

**SERVICES AGREEMENT
(Not Construction Related)**

This Services Agreement ("Agreement") is entered into and effective between the TOWN OF PARADISE VALLEY, an Arizona municipal corporation ("Town") and HighGround, Inc., a(n) Arizona corporation located at 830 North 4th Avenue, Phoenix, Arizona 850033a, ("Consultant") (individually "Party" and collectively "Parties") as of the ____ day of _____, 2016 ("Effective Date").

RECITALS

- A. Town desires to contract with Consultant to provide state lobbying and information consultant services as set forth in Request for Quotations, Solicitation No. RFQ-17-031-FIN and Procure AZ Requisition No. TOFPV17-00502397 (the "Project"), which is hereby incorporated herein as if fully set forth;
- B. Town desires to retain the services of Consultant to perform certain specific duties and produce the specific work, all in accordance with the Project and Consultant's Response to State Lobbying and Information Consultant Services Request for Quotations dated October 28, 2016, Section 3(d), dated November 30, 2016 ("Proposal"), which is hereby incorporated and attached as **Exhibit A**, Project Scope of Work ("Scope");
- C. Consultant desires to provide Town with services ("Services") consistent with industry-best practices and the standards set forth in the Project, Consultant's Proposal, and this Agreement in order to complete the Project; and
- D. Town and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The Parties hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Agreement and are hereby incorporated.
- 2. **Key Personnel; Other Consultants and Subcontractors.**
 - 2.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with Town and its designated employees, and working closely with others, including other consultants or contractors, retained by Town.
 - 2.2. Discharge, Reassign, Replacement.
 - a. Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - b. Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by Town without Town's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by Town.
 - c. Consultant will change any of the members of the Project Team at the Town's request if an employee's performance does not equal or exceed the level of competence that the Town may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

- d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

3. Term. The Term of this Agreement commences upon the Effective Date and continues for a period of one (1) year. The Town may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, in one-year increments. Consultant will be notified in writing by the Town of its intent to extend the Agreement Term at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period (or as otherwise agreeable to the Parties). Price adjustment will be reviewed only during the Agreement renewal period and will be a factor in the Town's renewal decision. There are no automatic renewals.

4. Consultant's Work.

- 4.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 4.2 Notice of New Client(s). Consultant shall notify the Town with the name of a new client(s) within seven (7) calendar days of accepting representation of such client(s).
- 4.3 Conflict with Other Client. Consultant shall notify the Town within 24 hours when a Positional Conflict arises between the Town and another client. For purposes of this Agreement, a "Positional Conflict" means a conflict of interest that arises when the interests of another of Consultant's clients is opposed to or contrary in any degree to the interests of the Town or where Consultant's representation of the Town on any issue may be limited or affected to any degree by its representation of another client.
- 4.4 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) Town is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify Town immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify Town as required will constitute a material default under the Agreement.
- 4.5 Compliance.
 - a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by Town.
 - b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.
- 4.6 Work Product.
 - a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to Town exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

- (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend Town for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to Town copies of the preliminary and completed Work Product promptly as they are prepared.
 - c. Town Use.
 - (1) Town may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the Town agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, Town will also remove any seal and title block from the Work Product.

5. Compensation for the Project.

- 5.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors if any, will not exceed \$36,000 annually as specifically detailed in **Exhibit C** ("Compensation").
- 5.2 Changes in Scope of Project. The Compensation may be equitably adjusted if the contemplated Scope is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require Town Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the Town Manager.
 - c. In the event any conflict arises, , the following shall be the order of precedence in resolving the conflict and governing the conduct of the Parties:
 - (1) This Agreement, including its exhibits.
 - (2) Request for Quotations, Solicitation No.RFQ-17-031-FIN, including addendums
 - (3) Consultant's Proposal.
- 5.3 Allowances. No allowances provided or included in this Agreement.
- 5.4 Expenses. Town will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable in accordance with the GSA travel rates for Phoenix/Scottsdale, including the per diem and Meals and Incidental rate (2016 M&I is \$64 per day), in effect at the time the expense is incurred.;
 - b. The Reimbursable Expenses in this section are approved in advance by Town in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

6. Billings and Payment.

6.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to Town's Project Manager and Town will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

6.2 Payment.

- a. After a full and complete Payment Application is received, Town will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon Town's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as Town may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

6.3 Review and Withholding. Town's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. Town may withhold an amount sufficient to pay expenses that Town reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

7. Termination.

7.1 For Convenience. Town may terminate this Agreement for convenience at any time, without cause, by delivering a written termination notice stating the effective termination date.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the Town.

7.2 For Cause. Town may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after Town has determined its damages. If Town's damages resulting from the breach, as determined by Town, are less than the equitable amount due but not paid Consultant for Services furnished, Town will pay the amount due to Consultant, less Town's damages, in accordance with the provisions of Sec. 6.
- b. If Town's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to Town immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

8. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on Town's behalf becomes an employee, agent, or consultant of any other Party to this Agreement.

9. **Insurance and Indemnification.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors. The required insurance includes:

9.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Products and completed operations insurance shall be in the amount of **\$2,000,000** per occurrence. Excess liability coverage of **\$1,000,000** is also required. This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the Town, and a separation of insurance provision.
- b. Automobile Liability: A business auto policy covering owned, non-owned and hired automobiles with a combined single limit per accident of **\$1,000,000**. If any hazardous material, as defined by any local, state or federal authority is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing **\$5,000,000** per occurrence limits of liability for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

9.2 **Indemnification.**

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless Town and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage or destruction (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than Town or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The Town, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL, automobile policies, excess liability (follow form to

underlying insurance) for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the Town.

9.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-, unless the Consultant has obtained prior approval from the Town stating that a non-conforming insurer is acceptable to the Town.

9.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

9.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement or before work begins, whichever is earlier, Consultant shall furnish the Town with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the Town before work commences. Failure to obtain, submit or secure the Town's approval of the required insurance policies, certificates or endorsements prior to the Town's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The Town reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the Town's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

9.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

9.8 Special Risk or Circumstances. The Town reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

10. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Town under the terms of this Agreement. The Town retains the legal right to randomly inspect the papers and records of the other Party to ensure that the other Party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other

Party. The Parties shall cooperate with the Town's random inspections, including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Douglas Cole
HighGround, Inc.
830 North 4th Avenue
Phoenix, AZ 85003

- b. Town. Town's representative ("Town's Representative") authorized to act on Town's behalf, and his or her address for Notice delivery is:

Dawn Marie Buckland
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

With required copy to:

Town Attorney
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

- c. Concurrent Notices.
 - (1) All notices to Town's representative must be given concurrently to Town Attorney.
 - (2) A notice will not be deemed to have been received by Town's representative until the time that it has also been received by the Town Attorney.

(3) Town may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or Town may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least seven (7) days prior to the change.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between Town and Consultant and supersedes all prior conversations and negotiations between the Parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the Parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The Parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The Parties are of equal bargaining position and this Agreement must be construed equally between the Parties without consideration of which of the Parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the Parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to Town Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and Town will be resolved in accordance with **Exhibit D**. The final determination will be made by the Town.

14. Israel Boycott Prohibited. Consultant acknowledges this Agreement is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any person who is currently, or during the Term or any renewal Term, participating in a boycott of Israel. Consultant warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01 and has executed the affidavit attached as **Exhibit B** as assurance to the Town.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Scope of Work
- Exhibit B Affidavit of Israel Boycott
- Exhibit C Compensation
- Exhibit D Dispute Resolution

[SIGNATURES ON FOLLOWING PAGE.]

The Parties enter into this Agreement effective as of the date shown above.

Town of Paradise Valley,
an Arizona municipal corporation

By: Kevin Burke
Its: Town Manager

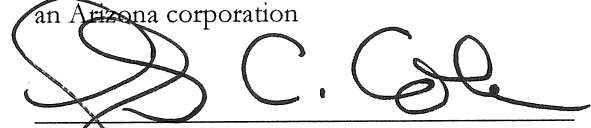
ATTEST:

Duncan, Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew Miller, Town Attorney

HighGround, Inc.,
an Arizona corporation



By: Douglas Cole
Its: Senior Vice President

EXHIBIT A
Services Agreement

SCOPE OF WORK



November 30, 2016

Town of Paradise Valley
Attn: Dawn Marie Buckland
Director of Administration and Government Affairs
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

Re: **State Lobbying and Information Services RFQ –17-031-FIN, and Procure AZ Requisition Number TOFPV17-00502307; Item 1: Cover Letter**

Dear Ms. Buckland,

It is our pleasure to submit the attached response to your State Lobbying and Information Consultant Services Request for Quotations dated October 28, 2016.

This year, our firm is celebrating 20 years of providing clients with superior advocacy through lobbying, public affairs strategies, public relations, polling, grassroots development and strategic planning. As a full-service consulting firm of nine professionals, HighGround's principals have been direct lobbying participants and tactical legislative strategists in most major political decisions at the Arizona State Capitol during the past two decades.

It is HighGround's understanding that the Town of Paradise Valley is seeking a professional government relations and advocacy firm to provide state lobbying services, including, but not limited to representation, information, professional advice, reporting to Town Officials and support services. We believe our firm is uniquely qualified to continue to perform those services on the Town's behalf and we present this proposal for your consideration.

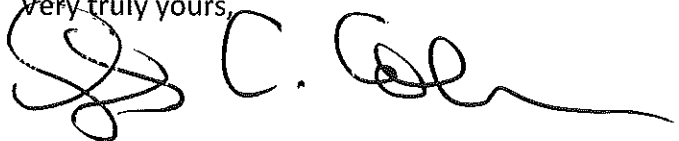
We are confident that our skills, particularly our strategic legislative expertise and personal relationships, fulfill the requirements sought by the Town of Paradise Valley for State Lobbying and Information Services. We are proposing a monthly flat fee of \$3,000 per month, or \$36,000 annually, to provide these services. This proposal is valid for a 90-day period and all correspondence should be directed to:

Douglas Cole
Senior Vice President
HighGround, Inc.

830 NORTH 4th AVENUE, PHOENIX, ARIZONA 85003
(602) 528-3684 (888) 508-8308 FAX (602) 528-3686
www.azhighground.com

830 North 4th Avenue
Phoenix, Arizona 85003
+1 602-528-3684 office
+1 602-686-9712 mobile

Very truly yours,

A handwritten signature in black ink, appearing to read "D. C. Cole", with a long horizontal flourish extending to the right.

Douglas Cole
Senior Vice President

2) **Reference List:** Provide a comprehensive list of references that can speak in detail regarding character, reliability, responsiveness, and a history of demonstrated success.

City of Tucson

Andrew Greenhill, Intergovernmental Relations Coordinator
P.O. Box 27210
Tucson, AZ 85726
520-791-2666
andrew.greenhill@tucsonaz.gov

City of Yuma

Steve Moore, City Attorney
One City Plaza
PO Box 13012
Yuma, AZ 85366
928-373-5057
steve.moore@ci.yuma.az.us

Valley Metro

Scott Smith, Chief Executive Officer
101 N. 1st Avenue
Phoenix, AZ 85003
(480) 686-3419
ssmith@metrolightrail.org

Public Safety Personnel Retirement System

Jared Smout, Administrator
3010 E. Camelback Road
Phoenix, AZ 85016
602-296-2527
jaredsmout@gmail.com

Maricopa County

Rick Bohan, Director of Government Affairs
301 W. Jefferson Street
Phoenix, AZ 85003
(602) 506-3056
RichardBohan@mail.maricopa.gov

Maricopa Integrated Health System

Warren Whitney, Senior Vice President
2601 E. Roosevelt Street

Phoenix, AZ 85008

602-344-1239

Warren.Whitney@mihs.org

3) *Experience and Expertise:* Illustrate the Proposer's understanding of the objectives of this solicitation, as well as the qualifications, experience, training, and other credentials that illustrate the Proposer's abilities to successfully complete the scope of work represented in the solicitation. Include at a minimum:

- a) **Synopsis of the Proposer's history, including a statement indicating the length of time the proposer has been doing business in the Phoenix Metropolitan area.**

For more than 20 years, HighGround has been providing clients with superior advocacy services through lobbying, public affairs strategies, public relations, polling, grassroots development and strategic planning and execution. As a full-service consulting firm of nine professionals, HighGround's principals have been direct lobbying participants and tactical legislative strategists in most major political decisions at the Arizona State Capitol since 1991.

- i) **Proposer's full and complete name, main office business address, local office business address, office phone, fax, and email address, and Company web page address.**

HighGround, Inc.
830 North 4th Avenue
Phoenix, Arizona 85003
(602) 528-3684
Fax: (602) 528-3686
info@azhighground.com
www.azhighground.com

- ii) **A brief description of Proposer's primary business and any other associated business-related activity involving energy, new construction and remodel construction, or travel and hospitality industry (including golf).**

HighGround has a long history of successful lobbying, public affairs, strategic consulting, and campaign work that reflects our unique ability to manage a wide range of public policy issues in various environments. We specialize in dealing with complex issues on behalf of clients that face challenges or seek opportunities on a variety of governmental and public affairs levels. Many of these issues involve interfacing with local, county, state and federal government entities, strengthening business relationships, developing diverse coalitions, and crafting thoughtful media strategies.

The firm is currently working with The True Life Companies on the public affairs campaign for the reuse of a 101-acre piece of land in Ahwatukee, formerly known as the Ahwatukee Lakes Golf Course. Our work has included understanding the needs of the community, as well as analyzing various studies to ensure responsible and logical development. In an effort to articulate True Life's vision for the property, we have guided the effort to ensure maximum community outreach and have been executing a complex paid and earned media strategy to raise community awareness and working with various government officials and agencies to gain support for True Life's proposal.

Previously, HighGround assisted DMB Associates, Inc. and their partners in their planning, negotiations with state and local government, and engagement with the community with the largest remaining parcel of contiguous land within the Mesa planning area, the 3,200-acre Mesa Proving Grounds (now Eastmark). HighGround successfully managed Mesa's "Yes on 300" campaign that focused on development and tourism incentives surrounding a potential Gaylord Resort and Convention Center and additional hotel resort property. Proposition 300 passed with 84.2% of the vote.

HighGround also assisted DeRito Partners and Kimco Realty in developing and implementing a community engagement and government relations communication effort regarding the Mesa Riverview/Bass Pro project, located near the Loop 101 and Loop 202 in Mesa. When the projects zoning and development incentives were referred to the ballot, HighGround successfully managed the 2005 election. The campaign withstood a well-funded opposition campaign to win with 56% of the vote. The project had the added challenge of encouraging voters to approve three separate ballot propositions on the same ballot in order for the project to move forward.

HighGround has a long history of working with the Salt River Project (SRP). One significant project ensured that SRP will generate enough affordable electricity to meet Arizona's growing demands. HighGround helped SRP develop an Arizona organization which included the East Valley Partnership, WESTMARC, the Arizona Association of Industries and the East Valley Chamber Alliance as well as many neighbors and neighborhood groups to support these efforts. The campaign was successful in creating a positive public environment that encouraged the development of additional electrical generating capacity for Arizona consumers such as the expansion of the San Tan Generating Station in Gilbert.

HighGround, Inc. lobbied to successfully pass legislation creating the Arizona Growing Smarter Act and successfully managed the passage of Proposition 303, the Preserve Arizona Initiative. This is the only public land management campaign to gain voter approval in modern Arizona history.

Additionally, HighGround worked with the Arizona Association of Realtors to organize Realtors and the development industry throughout Arizona to successfully defeat the Sierra Club's Proposition 202, the Growth Management Initiative.

- b) Proposer's submittal document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.**

HighGround has represented the Town of Paradise Valley for over five years and can provide and perform all necessary labor. We have represented numerous entities of similar size and scope over our history. We have a unique understanding of the needs of local government and believe that local control is critically important to the success of Arizona's cities and towns.

HighGround has a long, impressive history of representing Arizona municipal and political subdivisions with state government including cities, towns, counties, agricultural improvement districts, special healthcare districts, electrical districts and retirement systems. Current public sector clients include: Salt River Project - 18 years; City of Yuma - 17 years; Maricopa County - 17 years; Electrical District Number Two, Pinal County - 16 years; City of Tucson - 16 years; Maricopa Integrated Health Systems - 12 years; Public Safety Personnel Retirement System - 8 years; and Town of Paradise Valley - 5 years.

Additional specific details about our work can be found in section 6(d).

- c) Proposer's submittal document shall demonstrate an understanding of the goals identified herein for this contract, and provide a basic overview for the accomplishment of these goals.**

HighGround understands the importance of visible representation at the State Legislature. The firm will maintain visibility through proactively meeting with gubernatorial staff, state government officials, legislators and legislative staff on both sides of the aisle routinely throughout session and throughout the year. It is through this steady interaction with relevant parties that team members ensure the strategies and priorities of the Town are communicated. HighGround will ensure the Town has a voice in the process.

The firm understands the issues important to Paradise Valley and will continue to ensure the Town's strategies and priorities are executed to the fullest extent. HighGround's approach involves consistently monitoring issues, while identifying emerging issues that are important to the Town. HighGround will work closely with and under the direction of the Director of Administration and Government Affairs (Director) to effectively plan and implement the Town's legislative agenda. Team members will

work with the Town to develop a clear process in researching, bill tracking, information gathering, and the timely communication of legislative actions. Additionally, the firm will provide verbal and written reports as requested by the Town to assist in the internal communication of legislative action.

- d) Proposer's submittal document shall contain a comprehensive description of all services that shall be provided.**

Through our extensive professional network and monitoring process, HighGround will identify issues expected to be debated by state legislators or the executive branch, review state budget information and legislation under consideration, review proposed and adopted administrative rules and regulations, and proactively advise the Town of items that may affect the Town's legislative program, policies, or other areas of interest to Paradise Valley.

Team members will recommend strategies for advocacy on behalf of the Town on priority issues, interaction with the Arizona Legislature, the Governor, legislative staff, and key interest groups. At the direction of the Director, we will monitor, track, and advocate for or against specific legislative proposals, and recommend and perform appropriate liaison and follow-up work.

HighGround principals are prepared to testify in legislative hearings, meet with legislators and legislative staff to advocate the Town's position on specific legislative proposals and attend applicable meetings, at the Director's request.

HighGround will assist in the research and preparation of fact sheets and necessary communication to inform and educate elected officials or others on key issues of interest, and provide weekly communication during the legislative session summarizing bills, activity, and observations pertinent to Paradise Valley and local government. Team members will provide a monthly status report to update the Director on activities performed on behalf of the Town.

The firm will disclose a conflict of interest if another HighGround client opposes a position of the Town.

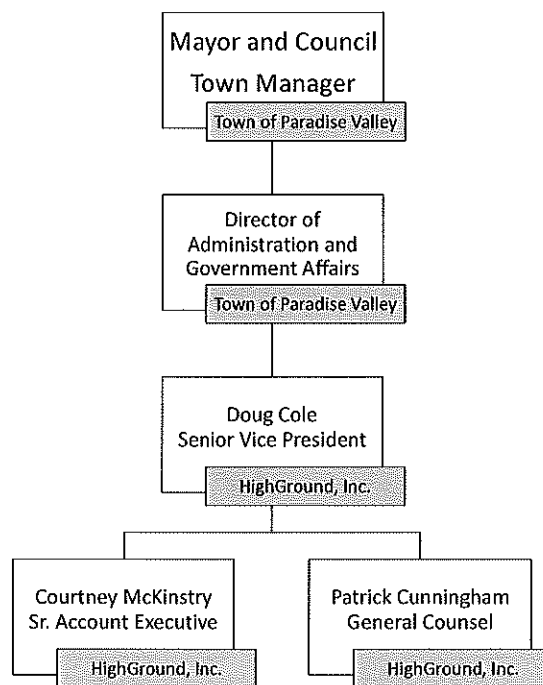
- e) Proposer's submittal document shall identify the office location from which projects will be administered.**

HighGround has one office in Phoenix, Arizona located at:
830 North 4th Avenue
Phoenix, Arizona 85003

- f) Proposer's submittal document shall provide an up-to-date (within the last 18 months) client list identifying the entities the proposer represents (or represented) at the State level.

Accenture
Arizona Board of Regents
Arizona Hospital and Healthcare Association
CA Technologies
Cactus League
Cisco
City of Tucson
City of Yuma
DMB Associates
Electrical District #2, Pinal County
Hunt Construction
League of Arizona Cities and Towns
Lifewell Behavioral Wellness
Maricopa County
Maricopa Integrated Health System
Outfront Media
Public Safety Personnel Retirement System
Theranos
Town of Paradise Valley
TP Racing
True Life Companies
SRP
Valley Metro

4) **Key Personnel Resume and Qualifications:** Proposer shall identify the prime contact assigned to the Town for accomplishing the aforementioned scope of work. Proposer’s submittal document shall include an organization chart and the qualifications of the key personnel that will be involved in projects covered by the scope of the solicitation. The qualifications provided shall include resumes demonstrating success in relevant work within the last two years, academic credentials, applicable training classes, professional certifications, professional memberships, etc.



Douglas Cole, Senior Vice President, will be the firm’s coordinator and main provider for this account. As a former deputy chief of staff for an Arizona governor, Cole has a deep understanding and established relationships with directors and top management of many state agencies. Courtney McKinstry, Senior Account Executive for Government Affairs and Patrick Cunningham, Public Affairs Consultant and General Counsel to HighGround would provide additional lobbying services and support as needed.

Douglas Cole, Senior Vice President

Douglas Cole joined the firm in August of 1998 after building a successful public-sector career in the U.S. Congress, the Arizona Governor’s Office, and the Arizona Legislature. Besides his legislative work, Douglas Cole has been integrally involved in many political campaigns ranging from gubernatorial campaigns (Arizona Governors Jan Brewer and Fife Symington), to

congressional (Congressman John J. Rhodes, III), to Secretary of State (Arizona Secretaries of State Betsey Bayless and Jan Brewer), along with numerous statewide initiatives. Additionally, Cole was the Arizona Communications Director for Sen. John McCain's 2000 presidential bid. Cole began his professional career as a staff assistant/intern to then-Congressman John McCain (R-Arizona) in 1985.

Before joining HighGround, Cole was the Director of Communications for the Arizona House of Representatives. In this position, he was a member of the House's top management team and was the chief spokesman. Cole joined the House in October of 1997.

Prior to his top House position, Cole served as Arizona Governor Fife Symington's Deputy Chief of Staff for Communications and was his chief spokesman from 1991-97. As the Governor's Deputy Chief of Staff, Cole had oversight of the Governor's offices for Press, Public Affairs, Community Relations, Boards and Commissions, Constituent Services, and the Governor's Tucson and Flagstaff offices.

Cole served as Press Secretary to Congressman John J. Rhodes, III (R-Arizona) in Washington, DC from 1987-91 during which time Rhodes was a ranking member of the Interior and Insular Affairs Committee. He was the Public Information Assistant for the Central Arizona Water Conservation District, the operating agency for the Central Arizona Project, from 1985-87 in Phoenix.

Douglas Cole graduated cum laude from The American University, School of International Studies, in Washington, DC. His curricula included studies at the University of Copenhagen, Denmark and at the University of Arizona.

Mr. Cole is a frequent commentator on Arizona politics in the Arizona media. He also guest lectures on the media and politics.

Cole served as a public member of the Commission on Appellate Court Appointments for six (6) years, the Constitutional commission that selects judicial candidates for gubernatorial appointment to the Arizona Supreme Court and the Court of Appeals. Mr. Cole served for eight years on the Maricopa County Commission on Trial Court Appointments. Mr. Cole served for almost 20 years as a member and chairman of the Phoenix Ahwatukee Foothills Village Planning Committee and served on the Arizona 2012 Centennial Board and Foundation.

Douglas Cole is a fourth-generation Arizonan, born and raised in Arizona. He is married to Megan Kintner and has two sons and a daughter. He is licensed as a Private Pilot.

Courtney McKinstry, Senior Account Executive - Government Affairs

Courtney McKinstry is the latest addition to the HighGround team. The firm's clients will greatly benefit from her broad experience as a proven governmental relations strategist who works

across partisan lines in order to achieve her client's goals. Courtney specializes in working with key elected officials and stakeholders to build support on policy issues.

Before joining HighGround, Ms. McKinstry served as the Legislative Affairs Director for Arizona Attorney General Mark Brnovich, where she had a proven track record of success including securing millions of dollars in additional funding for the agency.

In 2016, she was named "Best Government Lobbyist" by The Arizona Capitol Times.

Prior to her time at the Attorney General's office, she was Majority Research Analyst in the Arizona House of Representatives where she worked with legislators and key stakeholders to create and analyze the impact of legislation. She served the Committee on Public Safety, Military and Regulatory Affairs, as well as the Committee on Insurance and Retirement. Ms. McKinstry was also a Legislative Assistant at the Arizona Department of Emergency and Military Affairs.

Ms. McKinstry is a graduate of Northern Arizona University. She has two sons and a daughter.

Patrick Cunningham, Public Affairs Consultant and General Counsel to HighGround

Patrick brings extensive public sector experience and public affairs consulting to HighGround. He recently served as the Phoenix Criminal Division Chief in the US Attorney's office, supervising federal criminal prosecutions, victim and witness services and asset forfeitures.

Previously, he was Deputy Director of the Arizona Department of Environmental Quality from 2003 through 2009, appointed first by Governor Janet Napolitano in 2003 and reappointed by Governor Jan Brewer in 2009. Before that, Mr. Cunningham worked for 12 years in the Arizona Attorney General's Office as Chief Counsel, Environmental Enforcement Section and Criminal Division.

In the 1980's Mr. Cunningham was a Captain in the US Army's Judge Advocate General's Corps where he prosecuted and defended criminal cases in Germany as a trial attorney. He prepared more than 130 briefs and motions and argued on behalf of the United States in criminal appellate proceedings before the Courts of Appeals for the Armed Forces and the US Supreme Court.

Mr. Cunningham was awarded the Michael J. Brophy Distinguished Service Award from the State Bar of Arizona in 2010, and named *The Arizona Capitol Times'* "Leader of the Year" in Public Policy for the Environment in 2009.

Cunningham is from Kingman and received his bachelor's in 1976 from the University of Michigan, graduating cum laude. He earned his law degree from Arizona State University in 1979. He is married and has two daughters. Mr. Cunningham and HighGround do not provide legal services to HighGround's clients.

a) Demonstrate that the Consultant staff has the experience, education, and ability to represent Paradise Valley at the state level; that the Consultant office has the staff capability and technology to effectively communicate with the Paradise Valley Mayor, Council and Town staff on a frequent basis, including on a daily basis when necessary.

HighGround principals are constantly engaged in significant projects that utilize their extensive knowledge and strategic understanding of the state legislative process. Relying on years of experience at solving important public policy problems, HighGround recognizes the importance of integrating a variety of tactical approaches to benefit our client.

Douglas Cole, Senior Vice President has held numerous positions throughout federal and state government that involve regular interaction with the Legislature, beginning in 1991. Prior to joining HighGround, Cole was the Director of Communications for the Arizona House of Representatives. In this position, he was a member of the House's top management team and was the chief spokesman. Before his top House position, Cole was Deputy Chief of Staff to the Governor for two terms, regularly interacting with the legislature and a key participant in the budget process and with all major policy initiatives. As a longtime high-level political appointee and now a lobbyist, Mr. Cole brings extensive knowledge of state government and is uniquely qualified to represent clients at the Legislature. He brings both institutional knowledge as well as historical perspective to his representation of the Town of Paradise Valley. Mr. Cole regularly addresses the firm's clients' councils and board of directors/trustees meetings.

Courtney McKinstry has spent many years working in state government. Her role in the state legislature and working for the Arizona Attorney General brings a unique perspective to the team. As the chief lobbyist for the Attorney General's Office, she developed the Office's legislative agenda and engaged a diverse set of stakeholders, including the Office of the Governor, the Arizona Department of Education, the Arizona State Board of Education, state agency liaisons, county and city governments, private sector stakeholders and community advocacy groups. Additionally, she facilitated communication between the Attorney General's Office and the Governor's Office of Strategic Planning and Budgeting and the Joint Legislative Budget Committee. Ms. McKinstry's experience driving public policy initiatives over a broad range of subject areas will prove valuable to the team.

b) Demonstrate that the consultant has knowledge of state issues of interest to Paradise Valley; has the ability to effectively communicate complex state issues both orally and in writing with Paradise Valley Mayor, Council, town staff, and elected representatives of Legislative District 28; and has the ability to communicate these complex issues in a succinct and precise manner.

HighGround has represented cities and towns at the state level for over fifteen years, and the Town of Paradise Valley for over five years. The firm has promoted the Town's

priorities, negotiated terms when legislation has been detrimental to the Town and defeated policies that would have harmed Paradise Valley.

The firm has consistently protected the Town's revenue sources and intervened when the Legislature has attempted to limit local decision-making through preemptive legislation. Team members understand the importance of preserving the Town's ability to operate photo enforcement technology and maintain authority over local land use and development. HighGround has been intimately involved in the legislative efforts to reform public pensions, involving both the Arizona State Retirement System and the Public Safety Personnel Retirement System. Additionally, the firm has extensive knowledge of the history of the construction sales tax and is prepared for future negotiations with stakeholders, the Legislature and the Governor's office.

HighGround principals have solid relationships with the Paradise Valley Mayor, the Town Council, Town staff, and Legislative District 28 representatives. The firm has been successful in its legislative efforts because of consistent and clear communication with the Town, as well as HighGround's knowledge of the issues that affect Paradise Valley.

Thorough knowledge and historical perspective on issues allows HighGround to be extremely efficient when communicating about issues of importance to Paradise Valley Mayor, Council, town staff, and elected representatives of Legislative District 28. We have a solid understanding of the infancy of issues, how we reached the point we are at and how to most effectively move forward. Because of HighGround's long-standing relationship with the Town, educating the firm on issues of importance is not necessary. We also understand which entities understand various issues and how to best provide updated information to those who are not familiar with a topic. We are proficient at presenting to elected bodies, briefing staff, and communicating with local leaders in a succinct, precise, and professional manner.

5) *Sub-Consultants:* Proposer's submittal document shall list all sub-consultants (if any) that will be used in the completion of services and projects identified herein, and the sub-consultants envisioned role in each service and project.

HighGround has the staff and resources necessary to serve as the sole consultant on this contract.

6) *Key Project Areas:* Proposer's submittal document shall demonstrate an understanding of the goals identified herein for this project, and provide a basic overview for the accomplishment of these goals. Proposer's submittal document shall identify the key project areas, issues and potential obstacles with respect to the scope of work identified herein. Proposer's documents should provide a basic methodology to address each project area and overcome all identified issues and obstacles. Proposer's submittal document shall address a MINIMUM of the following key project areas:

- a) **Proposer's submittal document shall indicate whether proposer can provide all the services listed herein and the approach Proposer would use.**

HighGround's successful approach to representing a client at the legislature and to state government is through a strong work ethic, knowledge of the legislative process, and trusted long-established relationships with gubernatorial staff, state government officials, legislators, and legislative staff on both sides of the aisle. This approach has benefited the firm's clients time and time again, as evidenced by the numerous clients the firm has assisted in obtaining state funding opportunities.

Additionally, HighGround principals have a long history of protecting state shared revenue and defeating poor fiscal policy. The firm has repeatedly and successfully defeated efforts by the legislature to limit or restrict the cities and towns local authority and decision-making.

Building on the success of the past, HighGround recommends an approach that will successfully continue to combat these efforts and will advocate for the Town to continue to meet regularly with the Legislative District 28 legislators to educate them on the importance of state shared revenue and communicate the effects of legislation that would positively or negatively impact the town. The firm will work with the legislative leaders of both parties to defeat any unfavorable legislation and promote good economic and fiscal policy.

Members of the firm are at the Capitol every day the legislature is in session. Additionally, throughout the year, the firm is actively involved with legislative study committees and other legislative activities, such as regularly attending meetings around the country of the American Legislative Exchange Council (ALEC) and the National Conference of State Legislatures (NCSL). The firm also maintains good contacts within the Council of State Governments (CSG), a former client.

- b) **Proposer's submittal document shall demonstrate and provide brief examples of the Proposer's ability to forge bipartisan support for legislative proposals.**

HighGround's principals have long-established, trusted relationships with individual elected officials and legislative leadership. The firm also enjoys solid relationships with most executive agencies in state government, executive, and legislative staff and with the judicial branch. Our team has developed relationships on both sides of the aisle as well as within legislative and executive leadership.

HighGround's team is proud of its ability to work hand-in-hand with their clients' professional in-house staff. The firm also works closely with important government-membership organizations such as the Arizona League of Cities and Towns, Maricopa

Association of Governments, Valley Metro, County Supervisors Association of Arizona, and the Arizona Association of Counties. Bipartisan legislative examples include:

Medicaid Restoration - HighGround worked with the governor's office, legislators, Arizona Health Care Coalition, and the Restoring Arizona business coalition to provide strategy, survey research, messaging and bipartisan support for the restoration of Arizona's Medicaid program. The restoration was passed by the Legislature, signed by Governor Brewer, and withstood an aggressive referral attempt. Ultimately, the effort protected the rainy day fund, reduced uncompensated care, and prevented 63,000 Arizonans from losing their health care at the end of the year.

Proposition 100 & Balancing the State Budget – HighGround worked with the Governor's office, legislators, business, and education leaders to pass a bipartisan budget that contained a mix of cuts, borrowing, and temporary revenue. The temporary one cent budget measure was referred to the voters as Proposition 100 in May of 2010. HighGround assisted as a strategic consultant to Integrated Web Strategies in their efforts. Proposition 100 passed with 64.3% of the vote and created a critical revenue stream for Arizona schools.

Regional Transportation Plan – HighGround served as the principal public affairs consultant to build bipartisan legislative and public support for the ½ cent transportation sales tax extension plan. The team managed the issue through legislative sessions that saw the establishment of the transportation process and the approval of the plan developed by the process. HighGround moved on to manage the campaign for the passage of Proposition 400 on the November 2004 general election ballot.

c) Proposer's submittal document shall demonstrate Proposer's knowledge of state legislative issues that may be of interest to Paradise Valley.

Years of experience operating at the state legislature gives HighGround the ability to predict and anticipate issues of importance for our clients. Looking forward, we know that there will be efforts to restrict local control and it is a high priority to ensure towns and cities are able to set and manage fees for service within their community. Past successes included legislation to enact a necessary policy change to establish the fire or emergency medical services fee for the Town. Protecting this policy will be a critical component to any legislative strategy.

There are several other policy issues that team members must consistently and passionately fight to preserve, including the Town's ability to operate photo enforcement technology and the ability to maintain authority over local land use and development.

HighGround has a history of involvement in legislative efforts to reform the construction sales tax and is prepared for future negotiations with stakeholders, the Legislature and the Governor's office.

HighGround principals also have extensive knowledge of state public pensions. We were very active in successful reform efforts for the Public Safety Personnel Retirement System to ensure protection of the state's retirement programs and participated in the negotiation process that culminated in the successful passage of Prop 124 this past Spring.

The HighGround team continues to assist and advocate on behalf of a policy to ensure the permanent and full restoration of the Highway User Revenue Fund (HURF), beyond the one-time appropriation of recent years.

We also believe that moving forward we must continue to monitor and stay engaged in issues and policy related to the new digital economy and technologies, such as short-term rentals/online lodging and drones.

d) Proposer's submittal document shall demonstrate Proposer's experience and notable successes with state legislative issues.

HighGround has a long, impressive history of representing Arizona municipal and political subdivisions within state government including cities, towns, counties, agricultural improvement districts, special healthcare districts, electrical districts and retirement systems.

One of HighGround's most recent and notable success for the Town was possible because of two legislative sessions of hard work, strategic engagement and thoughtful political maneuverings. HighGround was extremely proud of its work to pass legislation allowing the Town to implement a fire and emergency medical services fee. Furthermore, the firm has consistently protected the Town's revenue sources and intervened when the Legislature has attempted to limit local decision-making through preemptive legislation.

Current public sector clients include: Salt River Project - 18 years; City of Yuma - 17 years; Maricopa County - 17 years; Electrical District Number Two, Pinal County - 16 years; City of Tucson - 16 years; Maricopa Integrated Health Systems - 12 years; Public Safety Personnel Retirement System - 8 years; and Town of Paradise Valley - 5 years.

On behalf of client political subdivisions of the State of Arizona, the firm has successfully lobbied for the enactment of legislation over the past two decades. Some examples include:

- Adjusted county and city expenditure limitations;
- Provided a method by which qualified cities, towns or private water companies can meet assured water supply requirements by obtaining water availability status from the Central Arizona Groundwater Replenishment District;
- Restricted the drilling of domestic exempt-wells within municipal service areas that are in groundwater Active Management Areas (AMA);
- Allowed for voter-approval extension of the current ½ cent sales tax for transportation systems in Maricopa County;
- Privatized the State Compensation Fund;
- Extended the re-zoning requirements for Phoenix-Mesa Gateway Airport;
- Clarified the operations of local health boards;
- Allowed cities and towns to sell highway project advancement notes competitively;
- Provided a property tax valuation methodology for electrical generation facilities;
- Allowed for the purchase of rights-of-way for projects identified in ADOT's transportation plan;
- Created the Special Healthcare District that allowed Maricopa County to create and operate the stand-alone county health system;
- Enacted implementation statutes for Proposition 204, Healthy Arizona II Initiative;
- Facilitated the future development of the Yuma Crossings State Park;
- Allowed annual funds paid by cities to State Parks Department to be used for maintenance at parks in the city's specific jurisdiction;
- Created Joint Action Agencies that allowed separate legal entities to issue revenue bonds and engage in electric generation and transmission activities;
- Appropriated funding for the relocation of Yuma's National Guard Armory;
- Restored the distribution of Arizona's flight property tax to airports;
- Extended the Transaction Privilege Tax for Phoenix-Mesa Gateway Airport;
- Petitioned the U.S. Congress to authorize federal and state land exchanges around military bases;
- Allowed for expanded implementation and enforcement of land use planning of property around military airports and appropriated \$5 million for preservation and enhancement of Arizona's military installations;
- Petitioned the U.S. Congress to award the future F-35 Joint Strike Fighter to an Arizona Military Installation;
- Allowed for a voter-approved extension of the Maricopa County jail facilities tax; and,
- Prohibited the underground storage of natural gas in the vicinity of military facilities.

Additionally, HighGround has worked for years with other local governmental entities to defeat bills that would have harmed the interests of client political subdivisions. Some examples include:

- Defeated legislation that would have required cities and towns to reduce the amount the cable industry currently pays for use of public rights-of-way;
- Defeated numerous bills restricting the use of eminent domain by cities and towns and requiring compensation for regulatory takings;
- Defeated legislation that would have prohibited cities and towns from utilizing GPLET;
- Defeated legislation that would have allowed churches and schools to overturn existing case law regarding Yuma's downtown area;
- Defeated legislation that would have severely restricted a city's ability to create Community Facilities Districts;
- Defeated legislation that would have prohibited municipalities from levying a transaction privilege tax or fee on the business of renting or leasing real property for residential purposes;
- Defeated legislation that would have allowed an area to incorporate as a municipality without a resolution if the area has a population of 15,000 or more persons and the population is more than the population of any adjacent municipality;
- Defeated legislation that would move the regulation of pawn shops away from local governments to the state;
- Defeated legislation that would have allowed ADEQ to enact fees on municipal wastewater treatment plants; and,
- Defeated legislative attempts to have municipal water providers that own or operate municipal delivery systems outside of municipal boundaries be subject to regulation and the jurisdiction of the Arizona Corporation Commission.

7) Local Knowledge: Proposer's submittal document shall identify the Proposer's familiarity with the Town of Paradise Valley local environment, economy, and other local issues pertinent to this project which enhances the Proposer's qualifications to successfully facilitate the described scope of work.

HighGround has represented the Town of Paradise Valley for five years. During that time, team members have had the opportunity to spend numerous hours attending City Council meetings, strategizing with the Director on legislative efforts, meeting with Legislative District 28 legislators, hearing from residents and business owners, and advocating on behalf of the Town. HighGround principals have developed a solid understanding of the Town's revenue sources and the issues that matter most to the community. The firm has produced positive outcomes for the Town at a time when cities and towns are experiencing multiple assaults on local decision-making. HighGround's extensive knowledge of Paradise Valley and the region will provide the Town with superior advocacy efforts that reflect the Town's culture and community.

8) Report Samples: Proposer's submittal document should contain examples of status reports and/or other written information provided to other clients, which would be similar in scope to the report requirements contained herein.

Upon request, HighGround will provide written updates to our clients as part of our representation.

Please see attached examples.

9) Pricing: Proposer's submittal document should contain pricing to retain the services herein.

HighGround, Inc. proposes a monthly flat fee of \$3,000, for a total annual fee of \$36,000.

This flat fee will recover all normal office overhead expenses as required by the RFQ. **HighGround has no exceptions to the Town's Standard Contract included in the Request for Quotations and agrees to all terms as stated in the solicitation document.**

Report Sample #1

MEMORANDUM

TO: [REDACTED]
FR: HighGround, Inc.
RE: AZ State Senate and House of Representatives Leadership
DT: November 10, 2016

As it stands now, the State Senate has a 17/13, Republican/Democrat split and the House of Representatives stands at a 35/25, Republican/Democrat split. There are still a couple of races that are very close and ballots that need to be counted so we will give you the final number soon. The Senate and House Republican caucuses convened their organizational meetings yesterday afternoon to elect leadership for their respective chambers, while the Minority caucus in both chambers met today to elect their leadership positions. The results are as follows:

Senate

President of the Senate- Steve Yarbrough (LD 17)
Majority Leader- Kimberly Yee (LD 20)
Majority Whip- Gail Griffin (LD 14)
President Pro Tempore- Debbie Lesko (LD 21)

Minority Leader- Katie Hobbs (LD 24)
Assistant Minority Leader- Steve Farley (LD 9)
Minority Co-Whip- Martin Quezada (LD 29)
Minority Co-Whip- Lupe Contreras (LD 19)

House of Representatives

Speaker of the House- J.D. Mesnard (LD 17)
Majority Leader- John Allen (LD 15)
Majority Whip- Kelly Townsend (LD 16)

Minority Leader- Rebecca Rios (LD 27)
Assistant Minority Leader- Randall Friese (LD 9)
Minority Whip- Charlene Fernandez (LD 4)

Michael Hunter, former senior Gubernatorial and Senate staffer and most recently Goldwater Institute VP, has been named Chief of Staff for the House. With new leadership, we expect there to be other significant changes for House staff but Senate staff should remain about the same.

Report Sample #2

20
YEARS
HIGHGROUND
PUBLIC AFFAIRS CONSULTANTS
1996-2016

To: [REDACTED]
Attn: [REDACTED]
Re: HB2605

First, a general overview of where we are now, and then some specific issues in HB 2605 that may or may not be of concern.

The latest working draft is the Governor's bill, which incorporates changes made by [REDACTED] on behalf of the [REDACTED] that were made up until yesterday. The Governor's office and the [REDACTED] are now working off the same version. Several changes were made in yesterday's meeting and [REDACTED] is in the process of making those changes and then returning them to the Governor's office for their review. Most changes were wordsmithing changes; I will cover the major changes as we go.

This bill was held in Monday's House Commerce and Military Affairs Committee until next Monday so further changes could be made. The final draft will be a Strike-all put on the bill in Monday's committee hearing. After Commerce and Military Affairs it will still need to be heard in House Federal Mandates and Property Rights as well as Appropriations. It is my understanding that Representative McClure (Chairman of Federal Mandates and Property Rights) may not feel it's necessary to hear the bill if all the notable changes and concerns are addressed in Commerce and Military Affairs on Monday. That leaves Appropriations, which may be a problem because this bill will most likely have a fiscal note on it due to the creation of additional FTE's at the Attorney General's office. The Chairman is VERY fiscally conservative.

First, let me say that before yesterday the outstanding points of conflict were;

1. Department of Commerce oversight in this bill. Many were not pleased with how the Commerce Department has handled this issue in previous years and would like them removed from the process. They have been removed in the latest corrections.
2. Potential funding for newly created FTE's at both the Commerce Department and the Attorney General's office. Commerce has been deleted, but the need for an additional FTE at the AG's office is still on the table. Especially in relation to the newly created system of compliance I will address later in this memo.

3. Earlier drafts have the AG's office determining compliance after a general plan or amendment change. For obvious reasons, determining compliance BEFORE a plan change or amendment is preferable.

Major changes after yesterday's meeting;

1. Entire AG compliance process is 120 days instead of 105 days.
2. Notification to landowners is now the responsibility of the political subdivision rather than the Attorney General.
3. Pre-reporting on compliance rather than post-reporting by the AG.
4. Additional FTE position at AG's office.
5. Use of a form prepared by AG's office.
6. Ability for AG to enforce non-compliance.
7. Priority of compensation.
8. This bill will not address Helicopter operations.

I will move through the bill for areas specifically relating to [REDACTED], and areas of change or potential questions or concerns to [REDACTED]. I would suggest looking specifically at pages 28-37.

Pg. 3 Lines 21-26. This language referring to the transfer of development rights was stricken because drafters felt it was unnecessary. There was also a concern raised about this issue relating to notifying surrounding landowners about potential density transfers. Both [REDACTED] and the [REDACTED] mentioned they have tried to notify everyone, but it's still a concern.

Pg. 12 Section I. This is the change where the AG's office now determines compliance before general plans or amendment changes.

Pg. 19 Lines 25-35. APZ I and APZ II. Statute currently states this language only applies to Luke. There are now exceptions to this language for other facilities including [REDACTED]. In those cases an addendum will be added using the maps for each facility as reference.

Pg. 21 Lines 3. Correct definition, "Yuma Marine Corp Air Station" Add Yuma Proving Grounds, and Auxillary II in Yuma.

Pg. 22 Line 27. Again correct MCAS definition, add Laguna County airfield in Yuma County.

Pg. 23 Line 10. After "High Noise Potential Zone" add "and the arrival and departure corridors that are designated as APZ I and APZ II as designated on maps for each specific installation.

Pg. 25 Line 3. Add Laguna County Airfield.

Pg. 27 Line 20. After property insert "located in a high noise or APZ that is pertinent to an ancillary military facility".

Pg. 28 Line 16. Change 90 days to 120 days. Line 18 Change zoning regulation to land use change. This is also the general section where the AG's office requested that a form prepared by the AG's office be used for staffing reasons and conformity reasons. No one disagreed.

Page 29. One of the most controversial issues of the meeting. The AG's office would like to strike lines 25-30- One unit per acre. They feel it may open them up to litigation. I can promise you this is a deal breaker among stakeholders in Maricopa County on all levels, which I think the AG's office realizes. This issue is their leverage for creating an additional FTE.

Page 34 Line 24. Replace 45 days with 60 days. Also, this is the section where the AG's office stated that they no longer want to be responsible for notifying surrounding landowners. If a municipality receives a compliance notice, they would be required to forward that notice to the landowner or subdivision. Their point is that local jurisdictions already have to notify landowners about zoning changes, so this should require an additional step.

Page 35 Line 17. Change 45 days to 60 days.

Page 38 Lines 23-28. This is language inserted by the Realtors to address a problem they have with Maricopa County. The AG has concerns that the implication of this language is that it will permit lot splits of larger than 4 acres, which is not the original intent of the language.

Page 39 Lines 6-9. AG is requesting this section be put back in specifically citing 28-8482. They want the ability to enforce or bring action against political subdivisions not in compliance.

Page 41 Line 27. Strike grants. Mayor Walkup expressed concern that this was too time consuming.

Page 42 Line 5 Section 41-3301- Compensation. Add language that priority shall be to landowners with property inside the APZ's. No funds shall go to counties or municipalities until funds are used to compensate private property owners. Glendale may request that the word developer be added to counties or municipalities. I don't see how that works. Developers are landowners.

This bill seems very close to being a consensus bill among the many stakeholders; Homebuilders, Realtors, Luke AFB, Cities, Counties, developers, etc. Considering the complexity of this issue and the polarizing effect it has at times, that's monumental.

I know that Luke has experienced the brunt of this argument and has realized that working with the community and the surrounding landowners and stakeholders provides a more stable and cohesive effort as everyone works together to make sure the base stays open. Hopefully, this bill assists everyone in reaching that goal.

Report Sample #3

52nd Legislature - 2nd Regular Session, 2016

Tuesday, Oct 11 2016 10:25 AM

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kk education

Posted Calendars and Committee Hearings

No hearings, calendars, or amendments posted.

Bill Summaries

H2008: EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES

For the purpose of the income tax credit for contributions to public schools, the definition of "extracurricular activities" is modified to include any optional, noncredit, educational or recreational activity that supplements the education program of the school, whether offered before, during or after regular school hours, and which may require enrolled students to pay a fee to participate. AS PASSED HOUSE.

First sponsor: Rep. Norgaard

H2008 Daily History	Date Action
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	3/3 from Senate educ do pass.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	2/25 from Senate fin with amend #4527.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	2/24 Senate fin amended; report awaited.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	2/16 referred to Senate educ, fin.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	2/11 passed House 47-12; ready for Senate.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	2/10 House COW approved with floor amend #4181.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	2/9 stricken from House consent calendar by Norgaard.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	2/8 from House rules okay. To House consent calendar.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	1/26 from House ways-means do pass.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	1/25 House ways-means do pass; report awaited.
EXTRACURRICULAR ACTIVITY CREDIT; OPTIONAL FEES	1/11 referred to House ways-means.

H2023: DELIVERY; EARLY BALLOTS; LIMITATION

A person who knowingly collects voted or unvoted early ballots from another person is guilty of a class 6 (lowest) felony. An election official or any person who is allowed by law to transmit U.S. mail is deemed not to have collected an early ballot if the person is engaged in official duties. Does not apply to a "family member," "household member" or "caregiver" (all defined) of the voter, or to an election held by a special taxing district formed to protect or provide services to agricultural land or crops. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Ugenti-Rita

H2023 Daily History	Date Action
DELIVERY; EARLY BALLOTS; LIMITATION	3/9 signed by governor. Chap. 5, Laws 2016.
DELIVERY; EARLY BALLOTS; LIMITATION	3/9 Senate COW approved. Passed Senate 17-12; ready for governor.
DELIVERY; EARLY BALLOTS; LIMITATION	3/8 from Senate rules okay.
DELIVERY; EARLY BALLOTS; LIMITATION	3/7 to Senate consent calendar. Stricken from Senate consent calendar by Quezada.
DELIVERY; EARLY BALLOTS; LIMITATION	2/25 from Senate gov do pass.
DELIVERY; EARLY BALLOTS; LIMITATION	2/16 referred to Senate gov.
DELIVERY; EARLY BALLOTS; LIMITATION	2/4 House COW approved with floor amend #4094. Passed House 34-23; ready for Senate.
DELIVERY; EARLY BALLOTS; LIMITATION	2/2 stricken from House consent calendar by Wheeler.
DELIVERY; EARLY BALLOTS; LIMITATION	2/2 from House rules okay.
DELIVERY; EARLY BALLOTS; LIMITATION	2/1 to House consent calendar.
DELIVERY; EARLY BALLOTS; LIMITATION	1/25 from House elect do pass.
DELIVERY; EARLY BALLOTS; LIMITATION	1/11 referred to House elect.

H2056: STATEWIDE ASSESSMENTS; PARENTAL OPT-OUT

A parent, on behalf of that parent's child, may opt out of the statewide assessments prescribed by statute. The State Board of Education is required to make available a form for parents to sign and submit to the school in order to opt their children out. If a parent opts out of the assessments, the lack of results for that child cannot be factored into the school or district achievement profile classification or the information contained on the school report card. For students who have opted out, the school district or charter school must use an alternative to determine whether a 3rd grade student's reading ability is sufficient to promote the student from the 3rd grade and to determine whether the student has satisfied that portion of the high school graduation requirements. Does not apply to the civics portion of the naturalization test required for high school graduation.

First sponsor: Rep. Ackerley
Others: Sen. S. Allen, Rep. Boyer

H2056 Daily History	Date Action
STATEWIDE ASSESSMENTS; PARENTAL OPT-OUT	1/20 House educ held.
STATEWIDE ASSESSMENTS; PARENTAL OPT-OUT	1/12 referred to House educ.

H2088: SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT

School districts and charter schools are required to obtain written informed consent from the parent of a student before administering to any student any survey that is retained by a school district, charter school or the Department of Education for longer than one year and that solicits personal information about the student regarding a list of specified factors, including financial information, religious information, sexual behavior and voting history. Some exceptions. School districts and charter schools are required to obtain the consent at the beginning of every school year to participate in any survey for the entire year. A parent may revoke the consent at any time. For any student who is at least 18 years of age, the consent is required only from the student. All surveys conducted must be approved and authorized by the school district or charter school, and the district or school is subject to established penalties for violations. A penalty cannot be imposed on a student who does not participate in any survey, and participation cannot be required for a student to qualify for placement, be promoted, receive credit or graduate from high school. Responses to any survey cannot be included as part of a school academic performance indicator or any similar school rating system, in the education learning and accountability system, in the student accountability information system or in any school, administrator or teacher rating system. A parent of a student that has a reasonable belief that a school district or charter school has violated these requirements is permitted to file a complaint with the Attorney General or the county attorney for the county in which the violation occurred, and that attorney may initiate a suite in the superior court. For each violation, the court is authorized to impose a civil penalty of up to \$500. Additionally, student level "nontest" (defined) data is prohibited from inclusion in longitudinal, student level data unless approved in a public meeting of the State Board of Education and linked on the Board's home page. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Finchem
Others: Rep. Leach, Rep. Mitchell, Rep. Norgaard, Rep. Rivero

H2088 Daily History	Date Action
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT	5/18 signed by governor. Chap. 330, Laws 2016.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT	5/5 passed House on final reading reconsideration <u>36-23</u> ; ready for governor.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT	5/4 House concurred in Senate amendments and FAILED to pass on final reading <u>28-32</u> . House voted to reconsider failure to pass bill. Date of second vote set for 5/5.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT	4/11 passed Senate <u>22-7</u> ; ready for House action on Senate amendments.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT	4/5 Senate COW approved with floor amend <u>#5106</u> , a substitute for amend <u>4856</u> .

10/11/2016

LOLA Print Report

SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 3/10 from Senate educ with amend #4856.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 3/3 referred to Senate educ.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 3/1 passed House 34-24; ready for Senate.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 2/25 House COW approved with amend #4388 and floor amend #4567.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 2/23 from House rules okay.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 2/18 from House educ with amend #4388.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 2/17 House educ amended; report awaited.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 1/20 House educ held.
SCHOOLS; ASSESSMENTS; SURVEYS; INFORMED CONSENT 1/13 referred to House educ.

H2111: ZERO-BASED BUDGETING

By January 15 of each year, the Joint Legislative Budget Committee is required to select budget units that are required to prepare and submit a "zero-based budget" (defined as a budget estimate that is prepared without regard to any previous level of funding, services or personnel) for the fiscal year beginning July 1 of the following calendar year. The JLBC must require each budget unit to prepare and submit a zero-based budget at least once in each 10-year period. Effective January 1, 2017.

First sponsor: Rep. Petersen

Others: Rep. J. Allen, Rep. Cobb, Rep. Fann, Rep. E. Farnsworth, Rep. Finchem, Rep. Leach, Sen. Lesko, Rep. Mitchell, Rep. Norgaard, Rep. Olson, Rep. Rivero, Rep. Townsend

H2111 Daily History Date Action

ZERO-BASED BUDGETING 3/15 from Senate rules okay.
ZERO-BASED BUDGETING 3/8 from Senate debt-budget with amend #4813.
ZERO-BASED BUDGETING 3/7 Senate debt-budget amended; report awaited.
ZERO-BASED BUDGETING 2/16 referred to Senate debt-budget.
ZERO-BASED BUDGETING 2/9 passed House 35-23; ready for Senate.
ZERO-BASED BUDGETING 2/4 House COW approved.
ZERO-BASED BUDGETING 2/2 stricken from House consent calendar by Cardenas.
ZERO-BASED BUDGETING 2/2 from House rules okay.
ZERO-BASED BUDGETING 2/1 to House consent calendar.
ZERO-BASED BUDGETING 1/28 from House appro do pass.
ZERO-BASED BUDGETING 1/27 House appro do pass; report awaited.
ZERO-BASED BUDGETING 1/19 referred to House appro.

H2190: EDUCATION OMNIBUS

Various changes relating to education. Repeals statute prescribing the responsibilities of principals. School districts are required to prescribe and enforce policies and procedures defining the duties of principals and teachers, which must authorize teachers to make the decision to promote or retain a student in a grade in common school or to pass or fail a student in a course in high school, subject to review by the school board. A student who scored below the third grade reading level may be promoted from the third grade if the student receives intervention and remedial services during the summer or subsequent school year and demonstrates sufficient progress. School districts and charter schools are authorized to include students enrolled in a "concurrent enrollment course" (defined) for the purposes of calculating average daily membership if the State Board of Education or charter school sponsor approves. In order to be considered a subject for the purpose of calculating average daily membership, the concurrent enrollment course must meet a list of specified qualifications. The Board or charter school sponsor is prohibited from approving concurrent enrollment courses for FY2016-17 unless the school district or charter school received approval prior to January 1, 2016. Beginning in the 2016-17 school year, a school district governing board is authorized to admit the same number of nonresident foreign students who are in exchange programs and who are recipients of a J-1 visa that is equal to the number of resident students enrolled in that local education agency who are currently participating in a foreign exchange program, as determined by the Dept, without the payment of tuition. School districts are no longer required to prescribe and enforce policies and procedures regarding the smoking of tobacco within school buildings. Modifies

10/11/2016

LOLA Print Report

governing the operation of school district motor vehicle fleets, statute requiring the Department of Education to establish and maintain an environmental education information resource system, statute allowing high schools to educate students enrolled in driver education programs about organ donation, statute allowing schools districts and charter schools to incorporate instruction on stranger danger and skin cancer prevention, statute allowing school districts to provide certain remedial education programs, and statute allowing common school students to participate in practice sessions of noncontact sports with secondary school students. Also expands the information that an alternative teacher development program service provider is required to annually report to the Department of Education. Deletes the prohibition on responses to any survey given to students being included in any school, administrator or teacher rating system, which was contained in H2088 as transmitted to the Governor, and makes this provision conditionally enacted on H2088 becoming law. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Boyer
Others: Sen. S. Allen

H2190 Daily History Date Action
EDUCATION OMNIBUS 5/18 signed by governor. Chap. 331, Laws 2016.
EDUCATION OMNIBUS 5/7 House concurred in Senate amendments and passed on final reading 35-21; ready for governor.
EDUCATION OMNIBUS 5/6 passed Senate 26-2; ready for House action on Senate amendments.
EDUCATION OMNIBUS 5/6 Senate COW approved with amend #4985, floor amend #5306, #5307, #5308, #5309, #5310, #5311, #5312, #5313 and #5305, a substitution for the rules tech amendment.
EDUCATION OMNIBUS 5/5 retained on Senate COW calendar.
EDUCATION OMNIBUS 3/28 from Senate rules with a technical amendment.
EDUCATION OMNIBUS 3/21 from Senate educ with amend #4985.
EDUCATION OMNIBUS 3/17 Senate educ amended; report awaited.
EDUCATION OMNIBUS 2/23 referred to Senate educ.
EDUCATION OMNIBUS 2/18 passed House 58-0; ready for Senate.
EDUCATION OMNIBUS 2/16 from House rules okay. House COW approved with amend #4082 and floor amend #4294.
EDUCATION OMNIBUS 2/4 from House educ with amend #4082.
EDUCATION OMNIBUS 1/27 House educ held.
EDUCATION OMNIBUS 1/19 referred to House educ.

H2233: PUBLIC BUILDINGS; APPLICABLE FIRE CODES

If authorized by the State Fire Marshall through an intergovernmental agreement with the appropriate municipality, county or fire district, school district or charter school buildings may be constructed in compliance with the fire code of the municipality, county or fire district in which the building is located, instead of in compliance with the state fire code. The intergovernmental agreement may allow the municipality, county or fire district to conduct regularly scheduled fire safety inspections. If the State Fire Marshall enters into an intergovernmental agreement, the school district or charter school is permitted to choose to have the plan review, permitting and any related inspections or regularly scheduled fire safety inspections completed by either the State Fire Marshall or the municipality, county or fire district. Buildings and properties owned by the Arizona Board of Regents or a university under the Board's jurisdiction are exempt from any municipal, county or fire district code in the absence of an intergovernmental agreement between the Board or the university and the municipality, county or fire district. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Boyer

H2233 Daily History Date Action
PUBLIC BUILDINGS; APPLICABLE FIRE CODES 5/12 signed by governor. Chap. 234, Laws 2016.
PUBLIC BUILDINGS; APPLICABLE FIRE CODES 5/7 House concurred in Senate amendments and passed on final reading 55-0; ready for governor.
PUBLIC BUILDINGS; APPLICABLE FIRE CODES 4/21 passed Senate 26-1; ready for House action on Senate amendments.
PUBLIC BUILDINGS; APPLICABLE FIRE CODES 4/20 Senate COW approved with floor amend #5188, a substitute for amend 4851.
PUBLIC BUILDINGS; APPLICABLE FIRE CODES 4/18 from Senate rules okay.

10/11/2016

LOLA Print Report

PUBLIC BUILDINGS; APPLICABLE FIRE CODES 3/1 referred to Senate gov.
 PUBLIC BUILDINGS; APPLICABLE FIRE CODES 2/25 passed House 60-0; ready for Senate.
 PUBLIC BUILDINGS; APPLICABLE FIRE CODES 2/23 House COW approved with floor amend #4501, a substitute for amend 4214.
 PUBLIC BUILDINGS; APPLICABLE FIRE CODES 2/22 from House rules okay.
 PUBLIC BUILDINGS; APPLICABLE FIRE CODES 2/11 from House mil-pub with amend #4214.
 PUBLIC BUILDINGS; APPLICABLE FIRE CODES 2/11 House mil-pub amended; report awaited.
 PUBLIC BUILDINGS; APPLICABLE FIRE CODES 1/26 referred to House mil-pub.

H2301: BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE

Various changes relating to bonding. All bonds must be secured by a lien on all revenues received from the tax levy, which arises automatically without the need for any action by the government officer or body. Eliminates the cap on net premiums associated with a bond issue. The amount of net premium associated with a bond issue may be used only for a list of specified purposes. Statutes governing refunding municipal improvement district bonds are repealed and replaced. Establishes various requirements for refunding municipal improvement district bonds, including assessments and interest, collection and enforcement, and limitations. The list of permissible methods for selling municipal or county bonds is expanded to include by negotiated sale. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Weninger

H2301 Daily History	Date Action
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	5/11 signed by governor. Chap. 189, Laws 2016.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	5/5 passed Senate 29-0; ready for governor.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	3/29 Senate COW approved.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	3/28 from Senate rules okay.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	3/9 from Senate fin do pass.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	3/9 Senate fin do pass; report awaited.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	3/1 referred to Senate fln.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	2/25 passed House 60-0; ready for Senate.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	2/23 House COW approved.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	2/22 from House rules okay.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	2/16 from House ways-means do pass.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	2/15 House ways-means do pass; report awaited.
BONDING; SALE; PREMIUMS; REFUNDING; REFINANCE	1/25 referred to House ways-means.

H2435: SCHOOL DISTRICTS; TRANSPORTATION REPAYMENT; EXTENSION (VOCATIONAL & TECHNICAL EDUCATION; EVALUATION)

A school district that overstated its daily route mileage during FY2011-12, FY2012-13 and FY2013-14 is required to correct the overstatement over a three-year period beginning in FY2016-17 and ending in FY2018-19. The repayment amount must be paid in equal installments in each of the three FYs. Applies to a common school district with an average daily membership for FY2014-15 that was more than 100 students but less than 150 students, and where the total amount of the overstatement is more than \$200,000 but less than \$250,000. Emergency clause. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Stevens

H2435 Daily History	Date Action
SCHOOL DISTRICTS; TRANSPORTATION REPAYMENT; EXTENSION	3/24 signed by governor. Chap. 70, Laws 2016.
SCHOOL DISTRICTS; TRANSPORTATION REPAYMENT; EXTENSION	3/23 House concurred in Senate amendments and passed on final reading 54-4; ready for governor.
SCHOOL DISTRICTS; TRANSPORTATION REPAYMENT; EXTENSION	3/17 passed Senate 28-1; ready for House action on Senate amendments.
SCHOOL DISTRICTS; TRANSPORTATION REPAYMENT; EXTENSION	3/17 Senate COW approved with amend #4652, NOTE SHORT TITLE CHANGE.
VOCATIONAL & TECHNICAL EDUCATION; EVALUATION	3/15 from Senate rules okay.
VOCATIONAL & TECHNICAL EDUCATION; EVALUATION	3/1 from Senate water-energy with amend #4652.
VOCATIONAL & TECHNICAL EDUCATION; EVALUATION	2/25 further referred to Senate water-

10/11/2016

LOLA Print Report

VOCATIONAL & TECHNICAL EDUCATION; EVALUATION
VOCATIONAL & TECHNICAL EDUCATION; EVALUATION

2/23 referred to Senate rules only.
2/18 FAILED to passed House 0-57. House
voted to reconsider failure to pass bill
and passed on reconsideration 33-23;
ready for Senate.

VOCATIONAL & TECHNICAL EDUCATION; EVALUATION

2/8 from House rules okay. To House
consent calendar.

VOCATIONAL & TECHNICAL EDUCATION; EVALUATION
VOCATIONAL & TECHNICAL EDUCATION; EVALUATION

2/4 from House gov-higher ed do pass.
1/25 referred to House gov-higher ed.

H2476: SCHOOL PROPERTY; SALES; LEASES; USE

Statute regulating the disposition of proceeds from the sale or lease of school property is repealed and replaced. Beginning July 1, 2016, for common school districts or high school districts with an outstanding bonded indebtedness of 7 percent of the current year's assessed valuation or less, or for a unified school district with an outstanding bonded indebtedness of 14 percent of the current year's assessed valuation or less, proceeds from the sale of school property that exceed \$100,000 per sales transaction to persons or entities other than schools are prohibited from being expended for maintenance and operation and are authorized to be expended for capital outlay in any amount. Beginning July 1, 2016, for common school districts or high school districts with an outstanding bonded indebtedness of greater than 7 percent of the current year's assessed valuation, or for a unified school district with an outstanding bonded indebtedness of greater than 14 percent of the current year's assessed valuation, if proceeds from the sale of school property exceed \$100,000 per sales transaction to persons or entities other than schools, at least 38 percent of the sales proceeds are required to be used for the payment of any outstanding bonded indebtedness of the school district or for the reduction of school district taxes, proceeds are prohibited from being expended for maintenance and operation, and the remainder of proceeds after the 38 percent requirement is met are authorized to be expended for capital outlay in any amount. These restrictions do not apply to the proceeds from leases of school property to other schools, leases of school property for less than one year, and sales of school property of less than \$100,000 per transaction. Retroactive to July 1, 2016. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Norgaard

Others: Rep. Ackerley, Rep. Bowers, Rep. Carter, Sen. Dial, Rep. Finchem, Rep. Livingston, Rep. Mendez, Rep. Mesnard, Rep. Thorpe

H2476 Daily History	Date Action
SCHOOL PROPERTY; SALES; LEASES; USE	5/12 signed by governor. Chap. 242, Laws 2016.
SCHOOL PROPERTY; SALES; LEASES; USE	5/5 passed Senate 29-0; ready for governor.
SCHOOL PROPERTY; SALES; LEASES; USE	3/23 Senate COW approved.
SCHOOL PROPERTY; SALES; LEASES; USE	3/15 from Senate rules okay.
SCHOOL PROPERTY; SALES; LEASES; USE	3/9 from Senate fin do pass.
SCHOOL PROPERTY; SALES; LEASES; USE	3/9 Senate fin do pass; report awaited.
SCHOOL PROPERTY; SALES; LEASES; USE	3/3 from Senate educ do pass.
SCHOOL PROPERTY; SALES; LEASES; USE	2/23 referred to Senate educ, fin.
SCHOOL PROPERTY; SALES; LEASES; USE	2/18 passed House 57-0; ready for Senate.
SCHOOL PROPERTY; SALES; LEASES; USE	2/16 from House rules okay.
SCHOOL PROPERTY; SALES; LEASES; USE	2/15 to House consent calendar.
SCHOOL PROPERTY; SALES; LEASES; USE	2/8 from House ways-means do pass.
SCHOOL PROPERTY; SALES; LEASES; USE	1/25 referred to House ways-means.

H2481: SCHOOLS; PRIMARY PROPERTY TAX RATES

The school district primary property tax levy is required to be a rate equal to the qualifying tax rate prescribed by statute, or a rate that equals the school district support level subtracted by any amount received for Title 8 funding for children with disabilities per \$100 of assessed valuation used for primary property taxes, whichever is less. At the time of levying school district taxes, the county school superintendent is required to annually validate any additional primary school district tax levy amount requests from each school district and levy an amount determined by a specified calculation. A school district is eligible for supplemental

treasurer's reasonable belief, more than 10 percent, decreased from 20 percent, of the primary property tax revenues that the district is entitled by law to receive will not be remitted due to specified circumstances. Cash balances remaining in school district maintenance and operation, unrestricted capital outlay and adjacent ways funds after encumbrances on June 30 of the current year that will be budgeted in the unrestricted capital outlay fund in the following fiscal year are no longer required to be used for reduction of school district taxes for the budget year. School district maintenance and operation budget balance carryforwards in any one fiscal year are no longer limited to four percent of the district's revenue control limit. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Olson

H2481 Daily History	Date Action
SCHOOLS; PRIMARY PROPERTY TAX RATES	5/19 signed by governor. Chap. 364, Laws 2016.
SCHOOLS; PRIMARY PROPERTY TAX RATES	5/7 passed Senate <u>18-10</u> ; ready for governor.
SCHOOLS; PRIMARY PROPERTY TAX RATES	3/24 Senate COW approved.
SCHOOLS; PRIMARY PROPERTY TAX RATES	3/15 from Senate rules okay.
SCHOOLS; PRIMARY PROPERTY TAX RATES	3/10 from Senate educ do pass.
SCHOOLS; PRIMARY PROPERTY TAX RATES	3/9 from Senate fin do pass.
SCHOOLS; PRIMARY PROPERTY TAX RATES	3/9 Senate fin do pass; report awaited.
SCHOOLS; PRIMARY PROPERTY TAX RATES	2/23 referred to Senate educ, fin.
SCHOOLS; PRIMARY PROPERTY TAX RATES	2/18 passed House <u>34-23</u> ; ready for Senate.
SCHOOLS; PRIMARY PROPERTY TAX RATES	2/11 House COW approved with amend <u>#4048</u> and floor amend <u>#4234</u> .
SCHOOLS; PRIMARY PROPERTY TAX RATES	2/8 from House rules okay.
SCHOOLS; PRIMARY PROPERTY TAX RATES	2/2 from House ways-means with amend <u>#4048</u> .
SCHOOLS; PRIMARY PROPERTY TAX RATES	1/25 referred to House ways-means.

H2544: SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU

The State Board of Education is required to adopt a menu of locally procured achievement assessments to measure student achievement of the state academic standards. Beginning in the 2017-18 school year, each "local education agency" that offers instruction in grades 9 through 12 is authorized to select from that menu an achievement assessment that is locally procured to administer to the students in one or more schools in that local education agency as provided for in Board rules, instead of the test to measure student achievement adopted by the Board. Beginning in the 2018-19 school year, each "local education agency" that offers instruction in grades 3 through 8 is authorized to select from that menu an achievement assessment that is locally procured to administer to the students in one or more schools in that local education agency as provided for in Board rules, instead of the test to measure student achievement adopted by the Board. The Board must require that the provider of a locally procured achievement assessment that is proposed to be considered for the menu is required to provide and demonstrate a list of specified information. By December 15, 2017, the Board is required to report to the Governor and the Legislature on the progress of the implementation of the menu of assessments for local education agencies that offer instruction in grades 3 through 8. Contains a legislative intent section, AS SIGNED BY GOVERNOR. The Governor's signing message states that this legislation makes Arizona the first state in the nation to give public schools the choice to use the appropriate test that best aligns to their instructional models, curriculum, and rigorous learning concepts.

First sponsor: Rep. Boyer
Others: Sen. S. Allen

H2544 Daily History	Date Action
SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU	3/11 signed by governor. Chap. 10, Laws 2016. <u>message</u>
SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU	3/7 substituted in Senate for identical S1321 and passed <u>29-0</u> ; ready for governor.
SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU	3/2 passed House <u>40-18</u> ; ready for Senate.
SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU	3/1 House COW approved with floor amend <u>#4699</u> , a substitute for amend 4084.
SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU	2/18 retained on House COW calendar.

SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU 2/4 from House educ with amend #4084.
SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU 1/27 referred to House educ.

H2551: SCHOOLS; BONDS; OVERRIDES; FUNDING SOURCES

The information that must be contained in the report on proposed school district budget increases or school bonds (which is mailed to the households in which qualified electors reside within the school district) is expanded to include a statement with the total dollar amount per pupil in revenues that the district received from all funding sources (federal, state and local) for all capital and noncapital expenditures for the most recent available fiscal year.

First sponsor: Rep. Lawrence

H2551 Daily History	Date Action
SCHOOLS; BONDS; OVERRIDES; FUNDING SOURCES	3/1 FAILED to pass House 27-32.
SCHOOLS; BONDS; OVERRIDES; FUNDING SOURCES	2/25 House COW approved with amend #4366.
SCHOOLS; BONDS; OVERRIDES; FUNDING SOURCES	2/23 from House rules okay.
SCHOOLS; BONDS; OVERRIDES; FUNDING SOURCES	2/18 from House educ with amend #4366.
SCHOOLS; BONDS; OVERRIDES; FUNDING SOURCES	2/15 withdrawn from House elect and additionally referred to educ.
SCHOOLS; BONDS; OVERRIDES; FUNDING SOURCES	2/1 referred to House elect.

H2570: LOCAL GOVERNMENT BONDS; BALLOT STATEMENT

At an election for school district, municipal, county or special taxing district bonds, the ballot must include a statement that the issuance of the bonds will result in a property tax increase to pay debt service on the bonds, and that the increased tax will cost a specified amount annually for a home valued at the median full cash value of residential property in the appropriate jurisdiction. AS PASSED HOUSE.

First sponsor: Rep. J. Allen

H2570 Daily History	Date Action
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	3/15 from Senate rules okay.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	3/10 from Senate gov do pass.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/23 referred to Senate gov.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/18 passed House 34-23; ready for Senate.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/17 House COW approved with floor amend #4334.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/16 from House rules okay. Stricken from House consent calendar by Allen.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/15 stricken from House consent calendar by Otondo.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/15 to House consent calendar.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/8 from House ways-means do pass.
LOCAL GOVERNMENT BONDS; BALLOT STATEMENT	2/3 referred to House ways-means.

H2578: BUDGET STABILIZATION FUND; DEPOSITS

At the end of the fiscal year, the Budget Stabilization Fund balance cannot exceed 10 percent of general fund revenue for the FY, increased from 7 percent. Any monies above 10 percent must be transferred to the general fund.

First sponsor: Rep. Mesnard
Others: Rep. Leach, Rep. Olson, Rep. Weninger

H2578 Daily History	Date Action
BUDGET STABILIZATION FUND; DEPOSITS	4/5 from Senate rules okay.
BUDGET STABILIZATION FUND; DEPOSITS	3/16 from Senate appro do pass.
BUDGET STABILIZATION FUND; DEPOSITS	3/3 referred to Senate appro.
BUDGET STABILIZATION FUND; DEPOSITS	3/1 passed House 55-4; ready for Senate.
BUDGET STABILIZATION FUND; DEPOSITS	2/25 House COW approved.
BUDGET STABILIZATION FUND; DEPOSITS	2/23 from House rules okay.
BUDGET STABILIZATION FUND; DEPOSITS	2/18 from House appro do pass.
BUDGET STABILIZATION FUND; DEPOSITS	2/8 referred to House appro.

H2620: EDUCATION BOARD; SUPERINTENDENT; DUTIES; POWERS (EDUCATION; CERTIFICATION RENEWAL FEES)

The membership of the State Board of Education is increased to 11 members, from 9, by adding an owner or administrator of a charter school and a fourth lay member. The Board's requirement to employ staff is no longer "on the recommendation of the Superintendent of Public Instruction" (SPI). Board duties are expanded to include supervising the duties of Board employees, and Board members' travel reimbursement claims must be approved by the Department of Administration instead of the SPI. The SPI is responsible for the execution of policies adopted by the Board. The powers of the SPI are modified to remove directing the work of all employees of the Board, and to add directing and overseeing the work of all investigators related to the investigation of certificated persons or persons seeking certification for immoral or unprofessional conduct. Investigators are required to be Department of Education employees. The Board and the Dept are required to jointly develop, implement and submit to the Governor and the Legislature a transition plan for all investigative unit personnel and administrative matters at the Board to be transferred to the Dept. The transition plan is also required to include jointly agreed-on conforming changes needed for proposed legislation. For FY2016-17, the Board is required to transfer seven FTE positions to the SPI. Transfers \$231,200 from the general fun, and \$379,800 from the Teacher Certification Fund from the Board to the SPI in FY2016-17. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Coleman

Others: Sen. Begay, Rep. Cobb, Sen. Donahue, Rep. Fann, Rep. Lawrence, Rep. Pratt, Sen. Shooter, Rep. Shope, Rep. Thorpe

H2620 Daily History	Date Action
EDUCATION BOARD; SUPERINTENDENT; DUTIES; POWERS	5/11 signed by governor. Chap. 138, Laws 2016.
EDUCATION BOARD; SUPERINTENDENT; DUTIES; POWERS	5/4 House concurred in Senate amendments and passed on final reading <u>53-6</u> ; ready for governor.
EDUCATION BOARD; SUPERINTENDENT; DUTIES; POWERS	5/3 Senate COW approved with floor amend #5256, a substitute for amend 4988. NOTE SHORT TITLE CHANGE. Passed Senate <u>30-0</u> ; ready for House action on Senate amendments.
EDUCATION; CERTIFICATION RENEWAL FEES	4/7 Senate COW FAILED to approve after adopting amend #4988. Roll call: <u>9-15</u> .
EDUCATION; CERTIFICATION RENEWAL FEES	3/28 from Senate rules okay.
EDUCATION; CERTIFICATION RENEWAL FEES	3/21 from Senate educ with amend #4988.
EDUCATION; CERTIFICATION RENEWAL FEES	3/17 Senate educ amended; report awaited.
EDUCATION; CERTIFICATION RENEWAL FEES	3/7 referred to Senate educ.
EDUCATION; CERTIFICATION RENEWAL FEES	3/3 passed House <u>56-1</u> ; ready for Senate.
EDUCATION; CERTIFICATION RENEWAL FEES	2/29 House COW approved.
EDUCATION; CERTIFICATION RENEWAL FEES	2/23 from House rules okay.
EDUCATION; CERTIFICATION RENEWAL FEES	2/18 from House educ do pass.
EDUCATION; CERTIFICATION RENEWAL FEES	2/10 referred to House educ.

H2653: K-3 READING PROGRAM; ADMINISTRATION

The Department of Education, instead of the Board of Education in collaboration with the Dept, is required to administer the K-3 Reading Program. The Board is authorized to establish rules and policies for the K-3 Reading Program, including the proper use of monies, distribution of monies and compliance of reading proficiency plans. Beginning in FY2016-17, a school district or charter school that is assigned a letter grade of A or B is required to submit an updated K-3 reading program plan only in odd-numbered years, instead of annually. Emergency clause. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Norgaard

Others: Rep. Ackerley, Rep. Boyer, Rep. Coleman, Rep. Lawrence, Rep. Mitchell

H2653 Daily History	Date Action
K-3 READING PROGRAM; ADMINISTRATION	5/12 signed by governor. Chap. 245, Laws 2016.
K-3 READING PROGRAM; ADMINISTRATION	5/7 passed Senate <u>28-0</u> ; ready for governor.
K-3 READING PROGRAM; ADMINISTRATION	4/6 Senate COW approved.
K-3 READING PROGRAM; ADMINISTRATION	3/28 from Senate rules okay.
K-3 READING PROGRAM; ADMINISTRATION	3/21 from Senate educ do pass.
K-3 READING PROGRAM; ADMINISTRATION	3/17 Senate educ do pass; report awaited.

K-3 READING PROGRAM; ADMINISTRATION 3/2 passed House 59-0; ready for Senate.
 K-3 READING PROGRAM; ADMINISTRATION 3/2 House COW approved with floor amend #4736.
 K-3 READING PROGRAM; ADMINISTRATION 3/1 from House rules okay.
 K-3 READING PROGRAM; ADMINISTRATION 2/25 from House appro do pass.
 K-3 READING PROGRAM; ADMINISTRATION 2/18 from House educ do pass.
 K-3 READING PROGRAM; ADMINISTRATION 2/10 referred to House educ, appro.

H2665: CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN

Charter schools are authorized to give enrollment preference to children who are in foster care or meet the definition of "unaccompanied youth" under federal law. School districts are authorized to give enrollment preference to children who are in foster care. Establishes the Foster Youth Education Success Program in the Office of the Governor for the purpose of improving the educational outcomes of children in foster care. The Office of the Governor is required to establish policies and procedures, selection criteria and minimum performance standards for service providers that wish to participate in the Program. The Program terminates on July 1, 2026. Appropriates \$1 million from the general fund in FY2017-18 to the Office of the Governor for deposit in the newly established Youth Education Success Fund for the Program. Appropriates \$500,000 from the general fund in FY2017-18 to the Office of the Governor for deposit in the Fund and to be spent when matching amounts from sources other than the state are collected by the Office of the Governor and deposited in the Fund. AS SIGNED BY GOVERNOR.

First sponsor: Rep. J. Allen

Others: Sen. S. Allen, Rep. Borrelli, Rep. Boyer, Sen. Bradley, Rep. Campbell, Rep. Carter, Rep. Coleman, Rep. Gray, Rep. Lawrence, Sen. Lesko, Rep. Lovas, Rep. Mach, Rep. Norgaard, Rep. Otondo, Sen. Pancrazi, Rep. Thorpe

H2665 Daily History	Date Action
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	5/13 signed by governor. Chap. 248, Laws 2016.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	5/7 House concurred in Senate amendments and passed on final reading <u>54-1</u> ; ready for governor.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	5/6 passed Senate <u>28-0</u> ; ready for House action on Senate amendments.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	5/5 from Senate rules okay. Senate COW approved with floor amend <u>#5292</u> .
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	3/21 from Senate educ do pass.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	3/17 Senate educ do pass; report awaited. From Senate hel-hu ser do pass.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	3/7 referred to Senate educ, hel-hu ser.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	3/2 passed House <u>58-1</u> ; ready for Senate.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	3/2 House COW approved.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	3/1 from House rules okay.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	2/22 withdrawn from House appro.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	2/18 from House educ do pass.
CHARTER SCHOOLS; PREFERENCE; FOSTER CHILDREN	2/10 referred to House educ, appro.

H2676: UTILITIES; MANUFACTURING; SMELTING; TPT (TAX CREDIT; TITLE 1 SCHOOLS)

For the purpose of the deduction from the utility classification of transaction privilege taxes and the exemption from use taxes for gross proceeds of sales or gross income derived from sales of electricity or natural gas to a qualified manufacturing or smelting business, the definition of "qualified manufacturing or smelting business" is modified so that the requirement that 51 percent of the business be manufacturing or smelting can be satisfied by one of a list of methods, including deriving at least 51 percent of gross income from manufacturing or smelting, employing 51 percent of its Arizona workforce in manufacturing or smelting and related business activities, or using 51 percent of its square footage in Arizona for manufacturing or smelting and related business activities. A utility that claims the deduction is required to report each month to the Department of Revenue the name and address of each qualified manufacturing or smelting business for which the deduction is taken. These provisions become effective on January 1, 2017. Additionally, a vendor who has reason to believe that a certificate establishing a transaction privilege tax deduction is not accurate or complete will not be relieved of the burden of proving

will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. AS SIGNED BY GOVERNOR.

First sponsor: Rep. Rivero

Others: Rep. Campbell, Rep. Fernandez, Rep. Velasquez

H2676 Daily History	Date Action
UTILITIES; MANUFACTURING; SMELTING; TPT	5/19 signed by governor. Chap. 374, Laws 2016.
UTILITIES; MANUFACTURING; SMELTING; TPT	5/6 House concurred in Senate amendments and passed on final reading <u>33-20</u> ; ready for governor.
UTILITIES; MANUFACTURING; SMELTING; TPT	5/5 passed Senate <u>21-8</u> ; ready for House action on Senate amendments.
UTILITIES; MANUFACTURING; SMELTING; TPT	5/3 Senate COW approved with amend <u>#4935</u> and floor amend <u>#5257</u> . NOTE SHORT TITLE CHANGE.
TAX CREDIT; TITLE 1 SCHOOLS	4/19 retained on Senate COW calendar.
TAX CREDIT; TITLE 1 SCHOOLS	4/18 from Senate rules okay.
TAX CREDIT; TITLE 1 SCHOOLS	3/21 from Senate educ do pass.
TAX CREDIT; TITLE 1 SCHOOLS	3/17 from Senate fin with amend <u>#4935</u> .
TAX CREDIT; TITLE 1 SCHOOLS	3/17 Senate educ do pass; report awaited.
TAX CREDIT; TITLE 1 SCHOOLS	3/16 Senate fin amended; report awaited.
TAX CREDIT; TITLE 1 SCHOOLS	3/1 referred to Senate educ, fin.
TAX CREDIT; TITLE 1 SCHOOLS	2/25 passed House <u>36-24</u> ; ready for Senate.
TAX CREDIT; TITLE 1 SCHOOLS	2/24 House COW approved with floor amend <u>#4529</u> .
TAX CREDIT; TITLE 1 SCHOOLS	2/22 from House rules okay.
TAX CREDIT; TITLE 1 SCHOOLS	2/16 from House ways-means do pass.
TAX CREDIT; TITLE 1 SCHOOLS	2/15 House ways-means do pass; report awaited.
TAX CREDIT; TITLE 1 SCHOOLS	2/10 referred to House ways-means.

HCR2023: PROP 105; LEGISLATIVE AUTHORITY

The 2016 general election ballot is to carry the question of whether to amend the state Constitution to allow the Legislature to amend an initiative or referendum measure approved by the voters with a vote of at least 3/5 of the members of each house of the Legislature, instead of 3/4 of the members, and to remove the requirement for the amending legislation to further the purpose of the measure. Also to give the Legislature power to repeal an initiative or referendum measure approved by the voters with a vote of at least 3/5 of the members of each house of the Legislature, instead of being prohibited from doing so.

First sponsor: Rep. Thorpe

Others: Rep. Barton, Rep. Boyer, Rep. Cobb, Rep. Finchem, Rep. Mesnard

HCR2023 Daily History	Date Action
PROP 105; LEGISLATIVE AUTHORITY	4/5 from Senate rules with a technical amendment.
PROP 105; LEGISLATIVE AUTHORITY	3/17 from Senate gov with amend <u>#4948</u> .
PROP 105; LEGISLATIVE AUTHORITY	2/23 referred to Senate gov.
PROP 105; LEGISLATIVE AUTHORITY	2/18 passed House <u>32-25</u> ; ready for Senate.
PROP 105; LEGISLATIVE AUTHORITY	2/11 House COW approved.
PROP 105; LEGISLATIVE AUTHORITY	2/9 stricken from House consent calendar by Larkin.
PROP 105; LEGISLATIVE AUTHORITY	2/8 from House rules okay. To House consent calendar.
PROP 105; LEGISLATIVE AUTHORITY	1/28 from House gov-higher ed do pass.
PROP 105; LEGISLATIVE AUTHORITY	1/28 House gov-higher ed do pass; report awaited.
PROP 105; LEGISLATIVE AUTHORITY	1/21 referred to House gov-higher ed.

HCR2043: INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQ

The 2016 general election ballot is to carry the question of whether to amend the state Constitution to require, for initiative and referendum measures approved at the 2016 general election or later, the Legislature to approve any amendment to that measure by a greater percentage of the members of the Legislature than the percentage of voters that approved the measure, instead of by at least 3/4 of the members of each house of the legislature. For measures approved at the

further the purposes of an initiative or referendum measure approved by the voters applies only if the initiative or referendum measure was approved by at least 2/3 of the votes cast. For initiative and referendum measures approved at the 2016 general election or later, the Legislature is required to approve any diversion of funds created or allocated to a specific purpose by a measure by a greater percentage of the members of the Legislature than the percentage of voters that approved the measure, instead of by at least 3/4 of the members of each house of the legislature. For measures approved at the 2016 general election or later, the requirement for the diversion of funds to further the purposes of an initiative or referendum measure approved by the voters applies only if the initiative or referendum measure was approved by at least 2/3 of the votes cast.

First sponsor: Rep. Mesnard

HCR2043 Daily History	Date Action
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 4/5	from Senate rules okay.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 3/15	from Senate fed-man-fiscal do pass.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 3/7	referred to Senate fed-man-fiscal.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 3/3	passed House <u>32-25</u> ; ready for Senate.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 3/1	House COW approved.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 2/24	retained on House COW calendar.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 2/22	from House rules okay.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 2/15	from House elect do pass.
INITIATIVE, REFERENDUM; VOTE PERCENTAGE REQS 2/8	referred to House elect.

S1048: ADE; APPROPRIATION; GEOGRAPHIC LITERACY

Appropriates \$100,000 from the general fund in FY2016-17 to the Department of Education to issue a grant to a statewide geographic alliance for the purpose of strengthening geographic literacy in Arizona.

First sponsor: Sen. Kavanagh
Others: Sen. Shooter

S1048 Daily History	Date Action
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 3/24	from House appro do pass.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 3/2	from House educ do pass.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 2/23	referred to House educ, appro.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 2/18	passed Senate <u>25-4</u> ; ready for House.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 2/16	from Senate rules okay.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 2/15	to Senate consent calendar.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 2/15	from Senate educ do pass.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 2/11	Senate educ do pass; report awaited.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 2/10	from Senate appro do pass.
ADE; APPROPRIATION; GEOGRAPHIC LITERACY 1/11	referred to Senate educ, appro.

S1055: SCHOOLS; COMPUTER CODING INSTRUCTION

Each school district and charter school must require all students in grades 4 through 12 to participate in at least one hour of interactive computer instruction designed to expose students to reading, understanding and writing computer code that is offered by a nationally recognized nonprofit organization devoted to expanding access to computer science. A school district or charter school may exempt a child with a disability in specified circumstances. A school district or charter school may apply to the Superintendent of Public Instruction for a full or partial waiver of this requirement if computer infrastructure is insufficient to comply.

First sponsor: Sen. Kavanagh

S1055 Daily History	Date Action
SCHOOLS; COMPUTER CODING INSTRUCTION 3/17	from House educ do pass on reconsideration.
SCHOOLS; COMPUTER CODING INSTRUCTION 3/16	House educ do pass on reconsideration; report awaited.
SCHOOLS; COMPUTER CODING INSTRUCTION 3/14	referred to House educ.
SCHOOLS; COMPUTER CODING INSTRUCTION 3/14	passed Senate on reconsideration <u>17-10</u> ; ready for House.

10/11/2016

LOLA Print Report

SCHOOLS; COMPUTER CODING INSTRUCTION 3/9 FAILED to pass Senate 8-21.
SCHOOLS; COMPUTER CODING INSTRUCTION 3/8 Senate COW approved with amend #4509 and the rules tech amendment.
SCHOOLS; COMPUTER CODING INSTRUCTION 3/8 from Senate rules with a technical amendment.
SCHOOLS; COMPUTER CODING INSTRUCTION 2/24 from Senate appro with amend #4509.
SCHOOLS; COMPUTER CODING INSTRUCTION 2/22 from Senate educ do pass.
SCHOOLS; COMPUTER CODING INSTRUCTION 2/18 Senate educ do pass; report awaited.
SCHOOLS; COMPUTER CODING INSTRUCTION 1/11 referred to Senate educ, appro.

S1113: STUDENT LOANS; TEACHERS; APPROPRIATION

Loans from the Mathematics, Science and Special Education Teacher Student Loan Fund may be used to grant loans to qualified applicants who agree to provide instruction in mathematics, science, special education or elementary education in a public school that is located on an Indian Reservation. The geographic areas that are experiencing a shortage of teachers, which a qualified applicant to the Fund may teach in, is as determined by the Superintendent of Public Instruction, instead of the Board of Education. Appropriates \$250,000 from the general fund in FY2016-17 to the Fund. AS PASSED SENATE.

First sponsor: Sen. S. Allen
Others: Rep. Ackerley, Sen. Begay, Sen. Donahue, Sen. Farley, Sen. Hobbs, Sen. Meza, Sen. Miranda, Sen. Yee

S1113 Daily History	Date Action
STUDENT LOANS; TEACHERS; APPROPRIATION	3/17 from House appro do pass.
STUDENT LOANS; TEACHERS; APPROPRIATION	3/16 House appro do pass; report awaited.
STUDENT LOANS; TEACHERS; APPROPRIATION	3/2 referred to House appro.
STUDENT LOANS; TEACHERS; APPROPRIATION	2/24 passed Senate 28-1; ready for House.
STUDENT LOANS; TEACHERS; APPROPRIATION	2/23 Senate COW approved with floor amend #4491.
STUDENT LOANS; TEACHERS; APPROPRIATION	2/16 stricken from Senate consent calendar by Blggs.
STUDENT LOANS; TEACHERS; APPROPRIATION	2/16 from Senate rules okay.
STUDENT LOANS; TEACHERS; APPROPRIATION	2/15 to Senate consent calendar.
STUDENT LOANS; TEACHERS; APPROPRIATION	2/3 from Senate appro do pass.
STUDENT LOANS; TEACHERS; APPROPRIATION	1/28 from Senate educ do pass.
STUDENT LOANS; TEACHERS; APPROPRIATION	1/14 referred to Senate educ, appro.

S1117: SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION

Each adjacent ways project proposal to be funded through a school district special assessment for constructing or maintaining a public way adjacent to district land is required to be filed with the School Facilities Board and include the project cost estimate. If the entire project cost is greater than \$50,000, the expenditure is prohibited from being made unless the School Facilities Board validates that the project is in compliance with state laws and the proposal selected by the school district does not contain additional work that is not listed in the adjacent ways proposal submitted by the school district. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Dial
Others: Sen. Blggs

S1117 Daily History	Date Action
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/18 signed by governor. Chap. 48, Laws 2016.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/16 passed House 32-28; ready for governor.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/16 House COW approved.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/15 stricken from House consent calendar by Cardenas.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/14 from House rules okay. To House consent calendar.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/8 from House ways-means do pass.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/7 House ways-means do pass; report awaited.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	3/2 referred to House ways-means.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	2/22 passed Senate 18-12; ready for House.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	2/18 Senate COW approved with amend #4027 and floor amend #4369.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	2/2 from Senate rules okay.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	1/28 from Senate educ with amend #4027.
SCHOOL DISTRICTS; ADJACENT WAYS; VERIFICATION	1/14 referred to Senate educ.

The minimum course of study adopted by the State Board of Education would have been required to include instruction in cursive reading and writing to ensure that by the end of 5th grade students are able to create readable documents through legible cursive handwriting. Cursive reading and writing would have been prohibited from being required as part of statewide achievement assessments. AS VETOED BY GOVERNOR. In his veto message, the Governor expressed strong belief that cursive handwriting must be taught in public schools, but stated that a process is already in place to ensure that this happens.

First sponsor: Sen. Griffin

Others: Sen. S. Allen, Sen. Barto, Sen. Begay, Sen. Biggs, Sen. Bradley, Sen. Burges, Sen. Cajero Bedford, Rep. Cardenas, Sen. Dalessandro, Sen. Donahue, Sen. Driggs, Rep. Fann, Sen. Farley, Sen. D. Farnsworth, Rep. Fernandez, Rep. Gray, Sen. Hobbs, Sen. Kavanagh, Sen. Lesko, Sen. McGuire, Sen. Meza, Rep. Montenegro, Rep. Olson, Rep. Pratt, Rep. Rios, Sen. Shooter, Rep. Shope, Sen. Smith, Rep. Thorpe, Sen. Worsley, Sen. Yee

S1197 Daily History	Date Action
SCHOOLS; CURSIVE WRITING REQUIREMENT	3/31 VETOED <u>message</u> .
SCHOOLS; CURSIVE WRITING REQUIREMENT	3/24 passed House on reconsideration <u>31-28</u> ; ready for governor.
SCHOOLS; CURSIVE WRITING REQUIREMENT	3/17 House voted to reconsider 3/16 failure to pass bill. Second vote scheduled for 3/24.
SCHOOLS; CURSIVE WRITING REQUIREMENT	3/16 House COW approved. FAILED to pass House <u>28-32</u> .
SCHOOLS; CURSIVE WRITING REQUIREMENT	3/15 stricken from House consent calendar by Mendez.
SCHOOLS; CURSIVE WRITING REQUIREMENT	3/14 from House rules okay. To House consent calendar.
SCHOOLS; CURSIVE WRITING REQUIREMENT	3/10 from House educ do pass.
SCHOOLS; CURSIVE WRITING REQUIREMENT	2/24 referred to House educ.
SCHOOLS; CURSIVE WRITING REQUIREMENT	2/11 passed Senate <u>25-4</u> ; ready for House.
SCHOOLS; CURSIVE WRITING REQUIREMENT	2/10 Senate COW approved with floor amend <u>#4179</u> .
SCHOOLS; CURSIVE WRITING REQUIREMENT	2/2 stricken from Senate consent calendar by Griffin, Quezada.
SCHOOLS; CURSIVE WRITING REQUIREMENT	2/2 from Senate rules okay.
SCHOOLS; CURSIVE WRITING REQUIREMENT	2/1 to Senate consent calendar.
SCHOOLS; CURSIVE WRITING REQUIREMENT	1/28 from Senate educ do pass.
SCHOOLS; CURSIVE WRITING REQUIREMENT	1/20 referred to Senate educ.

S1208: TEACHER CERTIFICATION; RECIPROCITY

State Board of Education rules for certification of teachers are required to allow for renewal of a standard certificate for at least eight years and cannot require more than 15 hours of continuing education credits each year in order to renew. Applicants for a certificate to become superintendent or principal are no longer required to pass an examination on the U.S. and Arizona Constitutions. Board rules providing for teacher certification reciprocity must require that the applicant with certification from another state be in good standing with that other state. An applicant with a valid teacher certification from another state who is in good standing with that other state and who possesses a valid fingerprint clearance card must be issued a standard teaching certificate without any other requirements from the Board or the Department of Education. An applicant who obtains a standard teacher certification through reciprocity is not required to take a proficiency examination, pass an examination on the U.S. and Arizona Constitutions, or obtain a structured English Immersion endorsement. AS SIGNED BY GOVERNOR.

First sponsor: Sen. S. Allen

S1208 Daily History	Date Action
TEACHER CERTIFICATION; RECIPROCITY	5/18 signed by governor, Chap. 325, Laws 2016.
TEACHER CERTIFICATION; RECIPROCITY	5/4 Senate concurred in House amendments and passed on final reading <u>28-0</u> ; ready for governor.
TEACHER CERTIFICATION; RECIPROCITY	3/30 passed House <u>43-12</u> ; ready for Senate action on House amendments.
TEACHER CERTIFICATION; RECIPROCITY	3/17 from House rules okay. House COW approved with floor amend <u>#4971</u> .
TEACHER CERTIFICATION; RECIPROCITY	3/10 from House educ do pass.
TEACHER CERTIFICATION; RECIPROCITY	3/9 House educ do pass; report awaited.
TEACHER CERTIFICATION; RECIPROCITY	3/8 referred to House educ.
TEACHER CERTIFICATION; RECIPROCITY	2/29 passed Senate <u>24-6</u> ; ready for House.
TEACHER CERTIFICATION; RECIPROCITY	2/25 Senate COW approved with floor amend <u>#4572</u> .

TEACHER CERTIFICATION; RECIPROCITY 2/16 from Senate rules okay.
 TEACHER CERTIFICATION; RECIPROCITY 2/15 to Senate consent calendar.
 TEACHER CERTIFICATION; RECIPROCITY 2/15 from Senate educ do pass.
 TEACHER CERTIFICATION; RECIPROCITY 2/11 Senate educ do pass; report awaited.
 TEACHER CERTIFICATION; RECIPROCITY 1/21 referred to Senate educ.

S1279: EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN

Beginning in the 2016-17 school year, any child who attends a public school in kindergarten through 5th grade is eligible for an Arizona empowerment scholarship account. Beginning in the 2017-18 school year, any child who attends a public school in kindergarten through 8th grade is eligible for an Arizona empowerment scholarship account. Beginning in the 2018-19 school year, any child who attends a public school in kindergarten through 12th grade is eligible for an Arizona empowerment scholarship account. AS PASSED SENATE.

First sponsor: Sen. Lesko

Others: Rep. J. Allen, Sen. S. Allen, Sen. Barto, Rep. Barton, Sen. Begay, Sen. Biggs, Rep. Borrelli, Rep. Boyer, Sen. Burges, Rep. Fann, Sen. D. Farnsworth, Rep. Finchem, Sen. Griffin, Sen. Kavanagh, Rep. Kern, Rep. Leach, Rep. Livingston, Rep. Mesnard, Rep. Montenegro, Rep. Norgaard, Sen. Smith, Rep. Thorpe, Sen. Yarbrough, Sen. Yee

S1279 Daily History	Date Action
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	3/30 retained on House COW calendar.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	3/29 from House rules okay.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	3/24 from House appro with amend #5010.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	3/16 withdrawn from House educ and additionally referred to appro.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	3/2 referred to House educ.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	2/22 Senate COW approved with amend #4111 and the rules tech amendment. Passed Senate 17-13; ready for House.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	2/16 from Senate rules with a technical amendment.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	2/11 from Senate fln do pass.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	2/10 Senate fln do pass; report awaited.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	2/8 from Senate educ with amend #4111.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	2/4 Senate educ amended; report awaited.
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN	1/26 referred to Senate educ, fln.

S1280: EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION

Various changes related to Arizona empowerment scholarship accounts (ESA). The definition of "qualified student" is expanded to include a child of a parent who is legally blind or deaf or hard of hearing. Establishes required hours of logged instruction for ESA recipients enrolled in Arizona online instruction. Expands the list of authorized uses of ESA monies to include uniforms purchased from or through a qualified school. The Department of Education is required to accept applications for an ESA between July 1 and June 30 of each year, and is required to enroll and issue an award letter to eligible applicants within 45 days after receipt of a completed application. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Lesko

S1280 Daily History	Date Action
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	5/19 signed by governor. Chap. 353, Laws 2016.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	5/6 passed House 33-23; ready for governor.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	3/17 from House rules okay. House COW approved.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	3/10 from House educ do pass.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	3/2 referred to House educ.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	2/29 passed Senate 17-13; ready for House.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	2/23 Senate COW approved with floor amend #4493 and #4494.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	2/16 from Senate rules okay.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	2/15 to Senate consent calendar. Stricken from Senate consent calendar by Quezada.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	2/15 from Senate educ do pass.
EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION	2/11 Senate educ do pass; report awaited.

EMPOWERMENT SCHOLARSHIP; ELIGIBILITY; ADMINISTRATION 1/26 referred to Senate educ.

S1287: ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS

A student who transfers credit from a charter school or school district in this state or regionally accredited Arizona online instruction must be awarded core credit for any core credit course completed and elective credit for any elective course completed if that course is aligned to the competency requirements adopted by the State Board of Education. School districts are prohibited from charging a fee to a student who takes an examination in a course to obtain academic credit from the district if the credit for a substantially equivalent course was previously earned in Arizona online instruction.

First sponsor: Sen. S. Allen

S1287 Daily History	Date Action
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	3/16 FAILED House educ 2-5.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	3/8 referred to House educ.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	3/3 Senate COW approved; amend #4465 and the rules tech amendment were withdrawn. Passed Senate 20-10; ready for House.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	2/23 from Senate rules with a technical amendment.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	2/22 from Senate educ with amend #4465.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	2/18 Senate educ amended; report awaited.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	2/11 Senate educ held.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	2/4 Senate educ held.
ARIZONA ONLINE INSTRUCTION; TRANSFER CREDITS	1/26 referred to Senate educ.

S1313: TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION

A school district or charter school that has received a letter grade of A or B for each of the immediately preceding three years is authorized to apply to the State Board of Education for authority to approve the alternative certification of teachers. The Board is required to adopt rules that facilitate the alternative certification of teachers by school districts and charter schools, and requirements that must be included in the rules are specified. On the submission of verification from a school district or charter school that all the requirements have been met, the teacher must be issued a standard teaching certificate from the state. AS PASSED SENATE.

First sponsor: Sen. S. Allen

S1313 Daily History	Date Action
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	3/16 House educ held.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	3/15 additionally referred to House fed-state.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	3/2 referred to House educ.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	2/29 passed Senate 17-13; ready for House.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	2/25 Senate COW approved with floor amend #4576.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	2/16 stricken from Senate consent calendar by Allen.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	2/16 from Senate rules okay.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	2/15 to Senate consent calendar.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	2/15 from Senate educ do pass.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	2/11 Senate educ do pass; report awaited.
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION	1/27 referred to Senate educ.

S1376: SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES

The list of permitted school district consolidations is expanded to include to change the boundaries of a school district that has received a letter grade of A or B to include another school district "within 20 miles of each other." AS SIGNED BY GOVERNOR.

First sponsor: Sen. Smith
 Others: Sen. S. Allen, Sen. Begay, Rep. Boyer, Rep. Coleman, Sen. Dial, Rep. Lovas, Rep. Shope, Rep. Weninger

S1376 Daily History	Date Action
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SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 5/7 passed House 41-13; ready for governor.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 3/17 from House rules okay. House COW approved.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 3/10 from House educ do pass.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 3/3 referred to House educ.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 2/25 passed Senate 25-3; ready for House.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 2/24 Senate COW approved with amend #4466.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 2/23 from Senate rules okay.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 2/22 from Senate educ with amend #4466.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 2/18 Senate educ amended; report awaited.
 SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES 1/28 referred to Senate educ.

S1416: EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES

The membership of the State Board of Education is increased to 11 members, from 9, by adding an owner or administrator of a charter school and a fourth lay member. The Board's requirement to employ staff is no longer "on the recommendation of the Superintendent of Public Instruction." Board duties are expanded to include supervising the duties of Board employees, and Board members' travel reimbursement claims must be approved by the Department of Administration instead of the Superintendent of Public Instruction. The Board, instead of the Department of Education, is charged with investigating written complaints alleging that a certificated person has engaged in immoral conduct, and related powers and duties are transferred to the Board. The Board is authorized to request from the Dept or the Superintendent any data, information or technical support related to Board powers and duties. The Superintendent of Public Instruction is responsible for the execution of rules and policies adopted by the Board. For various programs the Board was previously required to establish, the Board is required to develop rules and policies for the programs and the programs must be administered by the Dept. Related powers and duties are transferred to the Dept. Various Dept actions are made subject to Board review and approval. AS PASSED SENATE.

First sponsor: Sen. Dial

S1416 Daily History	Date Action
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	3/17 referred to House appro.
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	2/23 Senate COW approved with floor amend <u>#4495</u> . Passed Senate <u>24-5</u> ; ready for House.
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	2/9 stricken from Senate consent calendar by Dial.
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	2/9 from Senate rules okay.
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	2/8 to Senate consent calendar.
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	2/8 from Senate educ do pass.
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	2/4 Senate educ do pass; report awaited.
EDUCATION BOARD; SUPERINTENDENT; POWERS; DUTIES	2/1 referred to Senate educ.

S1430: SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS

Various changes relating to achievement profiles for public schools. The Department of Education is required to compile an annual achievement profile for each charter holder, in addition to public schools and school districts. The academic performance indicators that must be included in the annual achievement profiles are modified, and the methodology for the classification labels must be developed in collaboration with a coalition of qualified technical and policy stakeholders. For the 2016-17 school year, the Dept is authorized to release data for school districts, schools and charter schools based on assessments conducted during the 2015-16 school year. For the 2017-18 school year, the Dept is required to publish letter grades based on data collected during the 2016-17 school year. AS SIGNED BY GOVERNOR.

First sponsor: Sen. S. Allen
 Others: Rep. Boyer

S1430 Daily History	Date Action
SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS	5/12 signed by governor. Chap. 226, Laws 2016.
SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS	5/4 Senate concurred in House amendments and passed on final reading 29-0: ready for governor.

House amendments.

SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 3/21 House COW approved with amend #4865.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 3/17 from House rules okay.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 3/10 from House educ with amend #4865.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 3/9 House educ amended; report awaited.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 3/3 referred to House educ.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/25 passed Senate 28-0; ready for House.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/24 Senate COW approved.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/23 retained on Senate COW calendar.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/16 stricken from Senate consent calendar by Yee.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/16 from Senate rules okay.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/15 to Senate consent calendar.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/15 from Senate educ do pass.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/11 Senate educ do pass; report awaited.
 SCHOOLS; ACHIEVEMENT PROFILES; IMPROVEMENT PLANS 2/1 referred to Senate educ.

S1455: ALTERNATIVE ASSESSMENTS; PARENTAL OPT-IN (EDUCATIONAL CERTIFICATION APPLICANTS; RESTRICTIONS)

A person whose teacher certification is revoked or denied for specified reasons or who surrenders the certificate to the Board of Education is prohibited from applying for certification for a period of "not more than" five years, instead of for five years.

First sponsor: Sen. S. Allen

S1455 Daily History	Date Action
ALTERNATIVE ASSESSMENTS; PARENTAL OPT-IN	3/8 Senate voted to reconsider 2/7 failure to pass bill. Date of second vote to be set by president.
ALTERNATIVE ASSESSMENTS; PARENTAL OPT-IN	3/7 FAILED to pass Senate 11-18.
ALTERNATIVE ASSESSMENTS; PARENTAL OPT-IN	3/3 Senate COW approved with amend #4468 and floor amend #4782. NOTE SHORT TITLE CHANGE.
EDUCATIONAL CERTIFICATION APPLICANTS; RESTRICTIONS 2/23	from Senate rules okay.
EDUCATIONAL CERTIFICATION APPLICANTS; RESTRICTIONS 2/22	from Senate educ with amend #4468.
EDUCATIONAL CERTIFICATION APPLICANTS; RESTRICTIONS 2/18	Senate educ amended; report awaited.
EDUCATIONAL CERTIFICATION APPLICANTS; RESTRICTIONS 2/2	referred to Senate educ.

S1457: KIDSCARE ENROLLMENT; EMPOWERMENT SCHOLARSHIPS; DISABILITIES (EMPOWERMENT SCHOLARSHIPS; PERSONS WITH DISABILITIES)

Total enrollment in the state Children's Health Insurance Program (KidsCare) is no longer limited based on the annual appropriations made by the legislature and an enrollment cap. Within five days after the effective date of this legislation, the AHCCCS Administration is required to submit to the Centers for Medicare and Medicaid Services (CMMS) a state plan amendment for KidsCare to resume enrollment in KidsCare, and to project the enrollment rate for KidsCare for the remainder of federal fiscal years 2015-16 and 2016-17 and request from CMMS any additional allotment needed to resume enrollment. The statutory changes to KidsCare are conditionally enacted on CMMS approving the state's plan amendment to resume enrollment in KidsCare by July 1, 2017. Also, beginning January 1, 2017, the list of authorized expenses for monies in an empowerment scholarship account (ESA) for a qualified student with a disability is expanded to include costs associated with an "annual education plan" (defined) conducted by an independent evaluation team. The Department of Education is required to prescribe minimum qualifications for independent evaluation teams and factors that teams must use to determine whether the qualified student will be eligible to continue to receive ESA monies through the school year in which the student reaches 22 years of age. Establishes the Annual Education Plan Development Council in the Dept to develop eligibility criteria for a student with a disability to receive ESA monies beyond 18 years of age. The Council is required to report its findings and recommendations to the Superintendent of Public Instruction by December 31, 2016, and self-repeals January 1, 2017. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Bradley

10/11/2016

LOLA Print Report

S1457 Daily History

KIDSCARE ENROLLMENT; EMPOWERMENT SCHOLARSHIPS; DISABILITIES

KIDSCARE ENROLLMENT; EMPOWERMENT SCHOLARSHIPS; DISABILITIES

KIDSCARE ENROLLMENT; EMPOWERMENT SCHOLARSHIPS; DISABILITIES 5/5

EMPOWERMENT SCHOLARSHIPS; PERSONS WITH DISABILITIES

EMPOWERMENT SCHOLARSHIPS; PERSONS WITH DISABILITIES

EMPOWERMENT SCHOLARSHIPS; PERSONS WITH DISABILITIES

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EMPOWERMENT SCHOLARSHIPS; PERSONS WITH DISABILITIES

Date Action

5/6 signed by governor. Chap. 112, Laws 2016.

5/6 Senate concurred in House amendments and passed on final reading 16-12; ready for governor.

5/5 House COW approved with floor amend #5293. NOTE SHORT TITLE CHANGE. Passed House 38-21; ready for Senate action on House amendments.

5/4 from House rules okay.

3/17 from House educ do pass.

3/16 House educ do pass; report awaited.

3/8 referred to House educ.

3/3 Passed Senate 30-0; ready for House.

3/2 Senate COW approved with floor amend #4745.

2/23 stricken from Senate consent calendar by Bradley.

2/23 from Senate rules okay.

2/22 to Senate consent calendar.

2/22 from Senate educ do pass.

2/18 Senate educ do pass; report awaited.

2/17 from Senate appro do pass.

2/2 referred to Senate educ, appro.

S1487: STATE LAW; LOCAL VIOLATIONS; PENALTIES

At the request of a member of the Legislature, the Attorney General is required to investigate any official action taken by the governing body of a county or municipality that the member alleges violates state law or the state Constitution. If the Attorney General concludes that there is a violation, the Attorney General is required to notify the county or municipality of the violation by certified mail and provide 30 days to resolve the violation. If the county or municipality fails to resolve the violation within 30 days, the Attorney General is required to notify the State Treasurer, who must withhold and redistribute state shared monies from the county or municipality. The Attorney General is required to continue to monitor the response of the governing body, and when the violation is resolved, is required to notify the Governor and the Legislature and notify the State Treasurer to restore the distribution of state shared revenues to the county or municipality. If the Attorney General concludes that there may be a violation, the Attorney General is required to file a special action in Supreme Court to resolve the issue, and the Supreme Court is required to give the action precedence over all other cases. The Court must require the county or municipality to post a bond equal to the amount of state shared revenue paid to the county or municipality in the preceding six months. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Biggs

Others: Sen. S. Allen, Sen. Begay, Sen. D. Farnsworth, Rep. E. Farnsworth, Sen. Kavanagh, Rep. Petersen, Sen. Shooter, Sen. Smith, Sen. Yee

S1487 Daily History

Date Action

STATE LAW; LOCAL VIOLATIONS; PENALTIES 3/17 signed by governor. Chap. 35, Laws 2016.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 3/16 passed House 32-28; ready for governor.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 3/16 House COW approved.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 3/15 stricken from House consent calendar by Hale.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 3/14 from House rules okay. To House consent calendar.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 3/9 from House com do pass.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 3/2 referred to House com.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 2/24 Senate COW approved. Passed Senate 17-12; ready for House.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 2/23 stricken from Senate consent calendar by Quezada.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 2/23 from Senate rules okay.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 2/10 Senate gov held.

STATE LAW; LOCAL VIOLATIONS; PENALTIES 2/2 referred to Senate gov.

S1502: CTE; SPECIALIZED TEACHING CERTIFICATES

In addition to any other current certification issued, the Board of Education is required to issue a specialized standard teaching certificate in career and technical education (CTE) to a person who provides instruction in a CTE course or program that is offered by a school district or Joint Technical Education District if the person demonstrates expertise in the subject matter in which the person will provide instruction, demonstrates at least five years of work experience in the subject matter, and complies with fingerprinting and background check requirements. The Board is required to adopt rules to carry out these requirements. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Yee

Others: Sen. S. Allen, Sen. D. Farnsworth, Sen. Shooter, Sen. Smith

S1502 Dally History

Date Action

CTE; SPECIALIZED TEACHING CERTIFICATES 5/12 signed by governor. Chap. 229, Laws 2016.

CTE; SPECIALIZED TEACHING CERTIFICATES 5/7 passed House 53-0; ready for governor.

CTE; SPECIALIZED TEACHING CERTIFICATES 3/24 from House rules okay. House COW approved.

CTE; SPECIALIZED TEACHING CERTIFICATES 3/17 from House educ do pass.

CTE; SPECIALIZED TEACHING CERTIFICATES 3/16 House educ do pass; report awaited.

CTE; SPECIALIZED TEACHING CERTIFICATES 3/3 referred to House educ.

CTE; SPECIALIZED TEACHING CERTIFICATES 2/25 passed Senate 28-0; ready for House.

CTE; SPECIALIZED TEACHING CERTIFICATES 2/23 Senate COW approved with amend #4226 and floor amend #4497.

CTE; SPECIALIZED TEACHING CERTIFICATES 2/16 from Senate rules okay.

CTE; SPECIALIZED TEACHING CERTIFICATES 2/15 from Senate educ with amend #4226.

CTE; SPECIALIZED TEACHING CERTIFICATES 2/11 Senate educ do pass; report awaited.

CTE; SPECIALIZED TEACHING CERTIFICATES 2/2 referred to Senate educ.

S1516: CAMPAIGN FINANCE AMENDMENTS

The article of statute governing campaign contributions and expenses is repealed and replaced. Modifies definitions, including the definitions of "contribution" and "expenditure." Establishes a list of expenses that are not considered contributions for campaign finance purposes, including payments by a political party to support its nominee and the payment of a committee's legal or accounting expenses. Also establishes a list of expenses that are not considered expenditures for campaign finance purposes. Defines "primary purpose" for the purpose of determining whether an entity is organized for the primary purpose of influencing an election. States that certain tax-exempt entities that are in good standing with the Corporation Commission and have properly filed specified forms with the Internal Revenue Service are not organized for the primary purpose of influencing an election. Increases the minimum contribution or expenditure that requires a candidate to register as a candidate committee or an entity to register as a political action committee (PAC) to \$1,000 in connection with an election, from \$500. Establishes contribution limits for individuals, candidate committees, PACs, political parties, and corporations, limited liability companies, partnerships and labor organizations. The Secretary of State is required to increase the committee registration threshold amount and the contribution limits by \$100 in January of each odd-numbered year. Candidates are authorized to transfer unlimited contributions to any one or more other candidate committees for the same candidate without regard to the office sought under specified conditions. Political parties are authorized to make unlimited contributions to persons other than candidate committees and nominees. Requires campaign committees to file campaign finance reports, and specifies information that must be included in the reports. Establishes campaign finance reporting periods and filing deadlines. Establishes regulations for campaign expenditures, including independent and coordinated expenditures. An expenditure is not an independent expenditure if there is "actual coordination" or if it is based on "non-public" information about the candidate's plans or needs. Requires specified disclosure statements for advertisements, solicitations, and related campaign expenditures. Provides for

10/11/2016

LOLA Print Report

Establishes enforcement provisions, including making the filing officer the sole public officer who is authorized to initiate investigations into alleged violations. More. Effective January 1, 2017. Due to voter protection, certain sections of this legislation that make conforming changes required the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage and are therefore not enacted. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Driggs

S1516 Dally History	Date Action
CAMPAIGN FINANCE AMENDMENTS	3/30 signed by governor. Chap. 79, Laws 2016.
CAMPAIGN FINANCE AMENDMENTS	3/29 House COW approved. Passed House <u>31-27</u> ; ready for governor.
CAMPAIGN FINANCE AMENDMENTS	3/28 retained on House COW calendar.
CAMPAIGN FINANCE AMENDMENTS	3/24 from House rules okay.
CAMPAIGN FINANCE AMENDMENTS	3/15 from House elect do pass.
CAMPAIGN FINANCE AMENDMENTS	3/14 House elect held.
CAMPAIGN FINANCE AMENDMENTS	3/9 referred to House elect.
CAMPAIGN FINANCE AMENDMENTS	3/8 Senate COW approved with amend <u>#4411</u> and floor amend <u>#4823</u> and <u>#4824</u> . Passed Senate <u>18-10 (secs 10, 11, 12, 13, 14, 15, 16 required 3/4 vote and FAILED to pass)</u> ; ready for House.
CAMPAIGN FINANCE AMENDMENTS	2/23 from Senate rules okay.
CAMPAIGN FINANCE AMENDMENTS	2/22 from Senate jud with amend <u>#4411</u> .
CAMPAIGN FINANCE AMENDMENTS	2/18 Senate jud amended; report awaited. From Senate gov do pass.
CAMPAIGN FINANCE AMENDMENTS	2/2 referred to Senate gov, jud.

S1519: EARLY BALLOTS; COLLECTION; RECEIPT

A person who collects a voted early ballot from another person is required to provide the voter with a receipt for the early ballot which includes the collector's name and address. Does not apply to an election official, any person allowed by law to transmit U.S. mail, a candidate who collects fewer than 10 voted early ballots, a candidate for statewide office or the Legislature, a person who is related to the voter, or a person who resides at the same residence as the voter. AS PASSED SENATE.

First sponsor: Sen. Dial

S1519 Dally History	Date Action
EARLY BALLOTS; COLLECTION; RECEIPT	5/6 House COW approved with amend <u>#5013</u> and floor amend <u>#5304</u> . (NOTE: Floor amend <u>#5304</u> was split. Lines 1-15 were adopted; lines 16-21 failed.)
EARLY BALLOTS; COLLECTION; RECEIPT	3/29 from House rules okay.
EARLY BALLOTS; COLLECTION; RECEIPT	3/24 from House appro with amend <u>#5013</u> .
EARLY BALLOTS; COLLECTION; RECEIPT	3/17 withdrawn from House gov-higher ed and additionally referred to appro.
EARLY BALLOTS; COLLECTION; RECEIPT	3/15 withdrawn from House elect and additionally referred to gov-higher ed.
EARLY BALLOTS; COLLECTION; RECEIPT	3/3 referred to House elect.
EARLY BALLOTS; COLLECTION; RECEIPT	2/29 passed Senate <u>18-12</u> ; ready for House.
EARLY BALLOTS; COLLECTION; RECEIPT	2/25 Senate COW approved with floor amend <u>#4594</u> .
EARLY BALLOTS; COLLECTION; RECEIPT	2/23 stricken from Senate consent calendar by Dial.
EARLY BALLOTS; COLLECTION; RECEIPT	2/23 from Senate rules okay.
EARLY BALLOTS; COLLECTION; RECEIPT	2/22 to Senate consent calendar.
EARLY BALLOTS; COLLECTION; RECEIPT	2/18 from Senate gov do pass.
EARLY BALLOTS; COLLECTION; RECEIPT	2/2 referred to Senate gov.

S1523: TRUTH IN TAXATION; LEVY INCREASES

If a proposed primary property tax levy, exclusive of increased property taxes received from new construction, constitutes an increase over the preceding tax year's levy by 15 percent or more, the motion to levy the increased property taxes must be approved by a unanimous roll call vote of the school district governing board or local governing body. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Smith
Others: Rep. Finchem, Rep. Leach

TRUTH IN TAXATION; LEVY INCREASES 5/6 passed House 31-25; ready for governor.
 TRUTH IN TAXATION; LEVY INCREASES 3/17 from House rules okay. House COW approved.
 TRUTH IN TAXATION; LEVY INCREASES 3/15 from House ways-means do pass.
 TRUTH IN TAXATION; LEVY INCREASES 3/3 referred to House ways-means.
 TRUTH IN TAXATION; LEVY INCREASES 2/25 passed Senate 17-11; ready for House.
 TRUTH IN TAXATION; LEVY INCREASES 2/24 Senate COW approved with amend #4349 and floor amend #4518.
 TRUTH IN TAXATION; LEVY INCREASES 2/23 from Senate rules okay.
 TRUTH IN TAXATION; LEVY INCREASES 2/18 from Senate fin with amend #4349.
 TRUTH IN TAXATION; LEVY INCREASES 2/17 Senate fin amended; report awaited.
 TRUTH IN TAXATION; LEVY INCREASES 2/2 referred to Senate fin.

S1525: JTED RESTORATION & REFORMS

Retroactive to July 1, 2016, eliminates the reduction in base support level funding that a school district, charter school or JTED receives for students enrolled in both a school district or charter school and a joint technical education district (JTED) satellite campus program to 92.5 percent of the base support level funding that the school district, charter school or JTED would otherwise receive. The reduction would have become effective in FY2016-17. Students who are enrolled in any internship course as part of a JTED program and, beginning July 1, 2016, students who have graduated from high school or received a general equivalency diploma are prohibited from being included in the student count of a JTED for funding purposes. A student who has yet to graduate or receive a general equivalency diploma and was lawfully enrolled in a JTED program on January 1, 2016 may continue to participate in the program after the effective date of this legislation. The requirements for JTED courses are expanded to include that the course requires a majority of instructional time to be conducted in a laboratory environment, field-based environment, or work-based learning environment, has demonstrated a need for extra funding in order to provide the course, requires specialized equipment in order to provide instruction to students that exceeds the cost of a standard educational course, and is not a course or any variation of a course that is required to graduate from high school. The requirements for JTED programs are expanded to include that the program fills a high-need vocational or industry need as determined by the Career and Technical Division of the Department of Education, requires a single or stackable credential or a skill that will allow a student to obtain work on graduation before receiving an associate's degree or a baccalaureate degree, leads to certification or licensure in the vocation or industry or otherwise qualifies the student for employment, requires instruction and materials that are substantially different from and exceed the scope of standard instruction, an industry or vocation has agreed to provide financial or technical support to the JTED for the program, and the JTED has demonstrated a need for extra funding in order to provide the program. Beginning July 1, 2016, the required contract terms for any agreement between a JTED governing board and another JTED, a school district, charter school or community college district are expanded. The Department of Education is required to include each JTED in the Dept's annual achievement profiles, using specified performance standards. The Dept is required to submit a JTED annual report to the Governor and the Legislature containing a list of specified information. Establishes a 13-member Career and Technical Education Task Force to study and analyze specified issues relating to JTEDs and career and technical education, requires the Task Force to submit an annual report of its findings and recommendations to the Governor and the Legislature by December 15, and self-repeals the Task Force on January 1, 2019. Requires the Auditor General to conduct a special audit of JTEDs that includes a list of specified information. Contains a House of Representatives findings and intent section. Emergency clause. AS SIGNED BY GOVERNOR.

First sponsor: Sen. Shooter
 Others: Sen. Biggs

S1525 Daily History Date Action
 JTED RESTORATION & REFORMS 2/17 signed by governor. Chap. 4, Laws 2016.
 JTED RESTORATION & REFORMS 2/17 Senate concurred in House amendments and passed on final reading 29-0; ready for governor.
 JTED RESTORATION & REFORMS 2/16 withdrawn from House educ. (House suspended rules to allow bill to proceed to the floor without being heard in committee.) House COW approved with floor

10/11/2016

LOLA Print Report

amend #4276 and #4277. Passed House 60-0; ready for Senate action on House amendments.

JTED RESTORATION & REFORMS 2/15 referred to House educ.

JTED RESTORATION & REFORMS 2/11 Senate COW approved with amend #4157 and floor amend #4210. Passed Senate 29-0; ready for House.

JTED RESTORATION & REFORMS 2/10 from Senate appro with amend #4157. From rules okay.

JTED RESTORATION & REFORMS 2/8 referred to Senate appro.

EXHIBIT B

AFFIDAVIT OF ISRAEL BOYCOTT

AFFIDAVIT OF ISRAEL BOYCOTT

Recently legislation has been enacted to prohibit municipalities in Arizona from contracting with companies engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned to the Town of Paradise Valley ("Town"), to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- 4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
- 5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.
- 8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

You must select one of the following:


- My company does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.
- My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this affidavit, [NAME OF COMPANY] agrees to indemnify and hold the Town, its agents, representatives, officers, directors, officials, employees and volunteers, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the Town in defending such an action.

High Ground, Inc.
Company Name

830 N. Htn Avenue
Address

Phoenix AZ 85003
City State Zip


Signature of Person Authorized to Sign

Douglas C. Colc
Printed Name

Senior Vice President
Title

EXHIBIT C
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$36,000.

DETAILED PROJECT COMPENSATION

Payment will be made in equal monthly installments of \$3,000 each month.

EXHIBIT D
Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The Parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the Parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement, including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A Party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other Party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the Parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The Parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The Parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both Parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the Parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with applicable Rules of the American Arbitration Association ("AAA"), as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The Parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the Parties have not agreed upon an arbitrator within this period, the Parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, (or other law firm amenable to the Parties) who will then select the arbitrator. The Parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial or municipal legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Paradise Valley, Arizona unless otherwise agreed by the Parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the Parties as the final judgment and may not independently alter or modify the awards sought by the Parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing Party may enter the arbitration decision in any court having jurisdiction in order to convert it to a judgment. The non-prevailing Party will pay all of the prevailing Party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and Town will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. Town and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with Town and Consultant.
- 4.2 Liens. Town or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by Town of Paradise Valley Community Development Department or any other agency of Town acting in its governmental permitting or other regulatory capacity.