Police

**RESOLUTION No. 11-02**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "AMENDMENT TO CHAPTER 14 OF THE COOLIDGE CITY CODE" AMENDING ARTICLE 14-1 AND SECTION 14-2-2, ADDING NEW SECTIONS 14-2-12, 14-2-13, 14-3-7, 14-3-8, 14-3-9, AND ADDING NEW ARTICLE 14-6 RELATING TO THE REGULATION OF PARKING, TRAFFIC SAFETY, MOTORIZED PLAY VEHICLES AND MOTORIZED SKATEBOARDS.**

**WHEREAS**, staff for the City has provided some amendments relating to the regulation of parking, traffic safety, motorized play vehicles and motorized skateboards; and

**WHEREAS**, the City Council believes that declaring such document a public record and adopting its provisions by reference will be in the City's best interests;

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

That certain document known as "Amendment to Chapter 14 of the Coolidge City Code" amending the Coolidge City Code by amending Article 14-1 and Section 14-2-2, adding new sections 14-2-12, 14-2-13, 14-3-7, 14-3-8, 14-3-9, and adding new Article 14-6 relating to the regulation of parking, traffic safety, motorized play vehicles and motorized skateboards is hereby declared to be a public record, and three (3) copies shall remain on file in the office of the City Clerk of the City of Coolidge for examination by the public.

**PASSED AND ADOPTED** by the City Council of the City of Coolidge, Arizona this 28<sup>th</sup> day of February, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**AMENDMENT TO CHAPTER 14 OF COOLIDGE CITY CODE**

**The language contained in Article 14-1 of Chapter 14 of the Coolidge City Code and all amendments thereto are repealed in its entirety and replaced with the following:**

Article 14-1 ADMINISTRATION

|        |             |
|--------|-------------|
| 14-1-1 | Definitions |
| 14-1-2 | Enforcement |
| 14-1-3 | Violations  |

14-1-1 Definitions

The definitions in A.R.S. §28-101 *et seq.* shall be applicable to this Chapter unless a term is specifically defined in this Chapter or unless the context requires otherwise.

14-1-2 Enforcement

- A. It shall be the duty of the City police department to provide for the enforcement of the street traffic regulations of the City and all of the State vehicle laws applicable to street traffic in the City, to make arrests for traffic violations, to assist in the prosecution of those persons charged with violations of law, to investigate accidents and to assist the City engineer in developing ways and means to improve traffic conditions and to carry out duties specifically imposed upon the City police department by this Chapter.
- B. Any peace officer of the City may be authorized by the police chief to perform any of the duties of the police department included in this Chapter.
- C. The City police department shall keep a record of all violations of the traffic laws of the City or of the State vehicle laws of which any person has been charged. Such record shall be maintained for at least the most recent five (5) year period.
- D. All forms for records of violations and notices shall be serially numbered.
- E. All records and reports shall be public records.

14-1-3 Violations.

Violations of this Chapter are civil traffic violations unless otherwise designated and shall be prosecuted as provided in Chapter 20 of this Code.

**The language contained in Section 14-2-2 of the Coolidge City Code and all amendments thereto are repealed in its entirety and replaced with the following:**

14-2-2        Use of Roller Skates and Similar Devices Restricted

It is unlawful for any person upon roller skates or riding any battery operated toy vehicle or similar device to go upon any roadway except while crossing a street in a crosswalk, and when crossing, such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians.

**The following Sections 14-2-12 and 14-2-13 are added to Article 14-2 of Chapter 14 of the Coolidge City Code:**

14-2-12        Safety

A. Speed in alleys. No person shall operate a motor vehicle through a public alley or any part thereof, within the City limits, at a speed greater than fifteen (15) miles per hour. As used in this Chapter, "alley" means any right-of-way for vehicular traffic in the City where the dedicated right-of-way is twenty-four (24) feet or less.

B. Boarding, alighting from vehicles in motion. No person shall board or alight from any vehicle while such vehicle is in motion.

C. Riding upon portions of vehicles not intended for passengers. No person shall ride upon any portion of a vehicle not designed or intended, or reasonably suited for the safe use of passengers

14-2-13        Vehicles on Private Property

A. Written permission required. No person shall operate or drive any motor vehicle, motorcycle, minibike, dune buggy, motorized play vehicle, or other form of transportation propelled by an internal-combustion engine, upon the private property of another or upon public property which is not held open to the public for vehicle use, without the written permission of the owner thereof or the person entitled to immediate possession thereof, or the authorized agent of either. The property owner, lessee or invitee may operate such vehicles if the use is incidental to the enjoyment of the property rights and does not violate any other applicable laws. Whenever any such person is stopped by a police officer of the City for

violations of this section, the person shall, upon request of the police officer, display written permission.

B. Display grant of permission. No person shall park or leave any motor vehicle, motorcycle, minibike, trail bike, dune buggy, motorized play vehicle, motor home, travel trailer, camper, boat or other form of recreational vehicle or form of transportation upon the private property of another without displaying in public view the written permission of the property owner or the person entitled to immediate possession thereof or the authorized agent of either.

**The following Sections 14-3-7, 14-3-8 and 14-3-9 are added to Article 14-3 of Chapter 14 of the Coolidge City Code:**

14-3-7            Parking oversized vehicles, trucks or trailers on residential streets prohibited

No person shall stand or park any vehicle with a gross vehicle weight in excess of fourteen thousand five hundred (14,500) pounds, nor any vehicle modified or altered to add a crane, racks, frames or other structures to customize for a business purpose, nor any trailer or semi-trailer designed or intended to be drawn behind a motor vehicle and used or designed for a business purpose, on any vacant or unimproved lot, street, alley, or other public right-of-way in or within two hundred (200) feet of a residential zone for a period of time longer than two (2) hours, except such vehicles may be parked for a longer period of time only when such parking is necessarily required while actually loading, unloading, delivering or making a service call at a residence. The provisions of this section do not apply to boats or recreational vehicles nor to pickups with crossover or wheel-well utility/tool boxes located in the bed of the pickup and not larger than seventy-five (75) inches in width by fifteen (15) inches in depth by twenty-five (25) inches in length.

14-3-8            Parking for Display or Working on Vehicle

No person shall park a vehicle upon any public roadway for the principal purpose of displaying such vehicle for sale, displaying advertising, displaying commercial exhibits, washing, greasing or repairing such vehicle, except repairs necessitated by emergency.

14-3-9            Presumption in Reference to Illegal Parking

A. In any hearing in which a violation of any law or regulation governing the standing or parking of a vehicle is alleged, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was

at the time of such parking the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during such violation occurred.

- B. The provisions of subsection (A) of this section shall apply to those person in whose names such vehicle is jointly registered. Said persons shall be jointly and severally prima facie responsible for such violation and subject to a civil sanction therefore.

**The following Article 14-6 is added to Chapter 14 of the Coolidge City Code:**

Article 14-6    MOTORIZED PLAY VEHICLES AND MOTORIZED SKATEBOARDS

- 14-6-1    Definitions
- 14-6-2    Applicability of Traffic Laws
- 14-6-3    Responsibility of Parents, Guardians and Custodians
- 14-6-4    Prohibited Areas of Operation
- 14-6-5    General Operating Restrictions
- 14-6-6    Operating Restrictions on Roadway
- 14-6-7    Required Safety Equipment

14-6-1        Definitions. For the purposes of this Chapter, the following words and phrases shall mean:

A. Motorized play vehicle means a coaster, scooter, any other alternatively fueled device (excluding battery operated toy carts designed for children under the age of eight (8) years to ride in or on) or other motorized vehicle that is self-propelled by a motor or engine and which is not otherwise defined in A.R.S. Title 28, as a "motor vehicle," "motor-driven cycle" or "motorized wheelchair."

B. Motorized skateboard means a self-propelled device which has a motor or engine, a deck on which a person may ride by standing upright only and has at least two (2) wheels in contact with the ground and which is not otherwise defined in A.R.S. Title 28, as amended, as a "motor vehicle," "motor-driven cycle" or "motorized wheelchair."

C. Operator mans a person who operates or is in actual physical control of motorized play vehicle or a motorized skateboard upon a public roadway, sidewalk, right of way, park bicycle path or any other public property used for the operation of motor vehicles.

D. Owner means a person who holds the legal title to a motorized

play vehicle or motorized skateboard or any person who is a lessee, conditional vendee or mortgagor of a motorized play vehicle or motorized skateboard with a right to immediate possession.

14-6-2            Applicability of Traffic Laws.

A. All traffic laws shall apply to persons riding motorized play vehicles and motorized skateboards. Every person operating a motorized play vehicle or motorized skateboard upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this State declaring rules of the road applicable to the vehicles, or by the traffic regulations in this Chapter and except as to those provisions which by their nature can have no application.

B. This section shall not be construed to require the licensing or registration of motorized play vehicles or motorized skateboards, the licensing of motorized play vehicle or motorized skateboard operators, or the carrying of insurance covering accidents involving motorized play vehicles or motorized skateboards.

C. It is unlawful for any person operating a motorized play vehicle or motorized skateboard not to obey the instructions of official traffic-control signals, signs and other traffic direction devices that are applicable to vehicles, unless otherwise directed by a police officer.

14-6-3            Responsibility of parents, guardians, and custodians.

A. No parent, guardian, or custodian of a minor, shall authorize or knowingly permit the minor to violate this section.

B. If a fine is imposed upon a minor found to be in violation of this section, the parents or legal guardian having custody or control of the minor shall be jointly and severally liable with the minor for payment of any fine, whether or not the parents or guardian knew of, or anticipated, a violation of this section.

14-6-4            Prohibited areas of operation.

A. No person shall operate a motorized play vehicle or motorized skateboard:

1. On any sidewalk, except for use in crossing such sidewalk by the most direct route to gain access to any public or private road or driveway.

2. In any City parking structure or City park, except for use on public

roadways within the park, or designated hike/bike trails.

3. On any public property that has been posted or designated by the owner of such property as an area prohibiting the use of "skateboards."

4. On any public roadway consisting of a total of four (4) or more marked traffic lanes, or having an established speed limit of greater than twenty-five (25) miles per hour.

5. On any private property of another, or any public property which is not held open to the public for vehicle use, without the written permission of the owner, the person entitled to immediate possession of the property, or the authorized agent of either.

14-6-5      General operating restrictions.

A. No child under the age of thirteen (13) shall operate a motorized play vehicle or motorized skateboard.

B. No person shall operate a motorized play vehicle or motorized skateboard in excess of the speed that is reasonable and prudent under existing circumstances, or the lawfully posted limit, whichever is lower.

C. The operator of a motorized play vehicle or motorized skateboard, approaching a sidewalk, bicycle path, bicycle lane, or multi-use path in order to cross such, shall yield the right-of-way to all other users.

D. No operator of a motorized play vehicle or motorized skateboard shall allow passengers when the motorized play vehicle or motorized skateboard is in motion.

E. No person operating or riding upon a motorized play vehicle or motorized skateboard shall attach themselves or the motorized play vehicle or motorized skateboard in any manner to any other vehicle.

F. No person shall operate a motorized play vehicle or motorized skateboard while carrying any package, bundle or article which prevents the operator from keeping both hands on the steering mechanism at all times.

G. No person, other than the owner, shall operate a motorized play vehicle or motorized skateboard without the written permission of the owner.

H. No person shall operate a motorized play vehicle or motorized skateboard that has been structurally altered from the original manufacturer's design, unless such structural alteration reduces the noise level emitted from the motorized play vehicle or motorized skateboard below the noise level emitted by the original manufacturer's design.

I. No person shall operate a motorized play vehicle or motorized skateboard in a cross walk.

J. No person shall operate a motorized play vehicle or motorized skateboard while towing or pulling another person, or object.

14-6-6 Operating restrictions on roadway.

A. A person operating a motorized play vehicle or motorized skateboard on a roadway at less than the normal speed of traffic, at the time and place and under the then existing conditions, shall ride as close as practicable to the right-hand curb or edge of the roadway, except under the following conditions and when the movement can be made in safety:

1. If overtaking and passing a bicycle or vehicle proceeding in the same direction.

2. If preparing for a left turn at an intersection or into a private roadway or driveway.

3. If reasonably necessary to avoid hazardous conditions ahead in the roadway.

4. If the lane in which the person is operating the motorized play vehicle or motorized skateboard is too narrow for a motorized play vehicle or motorized skateboard and a bicycle or another vehicle to travel safely side by side within the lane.

B. No operator of a motorized play vehicle or motorized skateboard shall transport extra fuel in a separate container or alter the fuel reservoir from the original manufacturer's design. This includes the prohibition of physically attaching fuel packs or containers to the operator's person.

C. Persons operating motorized play vehicles or motorized skateboards on the roadway shall not ride more than two (2) abreast.

D. Motorized play vehicles or motorized skateboards may only be operated between the hours of 8:00 a.m. and 8:00 p.m.

14-6-7            Required safety equipment.

A. No person shall operate a motorized play vehicle or a motorized skateboard without a head lamp emitting a beam and a red rear reflector anytime from one-half (½) of an hour prior to sunset and one-half (½) of an hour after sunrise, or any other time when there is not sufficient light to render clearly identifiable objects, persons, or vehicles on the roadway.

1. A head lamp shall emit a white light and be visible from the front at a distance no less than five hundred (500) feet.

2. A rear red reflector shall be visible when illuminated by a vehicle head lamp from a distance of not less than three hundred (300) feet.

3. A rear red lamp visible from a distance of five hundred (500) feet to the rear may be used in addition to the rear red reflector.

B. No person shall operate a motorized play vehicle or motorized skateboard unless it is equipped with a brake which enables the operator to make a braked wheel(s) skid on pavement.

C. Any operator of a motorized play vehicle or motorized skateboard under the age of eighteen (18) years being operated on a roadway shall at all times wear a full-face protective helmet on his or her head in an appropriate and safely secured manner. The helmet should be Department of Transportation approved and designated "full-face protection" by the manufacturer.

D. The operator of a motorized play vehicle or motorized skateboard shall wear at all times, protective glasses or goggles or a transparent face shield of a type approved for motorcycle or motor-driven cycle use.

E. No person shall operate a motorized play vehicle or motorized skateboard without wearing footwear. The footwear must have a sole and completely cover the feet and toes.

**ORDINANCE No. 11-01**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, ADOPTING "AMENDMENT TO CHAPTER 14 OF THE COOLIDGE CITY CODE" BY REFERENCE WHICH AMENDS ARTICLE 14-1 AND SECTION 14-2-2, ADDS NEW SECTIONS 14-2-12, 14-2-13, 14-3-7, 14-3-8, 14-3-9, AND ADDS NEW ARTICLE 14-6 RELATING TO THE REGULATION OF PARKING, TRAFFIC SAFETY, MOTORIZED PLAY VEHICLES AND MOTORIZED SKATEBOARDS AND PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE THEREOF.**

**WHEREAS**, the Mayor and City Council of the City of Coolidge believe, after consultation with its staff, that amending Chapter 14 of the Coolidge City Code by amending Article 14-1 and Section 14-2-2, adding new Sections 14-2-12, 14-2-13, 14-3-7, 14-3-8, 14-3-9, and adding new Article 14-6 relating to the regulation of parking, traffic safety and motorized play vehicles and motorized skateboards would be in the best interest of the City of Coolidge; and

**WHEREAS**, A.R.S. §9-802 allows a City to adopt a public record by Ordinance as a means to reduce publication costs while ensuring that the public gets fair notice and opportunity to review its operative provisions;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AS FOLLOWS:**

**SECTION 1.** Pursuant to Arizona Revised Statutes Section 9-802, that certain document known as "Amendment to Chapter 14 of the Coolidge City Code," three copies of which are on file in the office of the City Clerk of the City of Coolidge, Arizona, which document was made a public record by Resolution No. 11-02 of the City of Coolidge, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

**SECTION 2.** Article 14-1 and Section 14-2-2 of the Coolidge City Code and all amendments thereto are hereby repealed in their entirety and replaced with the language set forth in "Amendment to Chapter 14 of the Coolidge City Code" which was made public record by Resolution No. 11-02 of the City of Coolidge, Arizona, and Sections 14-2-12, 14-2-13, 14-3-7, 14-3-8, 14-3-9 and Article 14-6 are hereby added to Chapter 14 of the Coolidge City Code with the language set forth in "Amendment to Chapter 14 of the Coolidge City Code" which was made a public record by Resolution No. 11-02 of the City of Coolidge, Arizona.

**SECTION 3.** Violations of Chapter 14 are civil traffic violations unless otherwise designated and shall be prosecuted as provided in Chapter 20 of the Coolidge City Code.

**SECTION 4.** If a fine is imposed upon a minor found to be in violation of Article 14-6 of Chapter 14 of the Coolidge City Code, the parents or legal guardian having custody or control of the minor shall be jointly and severally liable with the minor for payment of any fine, whether or not the parents or legal guardian knew of, or anticipated, a violation of Article 14-6.

**SECTION 5.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 6.** This Ordinance shall become effective thirty (30) days from the date of adoption by the City Council for the City of Coolidge.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Coolidge, Arizona, this 28<sup>th</sup> day of February, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF COOLIDGE  
City Council Action Form**

|                                                                                                    |                                                      |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>SUBJECT:</b> Implementation of a new City Ordinance to regulate alarm systems and false alarms. | <b>STAFF PRESENTER:</b> Joe Brugman, Chief of Police |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------|

**RECOMMENDATION:**

Police staff recommends that the City Council approve the implementation of a new city code that would regulate the activities and responsibilities of those persons who own or conduct the business of selling, leasing, renting, installing, maintaining, or monitoring alarm systems, devices, or services. The code is intended to encourage the improvement in the reliability of alarm systems, devices, and services and to reduce the number of false alarm calls that our police officers respond to, which cause a reduction in service to other call types.

**DISCUSSION:**

At the present the City of Coolidge has no codes that regulate alarm companies or the alarm users. This code would stipulate what the alarm companies responsibilities are both to the customers as well as to the city and police department. It would require that these companies be licensed and approved to operate within the city. This code will regulate the alarm user, the alarm company and alarm installers insuring that the systems are installed reputably and operated properly.

Alarm calls have been ranked in the top twelve calls for service for the police department for the past six years. We average approximately 900 alarm calls per year, with an average call lasting 20 minutes, (some have lasted for over two hours). Some of the call locations have 30 to 40 alarm calls in a single year. We are estimating that at least 95% of the alarm calls that we receive are "false alarms". Officers respond to alarm calls in the same manner they would to any in progress call-- at least two officers are sent. Using the 20 minute average and two officers responding to the call, this translates to over 533 staff hours each year in which officers are responding to false alarms and unavailable for other calls for service.

Once this city code is approved and the program implemented, there will be a period of time set aside to provide an educational campaign to inform both the alarm users, alarm companies and installers about the city code and its requirements.

The Alarm Systems Code has been reviewed an approved by our City Attorney

**FISCAL IMPACT:**

There will be some expenditure required to begin the program however some of these would be offset by fees collected through the program.

**Attachments:** Copy of ordinance

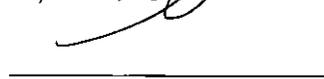
**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley, City Manager

  
\_\_\_\_\_  
Lisa Pannella, Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
Joe Brugman, Chief of Police

  
\_\_\_\_\_  
Denis Fitzgibbons, City Attorney

**RESOLUTION No. 11-03**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "ALARM SYSTEMS" RELATING TO THE REGULATION OF ALARM SYSTEMS.**

**WHEREAS**, staff for the City has developed rules and regulations relating to alarm systems; and

**WHEREAS**, the City Council believes that declaring such document a public record and adopting its provisions by reference will be in the City's best interests;

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

That certain document known as "ALARM SYSTEMS" relating to the regulation of alarm systems is hereby declared to be a public record and three (3) copies shall remain on file in the office of the City Clerk of the City of Coolidge for examination by the public.

**PASSED AND ADOPTED** by the City Council of the City of Coolidge, Arizona this 28<sup>th</sup> day of February, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## CHAPTER 21          ALARM SYSTEMS

- 21-1          IN GENERAL
- 21-2          LICENSES AND PERMITS
- 21-3          FALSE ALARMS

### 21-1          IN GENERAL

- 21-1-1          Applicability
- 21-1-2          Definitions
- 21-1-3          Administration
- 21-1-4          Alarm Business Duties
- 21-1-5          Alarm Subscriber's Duties
- 21-1-6          Proprietor Alarm Responsibilities
- 21-1-7          Activation for Unauthorized Purposes
- 21-1-8          Shutting Off After Sounding Alarm
- 21-1-9          Prohibition Against Automatic Dialing Devices
- 21-1-10          Confidentiality

#### 21-1-1          Applicability

This Chapter is intended to regulate the activities and responsibilities of those persons who purchase, lease or rent and those persons who own or conduct the business of selling, leasing, renting, installing, maintaining, or monitoring alarm systems, devices or services. It is further intended to encourage the improvement in reliability of these systems, devices and services to insure that Police Department personnel will not be unduly diverted from responding to actual criminal activity as a result of responding to false alarms. This Chapter specifically encompasses burglary, robbery and panic alarms, both audible and inaudible (silent). The provisions of this Chapter shall not apply to audible alarms affixed to motor vehicles, audible fire alarms, medical alert devices and alarm systems that are operated by the City, County, State or Federal Government and installed on premises which such entity occupies or uses for governmental purposes.

#### 21-1-2          Definitions

Except where otherwise indicated by the context, the following definitions shall apply in the interpretations and enforcement of this chapter:

“Act of nature” shall mean the unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable human care, skill or foresight.

“Alarm agent” means any person whether an employee, independent contractor, or otherwise, who acts on behalf of an alarm business and sells, leases, rents, maintains, repairs, installs or monitors alarm systems, other than alarm systems located on the person's own property or the property of the person's employer, and includes an employee

of an alarm business or any other person who has access to secured information such as alarm codes or passwords of customers, but does not include a person who has access only to the alarm codes or passwords for alarm systems located on the person's own property or the person's employer's property or any person whose duties consist solely of resetting an alarm following activation.

“Alarm business” means any person that, either by itself or through a third party engages in the business of providing alarm monitoring services, or the business of selling, leasing, maintaining, monitoring, servicing, repairing, altering, moving or installing an alarm or alarm system device or services in or on any building, structure or facility.

“Alarm or alarm system” means any mechanical or electrical device that is used to detect smoke, fire, hazardous materials or an unauthorized entry into a building or other facility, or to alert other persons of the occurrence or the commission of an unlawful act against a person or within a building or other facility, and that may be designed to emit an audible alarm or transmit a signal or message when activated.

“Alarm subscriber” means any person, who leases, rents, purchases or uses any monitored alarm system, device or service from an alarm business or who leases or rents an audible alarm system or device or who contracts with an alarm business for alarm monitoring, repair or maintenance services.

“Audible alarm” means any device designed for the detection of an unauthorized entry on premises and which when activated generates an audible sound on the premises.

“Automatic dialer” means any electrical, electronic, mechanical or other device capable of being programmed to send a prerecorded voice message, when activated or if self-activated, over a telephone line, radio or other communication system for the purpose of notifying or causing to be notified, the Police Department.

“Common cause” means a common technical difficulty or malfunction which causes an alarm system to generate a series of false alarms. The series of false alarms shall be counted as one (1) false alarm only if the false alarms have occurred within a seventy-two (72) hour period, and the responsible alarm business has documented, to the Police Chief, the action taken to rectify the cause and a thirty (30) day period expires with the alarm system generating no additional false alarms from the documented cause.

“Controlling person” means all current officers, managers and directors, and any person who is a stockholder, member, general or limited partner or owner, or who hold more than ten percent (10%) of the ownership, management rights, control or claim to the profits of the business. Controlling person does not include current officers, directors or shareholders of stock in any corporation that is traded on a national stock exchange.

“Convicted” means having plead guilty or no contest to a crime, having been found guilty of a crime or having been sentenced for a crime, whether incarcerated, placed on probation, fined or having received a suspended sentence.

“Crime” means any and all felonies, misdemeanors and serious driving offenses, including driving under the influence of intoxicating liquor or drugs, reckless driving, driving on a suspended, revoked, canceled or refused driver’s license, or any driving offense for which the possible penalty includes jail time. Crime does not include minor or civil traffic offenses.

“False alarm” means an alarm signal, eliciting a response by the Police Department when a situation requiring a response does not in fact exist. It does not include an alarm signal caused by acts of nature or activation for testing purposes when the Police Department has been given advance notice of such testing or activation caused by the Police Department.

“Licensing Authority” means the Police Chief or an individual designated by the Police Chief to administer, issue, control and review alarm applications, licenses and alarm reports and false alarm reports pursuant to this chapter or the reciprocal alarm licensing ordinance of another state, city or town.

“Medical alert device” means a device designed to help a patient obtain adequate help of the right type during a medical emergency.

“Monitored alarm” means device designed for the detection of an unauthorized entry in premises and which when activated generates an inaudible signal to a monitoring station. A monitored alarm may also generate an audible sound on the premises.

“Monitoring station” means any person in the business of providing monitoring services that will notify the Police Department of an emergency.

“Panic alarm” means a silent or audible alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.

“Person” means an individual, firm, partnership, joint venture, association, corporation, estate, trust, organization or any other group or combination acting as unit, and the plural as well as the singular number.

“Personally financially interested” means, for a corporation, any person who is the beneficial owner of at least fifty percent (50%) of the shares of such corporation; for a noncorporate business, any person who shares in, directly or indirectly, at least fifty percent (50%) of any financial gain attributable to such business as an owner, proprietor or otherwise.

“Primary Alarm License” means a special regulatory license issued by the licensing authority of a city or town that has adopted the reciprocal alarm licensing ordinance to an alarm business that has its headquarters, main office, corporate office or designated branch of the alarm business located within this state and within the borders of such

licensing authority. In the event that an alarm business has its headquarters, main office, corporate office or designated branch in a city or town that does not require the licensing of alarm businesses, the alarm business may apply for a primary alarm business license from any city or town in this State that has adopted the reciprocal licensing ordinance.

“Proprietor alarm” means any alarm or alarm system which is not leased or rented from, or owned or maintained under contract by an alarm business.

“Reciprocal alarm license” means a special regulatory license issued by the licensing authority of a city or town that has adopted the reciprocal alarm licensing ordinance and in which that alarm business conducts business. This license shall be issued only to an alarm business that has a valid primary alarm license from a similar licensing authority within this state that has adopted the reciprocal alarm licensing ordinance.

“Reciprocal alarm licensing ordinance” means an ordinance that is substantially the same in its material terms to the reciprocal alarm licensing provisions codified in this chapter and that is intended by the adopting jurisdiction to be recognized as being reciprocal with alarm licensing ordinances adopted by other cities and towns in this State. Minor or non-material variations that are enacted in a particular city or town to accommodate local conditions or needs shall not affect the reciprocal nature of the ordinance.

#### 21-1-3 Administration

The provisions of this chapter shall be administered in a manner prescribed by the Police Chief.

#### 21-1-4 Alarm Business Duties

In addition to other duties that may be set forth in this chapter, the duties of an alarm business shall be as follows:

A. To install an alarm system compatible with the environment, to take reasonable measures to prevent the occurrence of false alarms; and, if it has agreed to provide maintenance or repair service to the system, to service the system within seventy-two (72) hours of a request for service. The alarm business shall not install a single action non-recessed button as a device to activate a panic alarm.

B. To provide written and oral instructions to each of its alarm subscribers and/or the principal occupants of the buildings or premises protected by an alarm system in the proper use and operation of the system. Such instruction will specifically include all necessary instructions in turning the alarm on and off and in avoiding false alarms.

C. To provide each purchaser and subscriber with a copy of the pertinent provisions of this chapter relating to alarm subscriber duties, an alarm subscriber/proprietor permit application and false alarm assessments and appeal procedures. The alarm business shall complete and sign the alarm subscriber/alarm

company information form with alarm subscriber and submit the form as required in subsection (G) of this section.

D. Upon leasing or renting an audible alarm system:

1. To conspicuously place on the premises a tag identifying the pertinent alarm business including the telephone number to call when the alarm has been activated.

2. To maintain records of the location of these alarm systems, devices or services and the name and telephone number of the person and at least one (1) alternate to be notified whenever the alarm is activated and to readily report such information to the Police Department upon request.

3. To inactivate or cause to be inactivated the audible alarm within thirty (30) minutes of the notification of its activation in the event the primary and alternate cannot be contacted or does not respond.

E. Upon leasing, renting, selling or monitoring an inaudible alarm system:

1. To establish a central receiving station in order to monitor these alarm systems. The central receiving station shall attempt to contact the alarmed location by telephonic or other electronic means on every alarm signal except a holdup, robbery, panic or duress alarm activation, whether or not actual contact with a person is made, before requesting a police response to an alarm system signal.

2. To organize its central receiving station in order to be able to readily and positively identify the type of alarm, i.e. burglary, robbery or panic, and the location of the alarm, if there is more than one (1) system; whether the alarm is audible or silent; the alarm subscriber permit number and the description of the zone or sensor activated and the name and response time of a responsible party.

3. To maintain records as to each of these alarm systems, devices, or services which should include the name of the owner or occupant of the premises, the name and telephone number of the subscriber, a primary person and at least one (1) alternate responsible for responding to the premises when the alarm is activated, information concerning whether the alarm system includes an audible alarm and records of any alarm activation for a period of one (1) year from the date of the activation. The records required by this section shall be made available for inspection to any law enforcement officer of this state or city regulatory licensing inspections official upon twenty (20) days' prior written demand. The business may require the law enforcement officer or inspector to complete an inspection log with name, serial or badge number, time, date and purpose of the inspection.

4. To make notification of activated alarm systems in the manner prescribed by the Police Chief, including such reasonable information concerning the

alarm system as the Police Department may request. Reasonable information shall include copies of central station alarm activity reports, the names of persons from the activated alarm location who have contracted with the alarm business and any mailing or telephonic information for the activated alarm location. The information shall be made available at any time upon request for inspection by the City or Police Department representative.

5. To arrange for either the alarm subscriber, alarm agent or other responsible representative to go to the premises of an activated alarm system within thirty (30) minutes in order to be available to assist the police in determining the reason for activation and securing the premises. In no event shall there be an unreasonable delay in arriving at the location of the alarm. If the police depart the premises prior to this requirement being met and the police are unable to determine the reason for the activation, such activation shall be deemed a false alarm.

6. To notify the alarm subscriber or other responsible person, in the case of a monitored alarm system, of all alarm activations at the alarm subscriber's premises within twenty-four (24) hours of activation, not including weekends or holidays, by telephone, electronic mail, facsimile transmission or written notice deposited in the United States mail.

F. To cease responsibility for an alarm system pursuant to this chapter, the alarm business shall promptly notify the Police Department in the event the alarm business ceases to lease, rent, maintain service or monitor any alarm system. The notice shall be sent within ten (10) days after the date service or responsibility is discontinued.

G. To submit on a form and in the manner prescribed by the Police Chief, such information concerning compliance of the alarm business with its duties under this section as the Police Chief may request. An alarm business representative and the subscriber shall complete and sign the alarm use/alarm company information form, and the alarm business shall submit the form to the Police Department within ten (10) days of commencement of service for the alarm system.

H. Alarm businesses which do not monitor, maintain, service or install alarms or alarm systems shall not be subject to subsections (A) through (G) of this section, but shall be responsible for instructing each person who purchases an alarm system in the proper use and operation of the alarm, informing each alarm subscriber or alarm purchaser to contact the Coolidge Police Department for information regarding this chapter, advising each alarm subscriber or alarm purchaser of the requirement of an alarm subscriber permit and providing a copy of this chapter to each alarm subscriber or alarm purchaser. Such instruction will specifically include all instructions necessary to turn off the alarm and to avoid false alarms. Such instruction will specifically include all necessary instructions in turning the alarm on and off and in avoiding false alarms. Any alarm business that sells an alarm or an alarm system with monitoring services, or leases, rents, installs, maintains or services an alarm or alarm system shall be subject to subsections (A) through (G) of this section.

I. Alarm businesses which monitor but do not sell, lease, rent, install, service or maintain alarms or alarm systems shall not be subject to subsections (A), (B), (C) or (D) of this section.

J. Alarm businesses which sell or install alarms or alarm systems but do not lease, rent, monitor, service or maintain them shall not be subject to subsections (A) or (D) through (F) of this section.

K. An alarm business which violates any provision of this section is guilty of a class 1 misdemeanor.

#### 21-1-5 Alarm Subscriber's Duties

In addition to the other duties that may be set forth in this chapter, the duties of an alarm subscriber shall be as follows:

A. To instruct all persons who are authorized to place the alarm system or device into operation in the appropriate method of operation.

B. To inform persons who are authorized to place the alarm system into operation, of the provisions of this chapter, emphasizing the importance of avoiding false alarms.

C. To apply for an alarm subscriber permit from the Coolidge Police Department.

D. To respond or to make arrangements for an alarm business or other responsible person to respond to the scene of an activated alarm within thirty (30) minutes of the alarm activation, or when requested by law enforcement.

E. To maintain the alarm or alarm system in good working order and take reasonable measures to prevent the occurrence of false alarms.

F. To disconnect any alarm system upon notice of revocation.

G. To ensure that the alarm system is not subject to false alarms.

H. An alarm subscriber who violates any provision of this section is guilty of a class 1 misdemeanor.

#### 21-1-6 Proprietor Alarm Responsibilities

In addition to the other duties that may be set forth in this chapter, the responsibilities of the owner of a proprietor alarm shall be as follows:

A. To be familiar with the provisions of this chapter and to apply for an alarm subscriber permit from the Coolidge Police Department.

B. To maintain the alarm or alarm system in good working order and take reasonable measures to prevent the occurrence of false alarms.

C. Upon the purchase of any alarm system, device or service which includes an audible alarm:

1. To notify the Police Department of the name, address and telephone number of the primary person and at least one (1) alternate who should be notified when the alarm is activated.

2. To inactivate or cause to be inactivated the alarm system within thirty (30) minutes of notification of its activation.

D. To instruct all persons who are authorized to place the system or device into operation in the appropriate method of operation and to lock and secure all points of entry, such as doors and windows.

E. To inform all persons who are authorized to place the alarm system into operation of the provisions of this chapter emphasizing the importance of avoiding false alarms.

F. A proprietor alarm owner who violates any provision of this section is guilty of a class 1 misdemeanor.

#### 21-1-7 Activation for Unauthorized Purposes

It shall be unlawful for any person to intentionally activate any robbery alarm for any reason other than to warn of an actual robbery or to intentionally activate any burglar alarm for any reason other than to warn of an unauthorized entry into an alarm protected premises or to intentionally activate any commercial panic alarm for any reason other than to signal a life threatening or emergency situation requiring law enforcement response.

#### 21-1-8 Shutting Off After Sounding Alarm

No person or business who purchases, leases or rents an audible alarm system, device or service which is not connected to a central receiving station (of an alarm business) shall allow the alarm to sound in excess of thirty (30) minutes.

#### 21-1-9 Prohibition Against Automatic Dialing Devices

No person shall use or cause to be used any automatic telephone device or telephone attachment that directly or indirectly causes a primary telephone trunk line of

Pinal County to be utilized, and then reproduces a prerecorded message or signal or otherwise maintains an open line without direct person-to-person communication, or prevents termination of a call.

21-1-10      Confidentiality

Information provided pursuant to this chapter shall be maintained for use by the police department, and shall not be made available to the public without the authorization of the applicant or order of the Court. The City is not subject to liability in the event that information provided to the police department is inadvertently released.

21-2    LICENSES AND PERMITS

- 21-2-1      License Required
- 21-2-2      Types of Licenses; Reciprocity
- 21-2-3      Application
- 21-2-4      Fees
- 21-2-5      Issuance Standards
- 21-2-6      Issuance; Expiration; Renewal
- 21-2-7      Identification Cards
- 21-2-8      Display of License and Identification Cards
- 21-2-9      Duty to Ensure Compliance by Alarm Agents
- 21-2-10     Nontransferability; Temporary Licenses
- 21-2-11     Revocation or Suspension
- 21-2-12     Appeal from Denial, Revocation or Suspension of License
- 21-2-13     Application After Denial or Revocation of License
- 21-2-14     Termination and Cancellation of License; Notice
- 21-2-15     Alarm Subscriber Permits

21-2-1      License Required

A.      It shall be unlawful for any person to engage in, conduct or carry on an alarm business within the corporate limits of the City without first having obtained a license pursuant to this chapter. Each and every alarm involved in the alarm business shall constitute a separate offense under this subsection.

B.      It shall be unlawful for any person to engage in, represent himself or herself to be, or operate as, an alarm agent within the corporate limits of the City without first having obtained a license pursuant to this chapter. Each day that a person engages in or operates as an alarm agent and each time that a person represents himself or herself to be an alarm agent shall constitute a separate offense.

C.      A separate license is required for each business name under which an alarm business conducts business or advertises. In the event that the Licensing Authority has reasonable cause to believe that an alarm business does not have a valid alarm business license as required by this chapter, or that a person is engaged in the alarm

business without a valid alarm business license, the Licensing Authority or its designee, shall issue a warning to the alarm business stating that it is in violation of the provisions of this chapter. The warning shall direct the alarm business to apply for an alarm business license within ten (10) days of the date of the warning. The alarm business receiving such a notice shall not engage in the alarm business until an alarm business license is issued pursuant to this chapter.

D. The administration of this chapter, including the duty of prescribing forms, is vested in the Licensing Authority. License applications made pursuant to this chapter shall be submitted to the Licensing Authority, which shall have the authority to issue, deny, suspend or revoke a license in accordance with the provisions of this chapter.

E. The license required by this chapter shall be in addition to any other licenses or permits required by the City, County or State in order to engage in business. Persons engaging in activities described in this chapter shall comply with all other ordinance and laws, including the City zoning laws, as may be required to be engaged in the business to be licensed. Failure of any applicant or licensee, as applicable, to meet the requirements of this subsection shall be grounds for denial, suspension or revocation of a license.

F. All licenses issued pursuant to this chapter shall be for the remainder of the calendar year and shall be renewable annually, as specified in 21-2-6.

G. Upon written request and the payment of the fee, as established by resolution, the Licensing Authority shall issue a duplicate license to a licensee whose license has been lost, stolen or destroyed.

H. It shall be unlawful for an alarm business to use or to contract with any person for purposes of using the service of an unlicensed alarm business or unlicensed alarm agent.

#### 21-2-2 Types of Licenses; Reciprocity

A. The types of licenses that may be issued pursuant to this chapter are as follows:

1. *Primary Alarm License.* A primary alarm license may be applied for by an alarm business that is physically located within this City, in a jurisdiction that has not adopted this reciprocal alarm license ordinance or in a jurisdiction outside of this State.

2. *Reciprocal Alarm License.* An alarm business, whether physically located within or outside this State, that has a valid primary alarm license issued by a jurisdiction within this State that has adopted the reciprocal alarm license ordinance, shall be entitled to the issuance of a reciprocal alarm license upon compliance with the requirements of this chapter.

3. *Alarm Agent License.* A person desiring to engage in the business or occupation of alarm agent shall apply for a receive an alarm agent license from the jurisdiction that issues the primary alarm license for the alarm business for which the alarm agent is or will be working. A person holding a valid alarm agent license, who desires to work for an alarm business holding a reciprocal alarm license, does not have to obtain a separate alarm agent license, but shall provide a copy of his or her license, upon request, to the jurisdiction in which the reciprocal license has been issued.

21-2-3 Application

A. The application for the license required by the provisions of this chapter shall be submitted to the Licensing Authority utilizing such format as may be prescribed by the Police Chief.

B. The application for an alarm business license shall include:

1. The name, address and telephone number of the alarm business. If the applicant is a corporation, general or limited partnership, limited liability company or other legal entity, the name of the applicant shall be set for the exactly as show in its current Articles of Incorporation, Charter, Certificate of Limited Partnership, Articles of Organization or other organizational documents, as applicable, together with the state and date of incorporation and the names, residence addresses and dates of birth of each controlling person. In one or more of the partners, members or shareholders of the applicant is a corporation or other legal entity, the provisions of this subsection relating to information required of a corporation shall apply.

2. In the event that the applicant is a corporation, general or limited partnership, limited liability company or other legal entity, the applicant shall designate one of its officers, *general partners or members* to act as its responsible managing officer. Such designated person shall complete and sign all application forms required of an individual applicant under this chapter. The applicant shall provide a copy of their corporation, partnership or limited liability company formation documents.

3. For the applicant and each controlling person:

- a. Name;
- b. Any alias or other name used by which the person was previously known; and
- c. Current residency and business address, telephone numbers, including fax and email addresses; if applicable.

4. Names, addresses and license number of the alarm agents employed by the alarm business and copies of the alarm agents licenses.

5. A business telephone number at which each alarm agent may be reached.
6. The required application fee.
7. The residence and business address of the applicant and each controlling person for the five (5) year period immediately preceding the date of filing of the application and the inclusive dates of each such address.
8. Proof that the applicant and each controlling person is at least eighteen (18) years of age, as indicated on a current driver's license with picture, or other picture identification document issued by a governmental agency.
9. Height, weight, color of eyes and hair and date of birth of the applicant and each controlling person.
10. The employment history of the applicant and each controlling person for the five (5) year period immediately preceding the date of the filing of the application.
11. Information as to whether the applicant or any controlling person, or the business on behalf of which the license is being applied for, has ever been refused or denied any similar license or permit or has had any similar permit or license revoked, canceled or suspended and the reason or reason for the revocation, cancellation or suspension.
12. Whether or not the applicant or any controlling person has ever been convicted of a crime, regardless of whether the conviction was later set aside or expunged, in any domestic, foreign or military court. An applicant or controlling person shall also answer "yes" to this question, even though he or she has not been convicted of a crime, if the applicant or controlling person is presently pending trial or other court proceeding for a crime.
13. For initial applications for primary alarm business licenses only, one full set of fingerprints on fingerprint cards for the applicant and each controlling person. Fingerprints or fingerprint data must be submitted on fingerprint cards provided or approved by the licensing jurisdiction, but may be taken by any law enforcement or other government agency.
14. Copies of the State of Arizona Registrar of Contractor's C-11, C-12 or L-67 License, as applicable, or a copy of the K-67 License for combined residential and commercial, issued to the alarm business applicant, and a copy of the State of Arizona Transaction Privilege Tax License and City of Coolidge Transaction Privilege Tax License, if applicable.
15. An express agreement by the alarm business that any and all records of the alarm business, whether written or recorded, electronically or otherwise, or in any other form, relating to information required to be supplied to the Police Department in case of

an alarm, shall be immediately made available at any time upon request for inspection by agents of the Police Department.

16. A copy of a valid primary alarm license if the application is made for an original or renewal reciprocal alarm license.

17. Such other information, evidence, statements or documents as may be deemed by the licensing authority to be reasonably necessary to process and evaluate the application or renewal.

18. A listing of all alarm subscribers that have an alarm system operating within the boundaries of the City must be supplied to the Licensing Authority upon request.

C. Applicants for primary or reciprocal alarm licenses or applicants for renewal of any such licenses, shall notify the Licensing Authority, in writing, of any change in the information contained in the license application or renewal application. Notification shall be given to the Licensing Authority within fifteen (15) days of the occurrence of the change.

D. The application for alarm agent license shall include:

1. The name of the applicant and any alias or other name used by or by which the applicant has been previously known, his or her current residence and business addresses, telephone numbers, including facsimile numbers and email addresses, if applicable.

2. The name, business address and business telephone number of the alarm business where the applicant is or will be employed.

3. Whether or not the applicant has been convicted of a crime.

4. Proof that the applicant is at least eighteen (18) years of age, as indicated on a current driver's license with picture or other picture identification document issued by a governmental agency.

5. Height, weight, color of eyes and hair and date of birth of the applicant.

6. Information as to whether, in this City or elsewhere, the applicant has ever been refused or denied any similar license or permit or has had any similar permit or license revoked, canceled or suspended and the reason or reasons for the revocation, cancellation or suspension.

7. One full set of fingerprints on fingerprint cards, or fingerprint data.

Fingerprints or fingerprint data must be submitted on fingerprint cards provided or approved by the licensing jurisdiction, but may be taken by any law enforcement or authorized government agency.

8. The applicant's business, occupation and employment history for the five (5) year period immediately preceding the date of filing the application.

9. Such other information, evidence, statement or documents as may be deemed by the licensing authority to be reasonably necessary to process and evaluate the application or renewal.

10. The required application fee.

E. Applicants for alarm agent licenses, or applicants for renewal of such licenses shall notify the Licensing Authority, in writing, of any change in the information contained in the license application or renewal application. Notification shall be given to the Licensing Authority within fifteen (15) days of the occurrence of the change.

#### 21-2-4 Fees

A. The application and license fees for licenses issued under this chapter shall be set by resolution.

B. Each applicant for a license shall submit a full set of fingerprints to the City of Coolidge for the purpose of obtaining a State and Federal criminal records check pursuant to A.R.S. §41-1750, as amended, and Public Law (PL) 92-544. The Arizona Department of Public Safety (DPS) is authorized to exchange this fingerprint data with the Federal Bureau of Investigation. In addition to any other fees imposed under this chapter, an applicant for a license issued under this chapter shall pay an amount necessary to cover the costs of Federal fingerprint processing or federal criminal history record information checks. The specific amount of such additional fee shall be set by resolution based upon information received from DPS as to the cost of the fingerprint processing and record information checks. The additional fee collected pursuant to this subsection shall be transmitted to DPS as required by A.R.S. §41-1750, as amended.

C. No application fee or fingerprinting fee paid pursuant to this chapter shall be returned to an applicant if his or her application is withdrawn or denied. No license fee paid pursuant to this chapter shall be returned to a licensee if his or her license is revoked or suspended.

#### 21-2-5 Issuance Standards

A. The Licensing Authority will issue a license provided for by this chapter to an applicant, or renew a license, if applicable, when the following conditions of the applicable licensing provisions have been fully satisfied:

1. All application requirements have been met, including any criminal history background checks and fingerprint requirements.

2. All fees have been paid in full.

3. No grounds for denial listed in this section exist.

B. No person shall be licensed under this chapter if such person:

1. Knowingly makes any false or misleading statement in the course of applying for or renewing a license; submitted false or misleading information in support of such application or request or failed or refused to make full disclosure of all information required by this chapter.

2. Has been previously convicted of a felony or a misdemeanor involving fraud, theft, dishonest, moral turpitude, physical violence, assault, indecent exposure, illegal use or possession of a deadly weapon, or a violation of Arizona Revised Statutes Title 13, Chapter 34 (drug offenses), or offenses committed in another jurisdiction, which if committed in Arizona would constitute one of the crimes listed in this subsection within five (5) years from the date that the application is submitted.

3. Lacks good moral character.

4. Is under the age of eighteen (18) years.

5. Has had a license relating to alarm business or agents, as applicable, or a license of similar character, issued by the city of another authority, suspended, canceled or revoked within the five (5) year period immediately preceding the date of filing of the application.

6. Is not a United States Citizen or lawful permanent resident alien or an alien who is authorized to work by the United States Department of Justice Immigration and Naturalization Service.

7. Has violated a provision of this chapter, or has committed any act which, if committed by a licensee, would be grounds for denial or revocation of a license pursuant to this chapter.

C. No applicant shall be licensed under this chapter if any of the following persons would be disqualified from being licensed under subsection (B):

1. The president of an applicant which is a corporation, if he or she is an Arizona resident;

2. Each general partner of an applicant which is a partnership;

3. The managing officer or agent for the in-state operations of the applicant;
4. Any person financially interested in the applicant; or
5. Each managing member of a limited liability company, or if there are no designated managing members, all members.

D. No license shall be issued under this chapter to an applicant if the Police Chief determines that, due to the nature and location of the applicant's proposed business, the operation of such business is likely to create unreasonable unsafe conditions or to unreasonably increase existing unsafe conditions in the surrounding neighborhood.

E. Notice shall be given of any denial of a license application or a request for renewal, in writing and either by hand-delivery or by mail to the address of record. The notice shall include the reasons for denial of the license of license renewal.

21-2-6            Issuance; Expiration; Renewal

A. Any license issued under this chapter shall be valid only for the calendar year for which it is issued. Each license expires on December 31 of each year and must be renewed on or before January 31 of the following year by filing an application for renewal and paying the applicable renewal fee. The application and payment for renewal must be received by the Licensing Authority by January 31 to be deemed timely filed.

B. A person who initial license is issued after March 31 of any year shall be subject to an initial license fee on a prorated basis as follows:

| <u>Business Start Date</u> | <u>Proration of License Fee</u> |
|----------------------------|---------------------------------|
| April 1-June 30            | 75%                             |
| July 1-September 30        | 50%                             |
| October 1-December 31      | 25%                             |

The applicable proration percentage shall be applied to the annual license fee set by resolution to determine the initial license fee.

C. Any person who fails to renew a license by January 31 of any year and who conducts any activity covered by such license after such date shall be deemed to be operating without a license, shall be subject to all penalties imposed under this chapter against person unlawfully operating without a license, and shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which the license expired in addition to payment of the applicable license fees. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new license is issued to such person.

D. Any person who is required to obtain a license under this chapter and fails to do

so prior to conducting any activity covered by such license shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which such activities commenced in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new license is issued to such person under this chapter.

E. No license issued under this chapter shall be renewed unless the license is in compliance with all provisions of this chapter at the time of renewal.

#### 21-2-7 Identification Cards

The Licensing Authority shall issue to each alarm agent an identification card containing a current photograph of the alarm agent. Each identification card shall expire on December 31 of the year in which it is issued, and the alarm agent shall obtain a new identification card on or before January 31 of the following year, by paying the license fee, unless licensed pursuant to 21-2-2(A)(3).

#### 21-2-8 Display of License and Identification Cards

A. A copy of the alarm business license shall at all times be conspicuously displayed at the central station or main office of the alarm business.

B. At all times that a person is acting as an alarm agent within the City, such person shall carry on his or her person a valid alarm agent license and identification card. An alarm agent shall display his or her license and identification card upon request to any police officer, law enforcement official or City official whose duties are related to licensing.

#### 21-2-9 Duty to Ensure Compliance by Alarm Agents

A. An alarm business shall not allow any of its employees to work as an alarm agent until such person has displayed to the alarm business a valid alarm agent license and identification card. An alarm business shall require that all persons employed as alarm agents maintain current alarm agent licenses and identification cards at all times that such person work for the alarm business. On or before January 31 of each year, the alarm business shall verify with each alarm agent that such alarm agent has renewed his or her alarm agent license and identification card.

B. An alarm business shall not allow any person who contracts with the alarm business to perform, on behalf of the alarm business, any services for which an alarm agent license is required until such person has displayed to the alarm business a valid alarm agent license and identification card. An alarm business shall require all persons so contracting with the alarm business to maintain current alarm agent licenses and identification cards at all times that such persons perform services for which an alarm agent license is required on behalf of the alarm business.

A. No license issued under this chapter shall be transferable between persons or locations.

B. Except as provided in subsection (C) of this section, upon the termination of an alarm agent's employment with an alarm business, the alarm agent shall surrender his or her alarm agent license and identification card to such business. The alarm business shall mail or deliver the alarm agent license and identification card to the Licensing Authority within fifteen (15) days of such surrender. If the alarm agent fails to surrender his or her alarm agent license and identification card to the alarm business, the alarm business shall give notice to the Licensing Authority within fifteen (15) days of such termination that the alarm agent's employment has been terminated and that the alarm agent has failed to surrender his or her license and identification card.

C. If the alarm agent terminates his or her employment with an alarm business for the purpose of transferring employment to another alarm business, such person shall surrender his or her license as provided in subsection (B) and shall advise the Licensing Authority of his or her intentions. The Licensing Authority shall issue the alarm agent a temporary license until such time as a new license is issued to the alarm agent. Both the temporary and new license will be issued to the alarm agent without charge.

A. The Licensing Authority may suspend any license issued under this chapter for a specified period not to exceed sixty (60) days, or revoke such license, for any of the following reasons:

1. Failure to maintain good moral character;
2. Conviction of the licensee of a felony involving dishonest, deceit, theft, assaultive conduct or sexual misconduct;
3. When the licensee has knowingly made any false or misleading statement in any report or record required to be made or kept under this chapter; or
4. Any other violation of this chapter.

B. The Licensing Authority shall give written notice of the revocation or suspension to the licensee, which statement shall contain the reasons for the revocation or suspension and, if applicable, the length of the suspension. Such notice shall be personally served on the licensee or mailed to the licensee's last known address. Service of the notice shall be deemed complete upon mailing.

C. The licensee may request an informal hearing on such revocation or suspension

by submitting a written request to the Licensing Authority within ten (10) days after the notice of revocation or suspension is given. An informal hearing before the Licensing Authority shall be held within fifteen (15) days after the request for the same is received by the Licensing Authority. If the licensee does not request a hearing within said ten (10) day period, the revocation or suspension shall take effect on the eleventh day after service of the notice of revocation or suspension. If a hearing is requested, the revocation or suspension shall not take effect until after the informal hearing and service on the licensee of the new notice from the Licensing Authority setting forth the Licensing Authority's final decision. Such notice shall be personally served on the licensee or mailed to the licensee's last known address. Service of the notice shall be deemed complete upon mailing.

21-2-12      Appeal from Denial, Revocation or Suspension of License

A. A person who has been denied a license or whose license has been revoked or suspended after an informal hearing with the Licensing Authority may appeal such decision a hearing officer. The appeal shall be requested within ten (10) days from the date on which such person is given notice of the determination from which the appeal is taken. The request shall be in writing, shall be filed with the City Manger and shall set forth specifically the grounds for such appeal.

B. The City Manager shall appoint a hearing officer to conduct a hearing in accordance with this section. The hearing officer shall not be a member of the Licensing Authority. The hearing officer may, in his or her discretion, stay any revocation or suspension pending final determination of the appeal.

C. The burden of proof at the hearing shall be on the applicant or licensee to establish, by a preponderance of the evidence, that he or she meets all the requirements for holding a license under this chapter. The hearing officer shall hear such testimony and consider such evidence as is relevant to the determination of such issues. The hearing officer shall not be bound by technical rules of evidence or procedure in conducting the hearing.

D. The hearing officer shall render a written decision within thirty (30) days after the hearing is concluded based on the evidence presented by the City and the applicant or licensee. The decision of the hearing officer shall be final.

21-2-13      Application after Denial or Revocation of License

No person, association firm, corporation or other legal entity may apply for any license required under this chapter for one (1) year from the denial of any such license to such applicant or from the non-renewal or revocation of any such license, unless the cause of such denial, revocation or non-renewal has been, to the satisfaction of the Licensing Authority, removed within such time. This section shall be inapplicable to

denials of applications or renewal when the reason for denial was for an administrative, technical or otherwise non-material reason.

21-2-14      Termination and Cancellation of License; Notice

A. An alarm agent who terminates employment with an alarm business shall immediately surrender his or her alarm agent license to the Licensing Authority.

B. An alarm agent who terminates his employment with an alarm business to change employment to another alarm business licensee shall notify the licensing authority of the transfer, in writing, within fifteen (15) days of the change of employment.

C. An alarm business may cancel an alarm business license by filing a notice of cancellation of the license with the Licensing Authority. The notice of cancellation shall include the effective date of the cancellation. In the event of the cancellation of a primary alarm business license, notice shall be given to all jurisdictions in which reciprocal alarm business license have been issued and are active. Reciprocal alarm business licenses shall be cancelled as of the effective date of the cancellation of the primary alarm business license, unless the licensee requests that the license be canceled sooner.

21-2-15      Alarm Subscriber Permits

A. Every alarm subscriber and proprietor alarm owner shall apply for and receive an alarm subscriber permit from the Licensing Authority. Application shall be made with the Licensing Authority for the permit within ten (10) days of the installation date of a new alarm system. Alarm subscriber permits will be on forms approved by the Licensing Authority. An alarm subscriber permit is valid for one (1) year and may be renewed for additional one-year periods on application. An alarm subscriber permit shall be kept within the premises protected by the alarm and shall be available for inspection by the Police Department. Permits are not transferable from one subscriber or proprietor to another subscriber or proprietor, or from one address to another address. A separate permit is required for each address.

B. Alarm systems that are operated by the City, County, State or Federal government and installed on premises which such entity occupies or uses for governmental purposes shall not be subject to this chapter. However, such entity shall apply for and obtain a permit for each such alarm system it operates.

C. If an alarm subscriber has multiple systems at one location, an alarm subscriber permit is required for each system. For the purpose of this chapter:

1. The tenant of an apartment or other rental property who installs, purchases or rents an alarm system shall be deemed to be the alarm subscriber.

2. The owner of an apartment or other rental property that has an existing

alarm system shall be deemed to be the alarm subscriber. Each apartment unit shall be considered a separate address. The common areas or offices of the apartment complex will be considered one address.

D. When the Police Department has recorded an alarm for a subscriber or proprietor alarm owner who has not applied for an alarm subscriber permit in accordance with the provisions of this chapter:

1. The Licensing Authority shall send the alarm subscriber or proprietor alarm owner and the alarm business that called in the alarm to the Police Department a warning stating that they are in violation of the provision of this chapter. The warning will direct the alarm subscriber or proprietor alarm owner to apply for the alarm subscriber permit within ten (10) days of the date of the warning. The warning shall notify the party that the failure to obtain the alarm subscriber permit shall result in an assessment of a service fee, in an amount established by resolution, per alarm activation for each alarm which occurs while the alarm system is operated without an alarm subscriber permit. The service fee will be in addition to any false alarm fee assessed pursuant to section 21-3-3.

2. If the alarm subscriber or proprietor alarm owner applies for an alarm subscriber permit as required, the service fee assessment per alarm will not be imposed. If the alarm subscriber or proprietor alarm owner fails to apply for the alarm subscriber permit within ten (10) days of the date of the warning, the Licensing Authority shall notify the alarm subscriber or proprietor alarm owner that the applicable service fee will be assessed for each alarm which occurs while the system is operated without an alarm subscriber permit.

3. The alarm subscriber or proprietor alarm owner may, within twenty (20) days of the date of the mailing of the notice, appeal the initial assessment to the Licensing Authority by filing a petition with the Licensing Authority. The petition shall contain specific defenses, if any, to show why the assessment should not be imposed against the alarm subscriber or proprietor alarm owner.

4. Any petition submitted pursuant to subsection (3) of this section shall be filed with the Licensing Authority within the time specified. If the petition is not timely filed, any notified party shall be deemed to have waived the right to any further review or hearing as provided herein and the service fee assessment shall be final.

5. If a petition is timely filed pursuant to subsection (3) of this section, the Licensing Authority shall review the specific defenses set forth in the petition. If it is determined that a valid defense to the initial assessment has been set forth, a notice will be sent to the alarm subscriber or proprietor alarm owner informing them that the initial assessment is reversed. The notice shall include specific findings and conclusions.

6. If the Licensing Authority determines that a defense to the initial assessment has not been set forth, a notice shall be sent by mail to the alarm subscriber or the proprietor alarm owner informing them that the initial assessment is upheld. The notice of

decision shall include specific findings and conclusions. The decision is subject to appeal pursuant to section 21-3-4.

7. An alarm subscriber or proprietor alarm owner who fails to apply for an alarm subscriber permit as required by subsection (A) of this section shall be assessed a service fee, in an amount established by resolution, for each alarm activation to partially cover the costs of the police response while the alarm or alarm system is operated without an alarm subscriber permit. The alarm subscriber or proprietor alarm owner shall tender the assessed service fee within twenty (20) days of a final determination of assessment pursuant to this section or section 21-3-4. If the alarm business did not comply with section 21-1-4(G) and submit the required form, the alarm business shall be assessed the service fee. In the event the assessed service fee is not tendered, the unpaid balance of the assessment will be subject to a charge of one and one-half percent (1.5%) per month, compounded monthly.

8. It shall be unlawful and a class 1 misdemeanor for an alarm subscriber or proprietor alarm owner to operate an alarm system without a valid alarm subscriber permit issued in accordance with the provision of this chapter.

## 21-3 FALSE ALARMS

|        |                              |
|--------|------------------------------|
| 21-3-1 | Grace Period                 |
| 21-3-2 | Warning Notice               |
| 21-3-3 | Police Reviews and Penalties |
| 21-3-4 | Appeals                      |

### 21-3-1 Grace Period

A. Newly installed and reinstalled alarm systems shall not be subject to the provisions of this chapter relating to the counting and assessment of false alarms for a period of thirty (30) days from the date the alarm system becomes operational.

B. The grace period provided in subsection (A) of this section shall apply only if the alarm business or proprietor alarm owner notifies the Licensing Authority in writing within ten (10) days of the completion of the installation or reinstallation. The written notice shall specify the date the system was installed or reinstalled. For reinstalled alarm systems, the notice shall also describe the nature and extend of the reinstallation.

### 21-3-2 Warning Notice

When any alarm system generates a false alarm, the Police Department shall send a warning notice to both the alarm subscriber and alarm business or the proprietor alarm owner that one (1) subsequent false alarm within a three hundred sixty-five (365) day period will subject the notified party to the sanctions as provided herein.

Police Review and Penalties

A. Any alarm system which has two (2) or more false alarms within a consecutive three hundred sixty-five (365) day period shall be subject to assessment as provided herein.

B. If the Police Department records two (2) or more false alarms within a consecutive three hundred sixty-five (365) days period:

1. The Police Department shall notify both the alarm subscriber and alarm business or the proprietor alarm owner by electronic mail or postal mail of the Police Department's initial notice of assessment of false alarm service fees and of the amount of the assessed service fees. The alarm subscriber and alarm business or the proprietor alarm owner, within twenty (20) days of the date of the notice, shall pay or may appeal to the Licensing Authority by filing a petition with the Licensing Authority. The petition shall contain and explain specific defenses to the assessment. Affirmative defenses to a false alarm assessment may include evidence that a false alarm was caused by an act of nature, common cause, action of the telephone company, telephone line outage, power outage lasting longer than the life of a fully charged battery, or other extraordinary circumstances not reasonably subject to control by the alarm business, alarm subscriber or proprietary alarm owner.

2. The petition submitted pursuant to subsection (1) of this section shall be received by the Licensing Authority within the time specified. If the petition is not timely submitted, any notified party shall be deemed to have waived his right to any further review or hearing as provided herein and the alarm business and alarm subscriber or the proprietor alarm owner operating the alarm system generating the false alarms will be assessed pursuant to subsection (5) of this section.

3. If the petition pursuant to subsection (1) of this section is submitted, the Licensing Authority shall review the specific defenses, if any, set forth in the petition to the initial determination of false alarms. If it is determined that a valid defense to the initial determination of false alarm has been accepted, a notice will be sent by electronic mail or postal mail to all notified parties that no assessment will be made for that particular alarm. The notice shall specifically set forth the finding and conclusions of the Licensing Authority with respect of the petition submitted.

4. If the Licensing Authority determines that a defense to the initial determination of false alarms has not been alleged or accepted, a notice shall be sent by electronic mail or postal mail to both the alarm subscriber and alarm business or proprietor alarm owner that they will be assessed pursuant to subsection (5) of this section. The notice of decision shall contain the specific findings and conclusions of the Licensing Authority with respect to the review of the report submitted.

5. Assessments imposed pursuant to subsections (1) and (4) of this

section shall be in an amount established by resolution. The alarm subscriber and the alarm business shall, except as provided in Section 21-3-4(F), be jointly and severally responsible for the payment of assessments imposed upon their alarm system. The owner of a proprietor alarm shall be responsible for the payment of assessment imposed upon a proprietor alarms system.

6. Assessments imposed under subsections (1) and (4) of this section shall be in addition to any service fee imposed pursuant to Section 21-2-14, if the alarm subscriber has not obtained a permit.

C. Upon final determination of assessment pursuant to this chapter for the second (2<sup>nd</sup>) and any subsequent false alarm within a consecutive three hundred sixty-five (365) day period, the responsible party shall tender the fee assessed within ten (10) days of the date ordered or discontinue operation of the alarm system. In the event the operation of the alarm system is not discontinued and the assessment not tendered, its continued operation by the alarm subscriber, alarm business or proprietor alarm owner is unlawful. Each day past ten (10) days after the date ordered that the operation of the alarm system is not discontinued and assessment is not tendered shall constitute a class 1 misdemeanor.

D. Upon final determination of assessment pursuant to this chapter for the tenth (10<sup>th</sup>) false alarm within a consecutive three hundred sixty-five (365) day period, it shall be unlawful to operate the alarm system in such a manner that results in any subsequent false alarms within a ninety (90) day period from the date of receipt of the final determination for the tenth (10<sup>th</sup>) false alarm. Every such false alarm within such ninety (90) day period from the receipt of final determination for the tenth (10<sup>th</sup>) false alarm shall be a class 1 misdemeanor. In addition to this remedy, the City may also pursue an injunction through the Pinal County Superior Court with all costs of such suit to be borne by the alarm business and alarm subscriber or proprietor alarm owner, as the case may be.

#### 21-3-4 Appeals

A. Any party aggrieved by a decision of the Licensing Authority made pursuant to section 21-3-3, subsection (B)(3) or (B)(4) may, within ten (10) days of receipt of notice of the decision, appeal to a hearing officer so designated by the City Manager. A copy of the appeal request shall be sent to the Licensing Authority.

B. The request for an appeal shall set forth the specific objections to the decision of the Licensing Authority which form the basis of the appeal.

C. The hearing officer shall set a time and place for the hearing as soon as practicable.

D. The hearing proceeding shall be conducted as an informal process. The

hearing officer shall not be bound by the technical rules of evidence in the conduct of such hearings. All parties to the hearing shall have the right to present evidence in support of or in opposition to the decision of the Licensing Authority.

E. The decision of the hearing officer shall be based upon the evidence presented and it shall:

1. Affirm the decision of the Licensing Authority, in which case, any assessment imposed shall be sustained; or

2. Reverse the decision of the Licensing Authority, in whole or in part, in which case, the hearing officer shall, in his or her discretion, determine the amount of the assessment.

F. When the decision of the Licensing Authority is affirmed in appeals involving an alarm subscriber and alarm business licensee, the hearing officer may designate the alarm subscriber or the alarm business licensee as solely responsible for the payment of the assessment.

G. The decision of the hearing officer is final.

**ORDINANCE No. 11-02**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, ADOPTING THAT CERTAIN DOCUMENT KNOWN AS "ALARM SYSTEMS" BY REFERENCE AS CHAPTER 21 OF THE CODE OF THE CITY OF COOLIDGE AND PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE THEREOF.**

**WHEREAS**, the Mayor and City Council of the City of Coolidge believe, after consultation with its staff, that it would be in the best interest of the City of Coolidge to adopt regulations governing alarm systems; and

**WHEREAS**, A.R.S. §9-802 allows a City to adopt a public record by Ordinance as a means to reduce publication costs while ensuring that the public gets fair notice and opportunity to review its operative provisions;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, PINAL COUNTY, ARIZONA AS FOLLOWS:**

**SECTION 1.** Pursuant to Arizona Revised Statute Section 9-802, that certain document known as "ALARM SYSTEMS", three copies of which are on file in the office of the City Clerk of the City of Coolidge, Arizona, which document was made a public record by Resolution 11-03 of the City of Coolidge, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

**SECTION 2.** The Code of the City of Coolidge is hereby amended to add "ALARM SYSTEMS" as Chapter 21 which was made a public record by Resolution No. 11-03 of the City of Coolidge, Arizona.

**SECTION 3.** Chapter 21 of the Code of the City of Coolidge contains the following penalty clauses:

- A. An alarm business which violates any provision of Section 21-1-4 is guilty of a class 1 misdemeanor.
- B. An alarm subscriber who violates any provision of Section 21-1-5 is guilty of a class 1 misdemeanor.
- C. A proprietor alarm owner who violates any provision of Section 21-1-6 is guilty of a class 1 misdemeanor.
- D. Pursuant to Section 21-2-6(C), any person who fails to renew a license by January 31 of any year and who conducts any activity covered by such license after such date shall be deemed to be operating without a license, shall be subject to all penalties imposed under this chapter against person unlawfully operating

without a license, and shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which the license expired in addition to payment of the applicable license fees. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new license is issued to such person.

E. Pursuant to Section 21-2-6(D), any person who is required to obtain a license under this chapter and fails to do so prior to conducting any activity covered by such license shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which such activities commenced in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new license is issued to such person under this chapter.

F. Pursuant to Section 21-2-14(D)(1) and (2), when the Police Department has recorded an alarm for a subscriber or proprietor alarm owner who has not applied for an alarm subscriber permit in accordance with the provisions of this chapter: (1) The Licensing Authority shall send the alarm subscriber or proprietor alarm owner and the alarm business that called in the alarm to the Police Department a warning stating that they are in violation of the provision of this chapter. The warning will direct the alarm subscriber or proprietor alarm owner to apply for the alarm subscriber permit within ten (10) days of the date of the warning. The warning shall notify the party that the failure to obtain the alarm subscriber permit shall result in an assessment of a service fee, in an amount established by resolution, per alarm activation for each alarm which occurs while the alarm system is operated without an alarm subscriber permit. The service fee will be in addition to any false alarm fee assessed pursuant to section 21-3-3; (2) If the alarm subscriber or proprietor alarm owner applies for an alarm subscriber permit as required, the service fee assessment per alarm will not be imposed. If the alarm subscriber or proprietor alarm owner fails to apply for the alarm subscriber permit within ten (10) days of the date of the warning, the Licensing Authority shall notify the alarm subscriber or proprietor alarm owner that the applicable service fee will be assessed for each alarm which occurs while the system is operated without an alarm subscriber permit.

G. Pursuant to Section 21-2-14(D)(7), an alarm subscriber or proprietor alarm owner who fails to apply for an alarm subscriber permit as required by subsection (A) of this section shall be assessed a service fee, in an amount established by resolution, for each alarm activation to partially cover the costs of the police response while the alarm or alarm system is operated without an alarm subscriber permit. The alarm subscriber or proprietor alarm owner shall tender the assessed service fee within twenty (20) days of a final determination of assessment pursuant to this section or section 21-3-4. If the alarm business did not comply with section 21-1-4(G) and submit the required form, the alarm business shall be assessed the service fee. In the event the assessed service fee is not tendered, the unpaid balance of the assessment will be subject to a charge of one and one-half

percent (1.5%) per month, compounded monthly.

H. Pursuant to Section 21-2-14(D)(8), it shall be unlawful and a class 1 misdemeanor for an alarm subscriber or proprietor alarm owner to operate an alarm system without a valid alarm subscriber permit issued in accordance with the provision of this chapter.

I. Pursuant to Section 21-3-3(B), if the Police Department records two (2) or more false alarms within a consecutive three hundred sixty-five (365) days period:

1. The Police Department shall notify both the alarm subscriber and alarm business or the proprietor alarm owner by electronic mail or postal mail of the Police Department's initial notice of assessment of false alarm service fees and of the amount of the assessed service fees. The alarm subscriber and alarm business or the proprietor alarm owner, within twenty (20) days of the date of the notice, shall pay or may appeal to the Licensing Authority by filing a petition with the Licensing Authority. The petition shall contain and explain specific defenses to the assessment. Affirmative defenses to a false alarm assessment may include evidence that a false alarm was caused by an act of nature, common cause, action of the telephone company, telephone line outage, power outage lasting longer than the life of a fully charged battery, or other extraordinary circumstances not reasonably subject to control by the alarm business, alarm subscriber or proprietary alarm owner.

2. The petition submitted pursuant to subsection (1) of this section shall be received by the Licensing Authority within the time specified. If the petition is not timely submitted, any notified party shall be deemed to have waived his right to any further review or hearing as provided herein and the alarm business and alarm subscriber or the proprietor alarm owner operating the alarm system generating the false alarms will be assessed pursuant to subsection (5) of this section.

3. If the petition pursuant to subsection (1) of this section is submitted, the Licensing Authority shall review the specific defenses, if any, set forth in the petition to the initial determination of false alarms. If it is determined that a valid defense to the initial determination of false alarm has been accepted, a notice will be sent by electronic mail or postal mail to all notified parties that no assessment will be made for that particular alarm. The notice shall specifically set forth the finding and conclusions of the Licensing Authority with respect of the petition submitted.

4. If the Licensing Authority determines that a defense to the initial determination of false alarms has not been alleged or accepted, a notice shall be sent by electronic mail or postal mail to both the alarm subscriber and alarm business or proprietor alarm owner that they will be assessed pursuant to

subsection (5) of this section. The notice of decision shall contain the specific findings and conclusions of the Licensing Authority with respect to the review of the report submitted.

5. Assessments imposed pursuant to subsections (1) and (4) of this section shall be in an amount established by resolution. The alarm subscriber and the alarm business shall, except as provided in Section 21-3-4(F), be jointly and severally responsible for the payment of assessments imposed upon their alarm system. The owner of a proprietor alarm shall be responsible for the payment of assessment imposed upon a proprietor alarms system.

6. Assessments imposed under subsections (1) and (4) of this section shall be in addition to any service fee imposed pursuant to Section 21-2-14, if the alarm subscriber has not obtained a permit.

J. Pursuant to Section 21-3-3(C), upon final determination of assessment pursuant to this chapter for the second (2<sup>nd</sup>) and any subsequent false alarm within a consecutive three hundred sixty-five (365) day period, the responsible party shall tender the fee assessed within ten (10) days of the date ordered or discontinue operation of the alarm system. In the event the operation of the alarm system is not discontinued and the assessment not tendered, its continued operation by the alarm subscriber, alarm business or proprietor alarm owner is unlawful. Each day past ten (10) days after the date ordered that the operation of the alarm system is not discontinued and assessment is not tendered shall constitute a class 1 misdemeanor.

K. Pursuant to Section 21-3-3(D), upon final determination of assessment pursuant to this chapter for the tenth (10<sup>th</sup>) false alarm within a consecutive three hundred sixty-five (365) day period, it shall be unlawful to operate the alarm system in such a manner that results in any subsequent false alarms within a ninety (90) day period from the date of receipt of the final determination for the tenth (10<sup>th</sup>) false alarm. Every such false alarm within such ninety (90) day period from the receipt of final determination for the tenth (10<sup>th</sup>) false alarm shall be a class 1 misdemeanor. In addition to this remedy, the City may also pursue an injunction through the Pinal County Superior Court with all costs of such suit to be borne by the alarm business and alarm subscriber or proprietor alarm owner, as the case may be.

**SECTION 4.** To the extent of any conflict between other City Ordinances and this Ordinance, this Ordinance shall be deemed to be controlling; provided, however, that this Ordinance is not intended to amend or repeal any existing City Ordinance, Resolution or regulation except as expressly set forth herein.

**SECTION 5.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 6.** This Ordinance shall become effective thirty (30) days after its adoption.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Coolidge, Arizona, this 28<sup>th</sup> day of February, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## Notice of Public Hearing Entertainment Zone

A public hearing will be held by the Mayor and the Common Council of the City of Coolidge, Arizona on Monday, February 28, 2011 at 7:00 p.m. in the City Council Chambers located at 911 S. Arizona Boulevard, Coolidge, AZ.

The purpose of the public hearing is to consider and discuss the creation of an **Entertainment Zone** within the City of Coolidge. This zone includes:

### Legal Description Entertainment Zone

An area with the City of Coolidge, Arizona, described as follows:

330 feet on either side of the centerline of Arizona Blvd from the centerline of Martin Rd to the Center of the Pima Lateral Canal;

An area bounded by the centerlines of Pinkley Ave, Arizona Blvd, Lincoln Ave, and the Railroad tracks;

An area bounded on north by the centerline of Vah Ki Inn Rd, bounded on the south by the centerline of Caroline St, bounded on the east by the centerline of Arizona Blvd, and bounded on the west by a line 700 feet west of the centerline of Arizona Blvd;

An area bounded by the centerlines of Arizona Blvd, Highway 287, the Railroad tracks, and the Pima Lateral Canal, EXCEPT any portion of Coolidge Gateway Manor (Cabinet G Slide 54 Pinal County Recorder) further than 660 feet east of the centerline of Arizona Blvd.

TOTAL AREA = 0.67 +/- square miles.

# Proposed Entertainment Zone

Total Area = 0.67/sq miles



Centerline - Highway 287

Railroad

Centerline - Arizona Blvd

Pima Lateral Canal

660'

1030'

Centerline - Pinkley Ave

Railroad

Centerline - Arizona Blvd

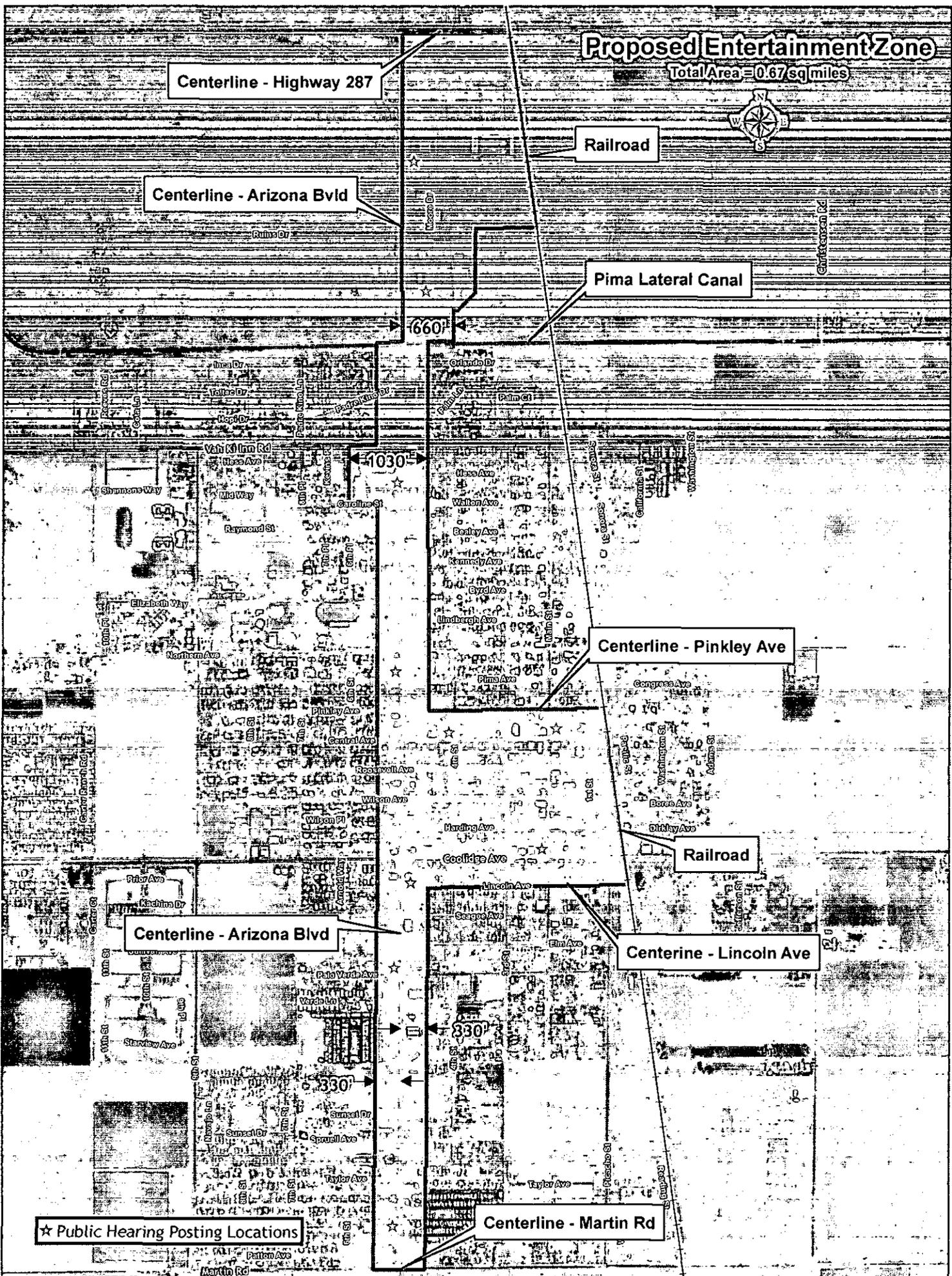
Centerline - Lincoln Ave

330'

330'

Centerline - Martin Rd

☆ Public Hearing Posting Locations



CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM

SUBJECT: Entertainment Zone

STAFF PRESENTER: C. Alton Bruce

**RECOMMENDATION:**

Approval and adoption of the Resolution designating an Entertainment Zone.

**DISCUSSION:**

To approve by Resolution and authorize the creation of an Entertainment Zone as allowed by State Statute within the City of Coolidge.

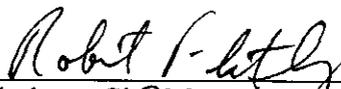
**FISCAL IMPACT:**

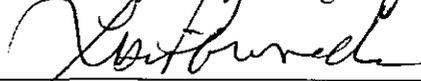
None at this time, however the creation of this zone will allow for more business opportunities in the future.

**Attachments**

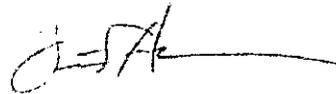
Resolution  
Entertainment Zone Map

**REVIEWED BY:**

  
Robert Flatley – City Manager

  
Lisa Pannella – Finance Director

**PREPARED BY:**



Tim Hansen – GIS Coordinator

Denis Fitzgibbons – City Attorney

**RESOLUTION No. 11-04**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, DESIGNATING AN AREA WITHIN THE CITY OF COOLIDGE AS AN ENTERTAINMENT DISTRICT.**

**WHEREAS**, pursuant to A.R.S. §4-207(C)(4), the governing body of a city, on a case-by-case basis, may, in connection with the issuance of a retailer's liquor license, approve an exemption from the distance restrictions prescribed in A.R.S. §4-207(A) for a church or charter school that is located in an area that is designated an entertainment district by the governing body of the city; and

**WHEREAS**, pursuant A.R.S. §4-207(D)(2), a city may designate an entertainment district that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities; and

**WHEREAS**, the Mayor and City Council of the City of Coolidge believe that the establishment of an entertainment district within the City where there will be a concentration of entertainment, artistic and cultural venues will serve to promote the economic, cultural, and general welfare of the public; and

**WHEREAS**, the Mayor and City Council of the City of Coolidge find that the designation of an area in the City as an entertainment district is in the best interest of the City of Coolidge.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Coolidge, Arizona that the area described on the map attached hereto as Exhibit A is hereby designated as an entertainment district within the City of Coolidge.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Coolidge this 28<sup>th</sup> day of February, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

# Proposed Entertainment Zone

Total Area = 0.67/sq miles



Centerline - Highway 287

Centerline - Arizona Blvd

Railroad

Pima Lateral Canal

660'

1030'

Centerline - Pinkley Ave

Railroad

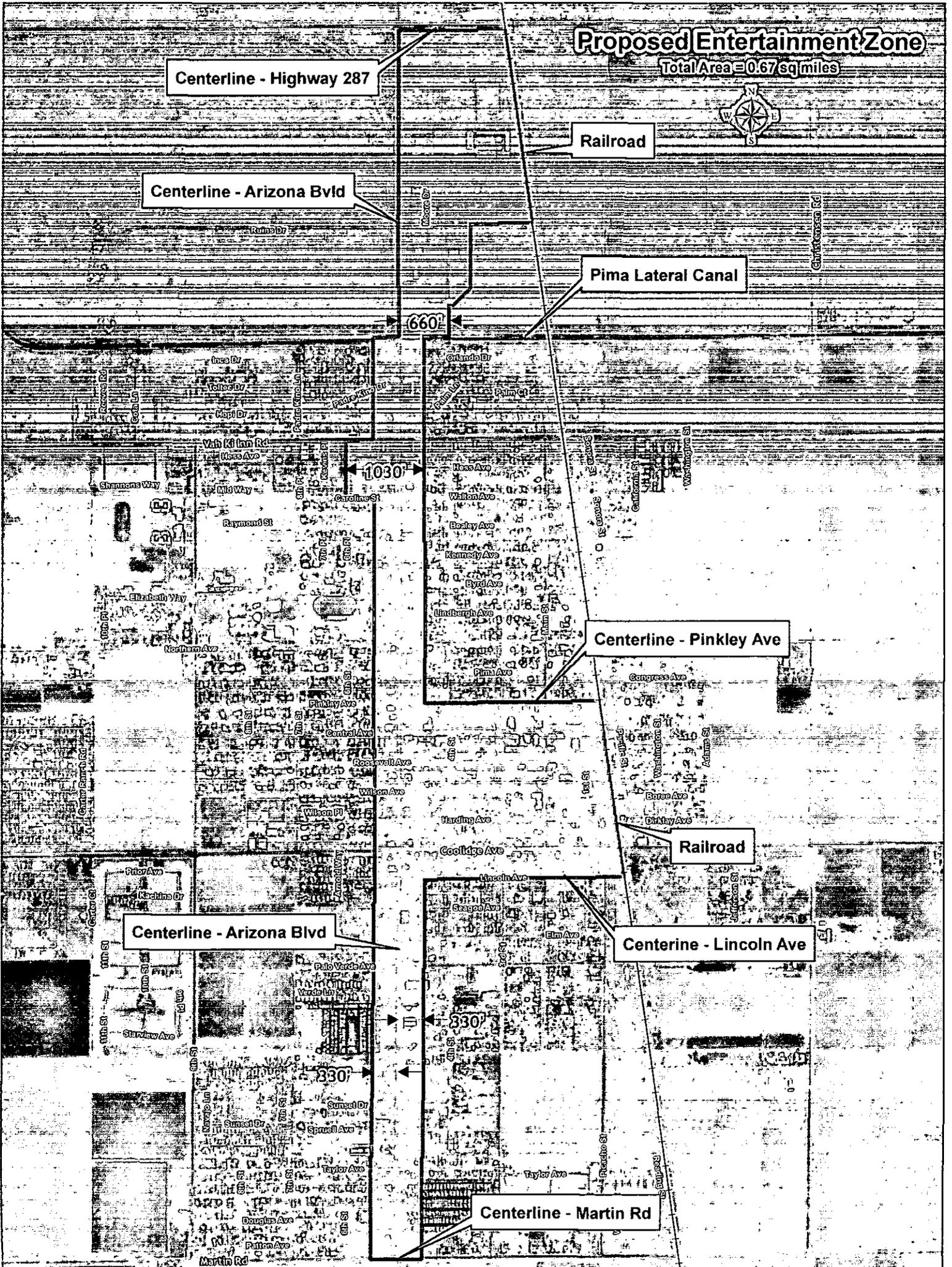
Centerline - Arizona Blvd

Centerline - Lincoln Ave

330'

330'

Centerline - Martin Rd



**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Approval to Implement the Smartworksplus Program

**STAFF PRESENTER:** Norma Ortiz, City Clerk

**RECOMMENDATION:**

Staff recommends that Council approve entering into a Service Agreement with Smartworkplus to implement a Phased Retirement Program for eligible employees.

**DISCUSSION:**

Sandee McClelland the President of Smartworksplus first presented this program on August 23, 2010 to Council, and then again on November 9, 2010 to staff. After the presentations, we had a couple of employees who showed some interest in the Smartworksplus program.

Therefore, staff recommends implementing the Smartworksplus Program (phased retirement) which would give eligible employees and opportunity to pursue retirement, and which benefit the City of Coolidge in a cost savings to the budget.

**FISCAL IMPACT:**

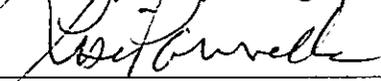
Undetermined at this time, but, depending on the number of employees who enroll, there would be a cost savings to the budget for the upcoming fiscal year.

**Attachments**

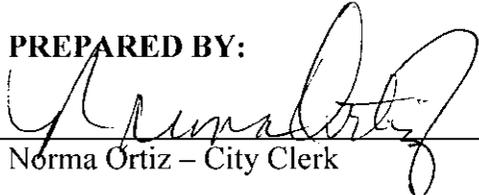
Information Sheet  
Service Agreement

**REVIEWED BY:**

  
Robert Flatley – City Manager

  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
Norma Ortiz – City Clerk

**Reviewed via E-mail**

Ann Schrooten – Attorney

*smartworksplus, inc.*

Phased Retirement Program  
Information Sheet

The City Council and Mayor of the City of Coolidge recognize the value that experienced employees provide to the City. In an effort to recognize these contributions to the City, the City will participate in a phased retirement program offered through a third party contracted employer, *smartworksplus, inc.* This handout is not a contract and is being provided for informational purposes only. Any questions regarding employment with *smartworksplus, inc.* should be directed to *smartworksplus, inc.* at the contact information below.

**Employment by *smartworksplus, inc.***

The City of Coolidge has entered into an agreement with *smartworksplus, inc.*, a private third-party contracted employer. *smartworksplus, inc.* hires experienced staff members and provides these employees to City of Coolidge on an as needed basis. *smartworksplus, inc.* employees are placed in the City in a position for which they are qualified. *smartworksplus, inc.* shall be responsible for salary, benefits (e.g. discretionary days, overtime pay, etc.) for employees of *smartworksplus*. Employees of *smartworksplus, inc.* may be placed on an annual basis for a maximum of three (3) years.

**Re-employment by the City**

Re-employment is NOT guaranteed by the City. The City shall re-hire employees at its discretion and subject to availability.

**Qualifications**

Individuals participating in this program must meet the following criteria:

- Must have retired from the ASRS with one of the following: Eighty (80) points (age plus years of service); Sixty-two (62) years of age with ten (10) years of service; or Sixty-five (65) years of age;
- Must have been a contributing ASRS employee of the City;
- Must have achieved satisfactory performance evaluations with a performance rating of 2.5 the exit year prior to retirement;
- Must have the recommendation of the most recent supervisor/department head.
- Must be an employee in good standing

**Letters of Interest**

Individuals intending to seek employment with *smartworksplus, inc.* should submit a letter of interest to the City on or before March 15, 2011 for those entering the program for the 2010-2011 fiscal year. In subsequent years, individuals wishing to apply to the phased retirement program must submit a letter of intent/interest to the City sixty (60) days prior to retirement date.

**Discretionary Leave Days**

At no cost to the City, Employees of *smartworksplus, inc.* will be entitled to take 96 hours/year or 4.0 hours per pay period (twice per month) (non-accrual) leave days upon initial placement. The contracted employee must follow City and *smartworksplus, inc.* policies on reporting absences. Sick days do not accumulate and will not a contracted employee will not be reimbursed by *smartworksplus, inc.* when the contract is completed. At no cost to the City, Contracted employees may be eligible for professional leave days to attend conferences/workshops.

### **Vacation Days**

At no cost to the City, Employees of *smartworksplus, inc.* will receive 84 hours/year or 3.5 per pay period (twice per month) (non-accrual) vacation days. The contracted employee must follow City and smartworksplus policies on reporting vacation leave. Vacation days do not accumulate and a contracted employee will not be reimbursed by *smartworksplus, inc.* when the contract is completed.

### **Bereavement Days**

At no cost to the City, Employees of *smartworksplus, inc.* will receive 3 days of bereavement, if in state and 5 days if out of state. (non-accrual).

### **Holiday Pay**

Employees of *smartworksplus, inc.* will receive holiday pay consistent with the City's employees in similar positions.

### **Health Insurance Coverage**

The City does NOT provide health insurance coverage to *smartworksplus, inc.* employees. However, *smartworksplus, inc.* employees may want to purchase their health insurance coverage from the City through COBRA for 18 months or other avenues such as private health care, spousal or ASRS programs.

### **Leave Pay**

Employees of the City of Coolidge who become employed with *smartworksplus, inc.* will participate in the City's sick/personal/vacation leave buy back per City Policy and Regulation at at the time of retirement. The City will pay these employees for their current balances of both annual and one half ½ sick leave *smartworksplus, inc.* does not provide a pay out for unused sick/personal/vacation leave.

### **Duties and Expectations**

*smartworksplus, inc.* employees will be expected to follow all *smartworksplus, inc.* and City policies and procedures. *smartworksplus, inc.* employees will also be expected to fulfill certain regular duties applicable to other City employees e.g. attending Council Meetings, attending Department Meetings, etc.

### **Placement**

The City will attempt whenever possible, to place *smartworksplus, inc.* employees in the employee's most recent City position or in a position for which they are qualified. All placements are subject to the City's availability and discretion.

### **Salary**

Salaries are determined by the City and *smartworksplus, inc.* Selected employees will be paid a salary commensurate with up to 80% of their exit salary. Additional compensation will be paid according to FLSA (e.g. overtime, (pre-approved) etc.) at the 80% *smartworksplus* rate. This salary will be held constant during the term of employment with *smartworksplus*. Any questions or clarifications regarding salary should be directed to *smartworksplus, inc.*

Any questions or clarifications regarding the terms and conditions of employment with *smartworksplus, inc.* should be directed to:

*smartworksplus, inc.*  
P.O. Box 11618  
Tempe, AZ 85284-0027  
Phone: 480-839-8747  
E-mail: [info@smartworksplus.com](mailto:info@smartworksplus.com)

## SERVICE AGREEMENT

This SERVICE AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011 between Smartschoolsplus, Inc, an Arizona corporation, d/b/a smartworksplus ("Provider"), and City of Coolidge, an Arizona municipal corporation ("City").

### RECITALS

A. Provider is a corporation engaged in the business of providing professional services, including employee staffing services, to governmental entities;

B. City is a governmental entity within the State of Arizona that requires the services of qualified personnel.

C. City desires to obtain Services (hereafter defined) from Provider and Provider is willing to provide Services to City upon the terms and conditions contained in this Agreement.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, Provider and City agree as follows:

1. Services. Provider shall provide the Services set forth in this Agreement and in the Scope of Services attached as Exhibit A (collectively, "Services").

2. Provider Employees.

A. Employment Agreement. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"). A copy of the last page of the Employment Agreement that will be provided to City by Provider is substantially in the form of Exhibit B, attached hereto, which includes information regarding the qualified personnel ("Provider Employees") that are to provide Services required by City. An example of the roster of Provider Employees, and their daily pay rates that will be provided to City by Provider is set forth in Exhibit C. A copy of the last page of each Employment Agreement shall be provided to City as soon as available. Provider shall (i) take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement, and (ii) provide general direction, supervision and control of each Provider Employee in the performance of his or her duties, as more fully described in the Scope of Services.

B. Payroll. Provider, and not City, shall be solely responsible for all payroll and payroll income tax withholding matters, payment of workers' compensation premiums and funding of appropriate fringe benefit programs. Provider shall defend, indemnify and hold City harmless from any and all claims, liability, expense or cost, including reasonable attorney's fees, arising out of, or is in any way connected with any and all taxes, assessments or governmental charges in connection with the services provided by Provider Employees under this Agreement. City shall immediately forward to Provider any garnishment orders, involuntary deduction order, notices of IRS liens and other forms of legal process received by City affecting payment of wages to Provider's Employees by Provider and shall cooperate with Provider in responding thereto.

C. Health and Safety. Provider shall require Provider's Employees to comply with all health and safety laws, regulations, ordinances, directives and rules imposed by controlling federal, state or local governments. Provider shall provide where necessary, and shall require that all Provider Employees use, personal protective equipment as required by federal, state or local law, regulation, ordinance, directive or rule.

D. Compensation of Provider Employees. Provider shall pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to City. Provider shall be exclusively responsible for, and shall comply with, applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to City.

E. Legal Arizona Worker's Act. Provider, and not City, shall be responsible for compliance with the Legal Arizona Worker's Act (2007), as amended from time to time. Compliance shall include, but not be limited to, verification of employment eligibility for all new employees through the E-Verify program, as defined in A.R.S. § 23-211.

F. Termination. Except as otherwise provided herein, City and Provider shall each have the right to immediately terminate the service of, and therefore cease to have any obligation with respect to, any particular Provider Employee, upon written notice to the other (or its successor in interest) upon the occurrence of any of the following:

(1) if the Provider Employee: (i) embezzles, steals or misappropriates funds or property of City or Provider or defrauds City or Provider; (ii) is convicted of a felony; (iii) has a necessary certification revoked or suspended; or (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of City or Provider.

(2) the death of the Provider Employee occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his date of death.

(3) the permanent disability of the Provider Employee occurring at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, the Provider Employee is unable to substantially perform his duties hereunder during either (i) any continuous period of thirty (30) days, in which event this Agreement shall terminate as of the first day following the end of such thirty (30) day period, or (ii) an aggregate of forty-five (45) days within a twelve (12) month period, in which event this Agreement shall terminate as of the first day following the forty-fifth (45<sup>th</sup>) such day. Notwithstanding the foregoing, City shall have no obligation to compensate Provider for any days Provider Employee does not provide services prior to a determination that Provider Employee is deemed to be permanently disabled.

(4) in the event that Provider sells or disposes of all or substantially all of its assets or permanently discontinues operating its business;

(5) in the event that a Provider Employee is unwilling, unable or fails to satisfactorily comply with any rules, guidelines, policies, procedures or regulations promulgated by Provider or City during the term of this Agreement; provided, however, that termination for cause shall not occur unless written notice of the alleged non-compliance is first given to Provider and Provider fails to cure the non-compliance within ten (10) days following receipt of such written notice;

(6) if it is later discovered that a Provider Employee has made any material misrepresentations or has failed to provide any material information in connection with the application for employment that was previously submitted to Provider.

(7) Notwithstanding anything herein to the contrary, Provider or City may terminate this Agreement in full or with respect to any or all of the Provider Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least thirty (30) days prior to the effective date of termination.

3. Compensation. City agrees to compensate Provider for work performed, and reimbursable expenses incurred in the performance thereof, by Provider Employees in accordance with the compensation schedule attached hereto as Exhibit D. Provider shall invoice City monthly. Invoices shall be due and payable within thirty (30) days after receipt by City. The parties acknowledge and agree that Provider Employees shall receive wages solely from Provider. City shall not pay any Provider Employee in cash or by any other means for any services rendered by such Provider Employee pursuant to this Agreement. Any individual whom City pays directly for any services rendered shall not be considered a Provider Employee as to any services for which City provides direct compensation.

4. Responsibilities of City. In addition to its payment, and other obligations set forth in this Agreement, City shall have the following responsibilities:

A. Supervision; Reporting. City shall provide daily monitoring of the Provider Employees and shall report to Provider on an ongoing regular basis regarding the Provider Employees' performance of their respective duties.

B. Safety Obligations. City shall provide a safe workplace for Provider Employees, shall supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log), shall include Provider Employees in any specific safety training that City offers or requires for its own personnel in the same or similar positions, and shall inform Provider of any necessary protective equipment that Provider Employees must use in the performance of services for City. Provider or its workers' compensation carrier has the right to inspect City's premises and operation, but is not obligated to conduct any inspections. Provider reserves the right to audit safety activities.

5. Term. The term of this Agreement shall commence as of July 1, 2011 and shall end on June 30, 2012, unless earlier terminated pursuant to the provisions hereof, and shall automatically be renewed annually for two (2) additional one (1) year terms unless terminated pursuant to the provisions hereof. City acknowledges and agrees that prior to any renewal, the Exhibits may be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to City at least thirty (30) days prior to the end of the then current term.

6. Insurance.

A. Worker's Compensation.

(i) Provider is the employer of all Provider Employees providing services to City pursuant to this Agreement and Provider is responsible for providing workers' compensation insurance within the meaning of Arizona Revised Statute ("A.R.S.") § 23-901. Provider shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirement of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 for each accident and \$500,000 for bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of City from the workers' compensation insurer.

(ii) City and Provider understand, agree and acknowledge that no individual shall be covered by Provider's workers' compensation insurance, or be issued a payroll check unless prior to commencing services for City that individual satisfies the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing Services for City pursuant to this Agreement; (c) is listed on Provider's roster of Provider Employees in Exhibit C; (d) has completed Provider's required enrollment forms and, where applicable, is certified or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting; (f) has entered into an Employment Agreement with Provider; (g) has provided all data required by Provider for payroll processing and workers' compensation coverage; and (h) has been entered onto Provider's payroll system. It shall be Provider's responsibility to ensure that Provider Employee has satisfied all of the aforementioned requirements prior to such Employee providing services to City under this Agreement.

(iii) City understands, agrees and acknowledges that the workers' compensation insurance that Provider shall provide under this Agreement shall only cover individuals who are listed on Provider's roster of Provider Employees in Exhibit C, and shall not cover other individuals who might perform services for City outside of this Agreement, whether as employees, independent contractors or otherwise. City agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering City's own employees.

B. Other Insurance.

Provider shall maintain in full force and effect at all times during the term of this Agreement the Commercial General Liability ("CGL") Insurance and unemployment insurance.

(i) The CGL policy shall provide for limits of not less than \$1,000,000 per occurrence and if such CGL policy contains a general aggregate limit of liability, the limit shall be no less than \$2,000,000. The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of Provider or Providers Employees. City shall be added as an additional insured to the CGL policy.

(ii) Provider shall provide unemployment insurance coverage to the extent required by law.

7. Independent Contractor. The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Provider has no authority to enter into any contract or incur any liability on behalf of City. Provider's employees are not intended to be and shall not be considered employees of City. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all persons performing Services under this Agreement.

8. Non-Exclusive Use. Provider acknowledges and agrees that City may enter into agreements with other provider organizations to supply services to City and that Provider is not the exclusive organization with which City may contract to provide services.

9. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when hand delivered to the party addressed or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

|                 |                                                                                                                             |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------|
| If to Provider: | smartworksplus<br>P.O. Box 11618<br>Tempe, AZ 85284-0027                                                                    |
| With a copy to: | Perkins Coie Brown & Bain P.A.<br>2901 N. Central Ave., Suite 2000<br>Phoenix, AZ 85012<br>Attention: Judith K. Weiss, Esq. |
| If to City:     | City of Coolidge<br>130 W. Central Avenue<br>Coolidge, AZ 85128                                                             |
| With a copy to: | Robert Flatley<br>City Manager<br>130 W. Central Avenue<br>Coolidge, AZ 85128                                               |

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section 9.

10. Binding Nature of Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other party.

11. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by a writing signed by both parties.

12. Waiver. The failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

13. Costs and Expenses. Each party hereto shall bear its own costs, including attorneys' fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement.

14. Headings. All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

15. Construction; Interpretation. This Agreement is intended to express the mutual intent of the parties hereto and thereto, and irrespective of the identity of the party preparing any such document, no rule of strict construction shall be applied against any party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting either gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "but not limited to." The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association, governmental entity or any other entity.

16. Exhibits and Recitals. All Exhibits referred to herein and the Recitals made and stated hereinabove are hereby incorporated by reference into, and made a part of, this Agreement.

17. Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the parties in entering into this Agreement and shall survive the execution and delivery of this Agreement.

18. Governing Law; Forum; Venue. This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all cost including all litigation and appeal expenses, collection expenses, reasonable attorney's fees, necessary witness fees and court costs to be determined by the court in such action.

19. Knowing Covenants. The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding and irrevocable effect thereof. Based upon consultation with counsel, the parties hereby represent and warrant to each other that this Agreement is binding and enforceable in accordance with its terms.

20. Indemnification by Provider. Except as otherwise provided in Section 21, Provider shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of services under this Agreement by Provider or Provider Employees or agents and from all claims by Provider Employees and agents for compensation for services rendered in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Provider or Provider Employees, or agents. This section shall survive the expiration or early termination of the Agreement.

21. Indemnification by City. City shall defend, indemnify and hold Provider, its officers and employees harmless from and against any and all loss, damage, claim for damage, liability, expense or cost, including reasonable attorneys' fees which arise from or relate in any way to any act or omission of City, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of City's obligations under this Agreement. The City shall also defend, indemnify and hold Provider, its officers and Provider Employees harmless from and against all loss, damage, claim for damage, liability, expense or costs, including reasonable attorneys' fees which arise from or relate in any way to the acts of the Provider Employee while acting within the course and scope of providing services to City under this Agreement; provided, however, that this indemnification shall not apply to any negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Provider Employee. This section shall survive the expiration or early termination of the Agreement.

22. Conflict of Interest. The parties expressly acknowledge that City has the option of canceling this contract within three years from the date of execution without any further penalty or obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current City employee to become a Provider Employee and recognizes the applicability of A.R.S. § 38-511.

23. Arbitration. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Provider and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Provider shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Provider. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

24. Federal Regulations. Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Provider acknowledges, by signature to this Agreement, that: Provider is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Provider's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

25. Undocumented Workers: Provider understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. '41-4401, Provider hereby warrants to the City that the Provider will comply with and is contractually obligated to comply with, all Federal Immigration laws and regulations that relate to Provider Employees and A.R.S. '23-214(A) (hereinafter Immigration Warranty). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Provider Employee who provide services under this Agreement to ensure that the Provider is complying with the Immigration Warranty. Provider agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Provider to ensure compliance with Immigration Warranty. Provider agrees to assist the City in regard to any random verification(s) performed.

Provider shall be deemed to not have materially breached the Immigration Warranty if it establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. '23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Provider enters into with any and all of its subcontractors (if any) who provide services under this Agreement or any subcontract. AServices are defined as furnishing labor, time or effort in the State of Arizona by a Provider or subcontractor.

26. Scrutinized Business Operations. In signing this Agreement, Provider certifies pursuant to ARS §35-391 that it does not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that it does not have scrutinized business operations in Iran.

27. No Kick-Back Certification. Provider warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Provider's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Provider hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written and effective as of the date hereinabove stated.

"Provider"

Smartschoolsplus, Inc.  
an Arizona corporation, d/b/a smartworksplus

By: Sandra McClelland  
Its: President

"City"

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### Scope of Services

The following Services shall be performed by Provider in fulfillment of its obligations under the terms of the Agreement.

1. Provider shall recruit, hire, train, evaluate, place, supervise and compensate Provider Employees who are professionally and technically qualified to perform the duties of staff requested by and provided to City pursuant to this Agreement and shall discipline and terminate Provider Employees, as appropriate, including the following:

a. maintaining a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA") and the Arizona Employment Protection Act ("AEPA");

b. maintaining a system of statewide personal background checks on all Provider Employees provided to City to include statewide criminal background check and fingerprinting. Provider shall ensure that all Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments, and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments;

c. maintaining a system of performance evaluation for each Provider Employee;

d. maintaining a program of supervision that enforces the policies and procedures of City. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who shall be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to: (i) applicable workers' compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify City of any human-resource-type issue raised by a Provider Employee that may affect City, such as threats of violence, harassment, discrimination or retaliation;

e. providing to each Provider Employee information regarding his or her obligation to comply with all of City's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider shall establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that he or she has read, understood and agrees to abide by those policies and procedures;

f. providing annual harassment, discrimination, retaliation, abuse and neglect training for all Provider Employees, or ensure Provider Employees participate in similar training provided by City. Provider shall maintain a record of all such training; and

g. preparing and distributing an Employee Handbook to Provider Employees that identifies and explains Provider's policies and procedures that are to be followed during the course of the Provider Employees' employment with Provider.

2. Provider shall inform the Provider Employee in writing that he or she is employed by Provider, not City.

3. Provider shall inform the Provider Employee in writing that job related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to be made to Provider contact.

4. Provider shall notify Provider Employees that the only benefits they shall receive shall be from Provider, and that they are not entitled to any benefits from City.

5. Provider shall be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

**EXHIBIT B**

**Form of Employment Agreement**

[see attached]

Exhibit "B"

Terms Notice – 20\_\_/20\_\_

Employee Name & Demographic Information

Name: <First Name> <Middle Name> <Last Name> SSN: <SSN>

Mailing Address: <Mail/Address> <Mail City>, <Mail State> <Mail Zip>

E-mail Address (required): <Email/Address>

Home Phone: <Home Phone>

Work Phone: <Work Phone>

\* Employee agrees to notify of change to address/phone number within ten (10) days

Terms and Conditions:

Governmental Entity: <Govt. Entity Name>

Total Employment Days: <Contract Days>

Position\*\*: <Position>

Worksite\*\*: <Worksite>

(\*\*subject to change upon reasonable request by Employer)

Term Period: <Contract Period>

Number of Pay Periods: <# of Pay Periods>

First Check: <First Check>

Last Check: <Last Check>

Determination of Annual Salary: <ssp Salary>  
<DRP>

Determination of Daily Rate of Pay: \* <ssp

Determination of Pay Per Pay Period: \* <Pay Per Pay Period>

\* Payments to the employee will be made bi-monthly, for the number of pay periods indicated above for balance of the Term. All additional service pay approved for employees of smartworksplus will be at the discretionary current rate of smartworksplus.

Compensated Sick/Leave & Vacation Days

Sick/Leave Days per the Term: # <Sick Days> Vacation Days per the Term: ^ <Vaca Days>

# Each employee is provided discretionary sick/leave days upon the initial placement. Compensated sick/leave days will not accrue beyond the Term and are included in the number of compensated employment days. IN THE EVENT AN EMPLOYEE EXCEEDS THE INDICATED SICK DAYS, THE EMPLOYEE WILL BE COMPENSATED LESS THE DAILY RATE OF PAY PER EXCESS DAY.

^ Each 12-month employee is provided vacation days as indicated. Vacation days will not accrue beyond the Term and are included in the number of compensated employment days.

By signing below, Employee hereby acknowledges that Employee has reviewed the foregoing information and affirms that the information is true and correct to the best of Employee's knowledge.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C**

**Roster of Provider Employees and Fee Schedule**

[see attached]



smartworks **plus**

Exhibit C  
Fee Schedule 2011-2012

| Sample | Last Name First Name MI | Position/Site | Contract Period  | Start Date/End Date | Salary Base | Annual Rate to swp | Days Employmen to swp | Daily Rate to swp | Addl Compensation | Addl Comp to swp | Sick Days | Vacation Days | Bereave Days |
|--------|-------------------------|---------------|------------------|---------------------|-------------|--------------------|-----------------------|-------------------|-------------------|------------------|-----------|---------------|--------------|
| Sally  |                         | Ha            | 07/01/11-6/30/12 |                     | \$75,000.00 | 80%                | 260                   | 230.77            | 5,000.00          | 4,000.00         |           |               |              |

|             |             |     |        |            |             |  |  |  |  |  |  |  |  |
|-------------|-------------|-----|--------|------------|-------------|--|--|--|--|--|--|--|--|
| \$75,000.00 | \$60,000.00 | 260 | 230.77 | 5,000.00   | 4,000.00    |  |  |  |  |  |  |  |  |
| \$75,000.00 | \$60,000.00 |     |        | \$5,000.00 | \$4,000.00  |  |  |  |  |  |  |  |  |
|             |             |     |        |            | \$64,000.00 |  |  |  |  |  |  |  |  |

smartworksplus, inc. City of Coolidge

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Name: Sandra McClelland Name: \_\_\_\_\_  
 Title: President Title: \_\_\_\_\_  
 Date: February 23, 2011 Date: \_\_\_\_\_

| Total Salaries/Added Pay |                    |
|--------------------------|--------------------|
| Social Security          | \$64,000.00        |
| Medicare                 | \$3,968.00         |
| FUTA (first \$7,000)     | \$928.00           |
| AZ SUI (first \$7,000)   | \$112.00           |
| Workers' Comp            | \$218.40           |
| Workers' Comp*           | \$998.40           |
| Admin Fee                | \$0.00             |
| <b>Total</b>             | <b>\$72,784.80</b> |

|                                            |   |               |                 |
|--------------------------------------------|---|---------------|-----------------|
| # Returning employees - once 2011          | 0 | FUTA = \$6.00 | AZ SUI = 109.20 |
| # 1st year employees - twice - 2011 & 2012 | 1 | FUTA = 112.00 | AZ SUI = 218.40 |

## EXHIBIT D

### Provider Compensation Schedule

Compensation: Provider compensation is computed based on the number of days Provider Employees work during designated month, multiplied by their Daily Rate of Pay set forth in Exhibit C. Provider shall invoice City monthly (i) at agreed-upon offered contractual salary equal to 80% of Provider Employee's exit salary for Provider Employees that previously worked at City or (ii) at agreed-upon offered contractual salary for Provider Employees that did not previously work at City.

Extra Compensation: City shall pay Provider for Provider Employees bonuses or similar extra compensation as mutually agreed upon by Provider and City. Provider shall invoice City, for agreed-upon Extra Compensation at eighty percent (80%) for Provider Employees. The method and timing of payment of such "Added Service Pay" shall be in accordance with the performance of such service and as mutually agreed upon by Provider and City.

Service Fee/Direct Payroll Costs: In addition to the payments for work performed and similar extra compensation pay for Provider Employees, City shall pay Provider a service fee equal to four percent (4%) of agreed-upon offered contractual salary and all applicable direct payroll costs paid by Provider for Provider Employees (e.g., Social Security, FICA & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified)).

Reimbursement: City shall reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees, but only if such expenses are approved in writing (prior to the expense being incurred) by the Provider and City. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement to Provider. Provider shall reimburse the Provider Employee and include the amount of the approved expense on Provider's invoice to City.

Discretionary Leave Days: At no cost to City, City shall allow Provider Employees to take 96 hours/year or 4.0 hours per pay period (twice per month) (non-accrual) leave days upon initial placement. Provider Employees may be eligible for professional leave days to attend conferences/workshops. The Provider Employee must follow Provider's policies on reporting discretionary leave days.

Vacation Days: At no cost to City, City shall allow Provider Employees to take 84 hours/year or 3.5 per pay period (twice per month) (non-accrual) vacation days. The Provider Employee must follow Provider's policies on requesting and reporting vacation leave.

Bereavement Days: At no cost to City, City shall allow Provider Employees to take 3 days of bereavement if in state, and 5 days if out of state. The Provider Employee must follow Provider's policies on requesting and reporting bereavement leave.

Electronic Access: City shall provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal City duties (e.g., Kronos, computer hardware and software, e-mail, internet, cell phones, etc.). Provider shall reimburse City directly for all charges incurred as the result of Provider Employee's personal use of City cell phones, which amount shall be credited to City on Provider's invoice to City. Provider Employees agree to follow all City guidelines and policies regarding use of the same.