



NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, JUNE 13, 2019
6:00 P.M.

GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS
GUADALUPE, ARIZONA

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Online agendas and results
available at
www.guadalupeaz.org

Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, June 13, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES – None
- E. CALL TO THE PUBLIC. An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: None
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 - 1. **MARICOPA COUNTY SHERIFF'S CONTRACT RENEWAL – AMENDMENT NO. 1:** Council will consider and may approve authorizing the Mayor, or designee, to sign Amendment No. 1 (Contract #C2018-20A) to the Agreement for Law Enforcement services between the Town of Guadalupe and Maricopa County on behalf of the Maricopa County Sheriff's Office, authorized through Council approval of Resolution No. R2018.13 on June 12, 2018 and executed on June 28, 2019. The Contract Renewal Amendment No. 1 amount is \$1,931,367.36 for Fiscal Year 2020, July 1, 2019 through June 30, 2020. Council may provide direction to the Town Manager.
 - 2. **APPROVAL of AMENDMENT NO. 3 to INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, HUMAN SERVICES DEPARTMENT:** Council will consider and may approve Amendment No. 3 to an Intergovernmental Agreement (Contract #C2018-17A) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe, which initially began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town Community Action Program; and, authorize the Mayor to sign all necessary documents in furtherance of this amendment. The County shall provide the Town with \$40,000 for the period of July 1, 2019 to June 30, 2020. Council may provide direction to the Town Manager.



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3. **ADOPTION OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE FIRE, MEDICAL, RESCUE DEPARTMENT:** Council will consider and may adopt Resolution No. R2019.08, authorizing the Mayor, or designee, to sign an intergovernmental agreement (agreement) (Contract #C2019-13) with the City of Tempe Fire, Medical, Rescue Department (Tempe), to provide replacements for non-durable supplies used by the Guadalupe Fire Department in conjunction with the treatment of medical patients subsequently transported by a Tempe ambulance. The term of the agreement is for three years from the effective date; and, may be extended administratively by both parties for up to three additional extensions. The annual anticipated cost recovery for supplies is approximately \$10,000. Council may provide direction to the Town Manager.

4. **ADOPTION OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ANIMAL CARE AND CONTROL DEPARTMENT:** Council will consider and may adopt Resolution No. R2019.09, authorizing the Mayor, or designee, to sign an intergovernmental agreement (agreement) (Contract #C2019-14) with Maricopa County (County) by and through its Animal Care and Control Department (ACC) and the Town of Guadalupe for the provision of animal control services. The initial term of this agreement is from July 1, 2019 through June 30, 2020; and, may be renewed for up to two successive two-year terms by mutual agreement of both parties. The cost of service for the initial contract term is \$30,360. The contractual level of service is based on demand or calls for service, where (ACC) operates a regional coverage program and responds to calls based on priority. All calls to the County for animal control services are initiated from community members. Council may provide direction to the Town Manager.

5. **ADOPTION OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE:** Council will consider and may adopt Resolution No. R2019.10 authorizing the Mayor, or designee, to sign an intergovernmental agreement (agreement) (Contract #C2019-15) with the Arizona Department of Revenue (AZDOR) related to uniform administration of the Town of Guadalupe Transaction Privilege Tax. This agreement will initially be in force through December 31, 2019, and will renew automatically each year thereafter on January 1 for a term of one-year, without any action required by the Town Council or by AZDOR. The agreement is related to the AZDOR administration of Transaction Privilege Tax on behalf of the Town of Guadalupe, and is required under A.R.S. § 42-6001. Council may provide direction to the Town Manager.

6. **PUBLIC SAFETY PERSONNEL RETIREMENT LIABILITY FUNDING PLAN:** Council will consider and may adopt Resolution No. R2019.11, establishing a Public Safety Personnel Retirement System Pension Funding Policy. The policy outlines the Council's pension funding objectives; its commitment to Town of Guadalupe employees, and sound financial management; and, complies with 2018 statutory requirements for every governing body to pass a Pension Funding Policy no later than July 1, 2019. Council may provide direction to the Town Manager.

7. **CONTRACT EXTENSION – PUBLIC DEFENDER:** Council will consider and may approve a contract extension in the form of a third amendment to the public defender contract (Contract #C2018-30A) for Matthew Marnier to provide services to the Guadalupe Municipal Court as a Public Defender; and, authorize the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. The third amendment extends the contract term for a period of twelve (12) months, ending on June 30, 2020. All other terms of the original August 30, 2016, contract remain in full force, and are not changed. Council may provide direction to the Town Manager. *(continued from the May 9, 2019 Regular Council Meeting)*



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8. **ADOPTION OF A RESOLUTION TO APPROVE A CONTRACT with AREA AGENCY ON AGING:** Council will consider and may adopt Resolution No. R2019.12, authorizing the Mayor, or designee, to sign a contract (Contract #C2019-16), authorizing the Area Agency on Aging to provide funding for congregate meals, home delivered meals, multipurpose center operations, and transportation services for Town of Guadalupe Senior Center services; and, authorize the Mayor, or designee, to sign all necessary documents in furtherance of this contract. The contract term is July 1, 2019 to June 30, 2020; and, the contract amount for all services is \$138,872. Council may provide direction to the Town Manager.

9. **ADOPTION OF RESOLUTION NO. R2019.13:** Council will consider and may adopt Resolution No. R2019.13 authorizing the submittal of an application from the Boys & Girls Clubs of the East Valley Boys – Guadalupe Thunderbird Branch to the Tohono O’odham Nation for computer connectivity and technology upgrades at the Guadalupe Branch, totaling \$32,000; and, authorize the Mayor, or designee, to sign all necessary documents in furtherance of this grant application. The Town of Guadalupe will serve as a pass through for this grant request. Council may provide direction to the Town Manager.

10. **REQUEST FOR PROPOSALS FOR CERTAIN TOWN OWNED PROPERTY:** Staff will present the results of the Request for Proposals of Town owned property initiative for Council consideration and direction. *(Note: there is no material for this agenda item)*

11. **COUNCIL MEETING SCHEDULE:** Council will review and may modify and/or approve the Town Council Regular Meeting schedule for June 2019 through December 2019; and, provide direction to the Town Manager.

12. **CLAIMS:** Council will consider and may take action to approve the check register for May 2019, totaling \$743,720.70.

H. TOWN MANAGERS’ COMMENTS

I. COUNCILMEMBERS’ COMMENTS

J. ADJOURNMENT



June 7, 2019

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: June 13, 2019 Town Council Regular Meeting Information Report

The purpose of this report is to provide brief information regarding each of the meeting's agenda items.

Agenda Items:

G1. **Maricopa County Sheriff's Contract Renewal – Amendment No. 1:** The term of Contract Renewal Amendment No. 1 is from July 1, 2019 to June 30, 2020, at an amount of \$1,931,367.36. The Initial Term which began July 1, 2018, this Agreement (C2018-20A) shall automatically renew for up to three (3) successive one-year terms, through June 30, 2021 with all of the terms of this Agreement in effect, unless and until renegotiated or terminated. Following this 2018 through 2021 Initial Term, three successive one-year terms are available as part of the agreement. This agreement authorized through Council approval of Resolution 2018.13 on June 12, 2018 and executed on June 28, 2019. MCSO costs shall be revised each fiscal year and presented to the Town Council as part of the annual budget review. The Amendment No. 1 contract renewal amount is \$1,931,367.36 for Fiscal Year 2020, July 1, 2019 through June 30, 2020. Council may provide direction to the Town Manager. (Pages 7-11)

G2. **Maricopa County Human Services Department Contract Amendment No. 3:** Approval of Amendment No. 3 to an IGA between Maricopa County by and through its Human Services Department (Contract #2018-17A) and the Town of Guadalupe began on July 1, 2016. Through Amendment No. 3 Maricopa County provided the Town with \$40,000 for Community Action Program (CAP) services to include reimbursement to the Town to assist eligible low income households with crisis case management and financial assistance services. This is a \$5,000 increase of County funds from \$35,000 in recent years. (Pages 12-14)

G3. **Adoption of a Resolution to approve an Intergovernmental Agreement (IGA) with the City of Tempe Fire, Medical, Rescue, Department:** Adoption of Resolution No. R2019.08 approves an IGA (Contract #2019-13) with the Tempe Fire, Medical, Rescue Department to provide replacements for non-durable supplies used by Guadalupe personnel in conjunction with the treatment of medical patients subsequently transported by a Tempe ambulance. The initial term of the Agreement shall be three years from the effective date. After the initial term, the Agreement may be extended administratively by the Parties in writing, no longer than three additional three-year extensions. Either Party may terminate this IGA for cause with 60 days written notice. The annual anticipated cost recovery for supplies is approximately \$10,000. (Pages 15-22)

G4. **Adoption of a Resolution to approve an Intergovernmental Agreement (IGA) with Maricopa County Animal Care and Control:** Adoption of Resolution No. R2019.09 approves an IGA (Contract #2019-14) with Maricopa County Animal Care and Control (ACC) for the provision of animal control services. Contract term is July 1, 2019 – June 30, 2020; and, the cost is \$30,360. This contract is a \$2,760 (10%) increase over the current FY2018/19 contract of \$27,600. This contract is a citizen call/complaint driven contract where ACC operates a regional coverage program and responds to calls based on priority. The ACC does offer a patrol service by adding two patrols per week within the Town limits at an additional cost of \$5,200 annually.

For FY 2017/2018, ACC reports a total of 167 activities within the Town of Guadalupe. (Pages 23-46)

G5. **Adoption of Resolution to approve an Intergovernmental Agreement (IGA) with the Arizona Department of Revenue:** Adoption of Resolution No. R2019.10 approves an intergovernmental agreement with the Arizona Department of Revenue (AZDOR) (Contract #2019-12) related to uniform administration of the Town of Guadalupe Transaction Privilege Tax. This agreement will initially be in force through December 31, 2019, and will renew automatically each year thereafter on January 1 for a term of one-year, without any action required by the Town Council or by AZDOR. This intergovernmental agreement (IGA) was negotiated with the Department of Revenue (DOR) by a consortium of city/town representatives and the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

AZDOR IGA Facts from the League of Arizona Cities and Towns

- Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an inter-governmental agreement (IGA) with each city and town to clearly define the working relationship between DOR and Arizona cities and towns.
- The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also guidance on the use of aggregated taxpayer data for public reporting and analysis.
- The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.
- The IGA formalizes the process for audit request assignment and performance. Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; a process for cities/towns without auditors to request an audit be performed by the DOR, the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR will lead all multi-jurisdictional audits coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.
- The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.
- The IGA provides for a formal review process to resolve disputes or handle complex issues that arise through the "State & Municipal Audit Resolution Team" or SMART, made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities/towns and the State.
- The term of this IGA runs on a calendar year basis with a provision for automatic annual renewal, with reauthorization by the Council and the DOR only being required following the year the DOR is subject to sunset review. Finally, either party has the right each year to reopen and renegotiate the terms according to provisions within the agreement.

AZDOR IGA Financial Implications:

This agreement will not result in any budgetary impact to the Town. (Pages 47-94)

G6. Public Safety Personnel Retirement Liability Funding Plan: Adoption of Resolution No. R2019.11 approves Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy. The 2018 Legislative Session saw the passing of HB2097 which requires every governing body of a plan under PSPRS to pass a Pension Funding Policy by no later than July 1, 2019. Additionally, the policy must be posted on the governing body's website. The goal is to fully fund the PSPRS Pension Fund 100% by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2018 Actuarial Valuation. (Pages 95-97)

G7. Public Defender – Contract Extension: *Item continued from the May 9, 2019, Regular Council Meeting.* The contract agreement extension is the third amendment to the public defender contract for Matthew Marnier to provide Public Defender services to the Guadalupe Municipal Court. The original one-year contract was entered into on August 30, 2016, and the first amendment to the contract allowing for a one-year extension was approved by Council on October 17, 2017. The second contract extension was approved on December 13, 2018, expiring June 30, 2019. If approved, the third contract extension, would be in effect July 1, 2019 – June 30, 2020. All other terms of the original August 30, 2016, contract agreement remain in full force, and are not changed. (Pages 98-111)

G8. Adoption of Resolution to approve a contract with Area Agency on Aging: This contract will authorize the Area Agency on Aging to provide Senior Center congregate meals, home delivered meals, multipurpose center operations, and transportation services to Town residents. The contract term is July 1, 2019 – June 30, 2020; and the contract amount is \$138,872. This is a slight decrease from the \$140,032 FY 2018/19 contract amount. However, Area Agency on Aging recently provided a grant of \$6,140 for the purchase of a replacement stove and dishwasher for the Senior Center. (Pages 112-180)

G9. Adopt a resolution authorizing the submission of an application from East Valley Boys and Girls Club Clubs to the Tohono O'odham Nation for computer connectivity and technology upgrades at the Guadalupe Branch, totaling \$32,000. The Town of Guadalupe will serve as a pass through for this grant request. Arizona Revised Statutes § 5-601.02, requires participating tribal communities to contribute 12% of their annual gaming proceeds to local governments for government services that benefit the general public, including public safety, mitigation of gaming impacts, and the promotion of commerce and economic development. In the spirit of cooperation, the Town of Guadalupe may act as a pass through for a portion of Tohono O'odham Nation statutory contribution to external organizations to which the tribe has awarded a grant. Should the Tohono O'odham Nation has awarded grants, which is anticipated to be in the fall of this year, Town Council will enter into an Intergovernmental Agreement for disbursement of the funds. (Pages 181-186)

G10. Request for proposals for certain town owned property: Staff will present the results of the Request for Proposals of Town owned property initiative for Council consideration and direction. Unfortunately, no proposals were submitted to the Town. Staff is presently acquiring feedback from at one time interested parties to gain understand why none where submitted. (*Note: there is no material for this agenda item*)

G11. Council Regular Meeting Schedule: Councilmembers may wish to reschedule, add, or delete a Regular Council Meeting(s) between June, 2019 and December, 2019 and direct the Town Manager / Clerk accordingly. (Page 187)

G12. Claims: May 2019, totaling \$743,720.70. (Pages 188-209)

Amendment 1

to

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE TOWN OF

GUADALUPE

AND

MARICOPA COUNTY

on behalf of the Sheriff's Office

C-50-18-077-3-00

C-50-18-077-3-01

Term: July 1, 2018 through June 30, 2021
with up to three (3) Successive One-Year Automatic Renewals

Amendment Effective July 1, 2019

Amendment 1 to Agreement for Law Enforcement Service
 between the Town of Guadalupe
 and Maricopa County on behalf of the Sheriff's Office
 C-50-18-077-3-01

This Amendment to the Agreement between the Town of Guadalupe ("Town") and Maricopa County ("County") on behalf of the Sheriff's Office shall be effective on July 1, 2019 and upon approval of the Maricopa County Board of Supervisors and the Town of Guadalupe.

Recitals

The County acting on behalf of the Sheriff's Office and the Town entered into an Agreement for Law Enforcement Services (the "Initial Agreement"), executed June 28, 2018, (C-50-18-077-3-00).

Amendment #1 is presented to amend Section III, Reimbursement Costs and Charges, to coincide with changes to Worksheet Exhibit A to be effective with FY 2020.

The parties agree to change the Initial Agreement as follows, all other terms and conditions of the Initial Agreement remain in place.

Amendment

- 1) Section III(A)(1) is amended to add a subsection (a) below:
 - a. Worksheet Exhibit A is amended effective July 1, 2019 and is attached hereto for reference.
- 2) Section III(B)(1)(a) is amended to replace the FTE Staffing Requirements table with the one below that shows the number of Deputy FTE to 1 Sergeant as 8 (previously 9).

FTE Staffing Requirements			
5.00	Deputies	1	Beat
0.50	Detectives	1	Beat
1.00	Sergeant for	8	Deputies
1.00	Lieutenant for	18	Deputies
1.00	Captain for	30	Deputies
0.14	Clerical for	1	Beat

- 3) Section III(B)(2)(b) is amended as follows:
 - b. Ammunition charges consist of actual costs from the four (4) previous fiscal years for ammunition averaged and then apportioned by sworn FTE.
- 4) Section III(B)(3) is amended to insert a new subsection (d) and statement about I-phone monthly charges as follows and renaming current subsection (d) as subsection (e).
 - d. I-Phone Monthly Charges: The monthly charges per device are allocated per applicable FTE.

Worksheet Exhibit A.						
Town of Guadalupe						
Maricopa County Sheriff's Office						
Law Enforcement Reimbursement Costs and Charges						
FY2020						
(July 1, 2019 through June 30, 2020)						
Part 3. Communications and Information Technology (IT)						\$ 57,574.52
Sworn FTEs	11.63					
Information System Service	42,974.46	Annual Cost				\$ 42,974.46
Monthly Radio Charges Vehicles	43.22	Per Month (12); 2 per Vehicle	Vehicles	1		\$1,037.28
Monthly Radio Charges Sworn	43.22	Per Month (12) per Sworn FTE				\$6,031.78
MDC Charges	41.36	Per Month (12) per Sworn FTE				\$5,772.20
Monthly I-Phone Charges	51.79	Per Month (12) per Device	Devices	2.8		\$1,758.79
Sub Total Communications and IT						\$ 57,574.52
Part 4. Vehicles and Equipment						\$ 29,621.98
Vehicle Cost with Warranty	\$ 45,052	Vehicle life 125,000 miles (combined average)				
Equipment Costs (Lights; Push Bar; Etc.)	\$ 17,345	Equipment life 343,750				
	Per Mile Rate	Annual Miles	Costs			
Mileage Rate	\$0.388	37,080	\$14,386.90			\$ 14,386.90
Vehicle Depreciation	\$0.360	37,080	\$13,364.10			\$ 13,364.10
Equipment Depreciation	\$0.050	37,080	\$1,870.97			\$ 1,870.97
Sub Total Vehicle and Equipment Costs						\$ 29,621.98
Part 5. One-Time Costs						
<i>This section is reserved for cost reimbursement of replacement or new equipment items that have been identified as necessary for Law Enforcement Service delivery that are not otherwise funded in the Sheriff's operational budget. (Requires amendment.)</i>						
Part 6. Indirect Cost Recovery						
<i>Indirect costs are recovered at 3%.</i>						\$56,253.42



C2018-17A
AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
TOWN OF GUADALUPE



I. Maricopa County (“County”) by and through its Human Services Department and the Town of Guadalupe (“Town”) entered into a financial Intergovernmental Agreement (“Agreement”) which began on July 1, 2016 through June 30, 2017. The purpose of the Agreement is for the County to provide the Town with cash reimbursement for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The Agreement included an option to extend the Agreement for three one-year terms. The County and the Town may be referred to individually as “Party” or collectively as “Parties.”

The Parties executed Amendment No. 1 (renewal option #1), which extended the Agreement term and provided funding for July 1, 2017 through June 30, 2018 period. The Parties executed Amendment No. 2 (renewal option #2), which extended the Agreement term and provided funding for July 1, 2018 through June 30, 2019 period.

II. The Parties now wish to amend the Agreement “Amendment No. 3” (renewal option #3), as follows:

- A. Extend the Agreement termination date from June 30, 2019 to June 30, 2020.
- B. The County shall provide the Town with \$40,000 for the period of July 1, 2019 to June 30, 2020.
- C. Incorporate Attachment A Operating Budget for the period of July 1, 2019 to June 30, 2020, into the Agreement.
- D. Revise Section III Work Statement - paragraph B Training as follows:
 - 1. Remove in its entirety and substitute:
 - B. TRAINING
 - 1. Contractor shall provide training to all new employees providing services under this Agreement. Training shall include the following:
 - a. Overview of the Maricopa Community Services policy and procedure manual (Handbook); and
 - b. Access and overview of the HSD Online client database.
 - 2. Contractor shall provide documentation to the Department that verifies that case management staff have received training.
 - 3. Department shall provide annual program training to case managers and supervisor staff. Training shall include but not limited the following:
 - a. Review of revised policy, procedures, and/or case management forms;
 - b. Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - c. Review of program monitoring findings; and
 - d. Effective practices that support intake and case management delivery.
- E. Revise Section IV Compensation to include the following:
 - 7. The County shall reimburse the Contractor on a Net “0” payment standard.

III. This Amendment is subject to A.R.S. §38-511. The foregoing paragraphs, contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect as approved and amended.

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
TOWN OF GUADALUPE

APPROVED BY:
MARICOPA COUNTY

Valerie Molina, Mayor

Chairman, Board of Supervisors

Date: June 13, 2019

Date: _____

Attested To:

Attested To:

_____, June 13, 2019
Jeff Kulaga, Town Manager / Clerk Date

Fran McCarroll, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-952, THIS AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY(S) WHO HAVE DETERMINED THAT THIS AMENDMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

TOWN OF GUADALUPE

MARICOPA COUNTY

BY: _____
David Ledyard, Town Attorney

BY: _____
Deputy County Attorney

Date: June 13, 2019

Date: _____

RESOLUTION NO. R2019.08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE TOWN OF GUADALUPE FIRE DEPARTMENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (AGREEMENT) WITH THE TEMPE FIRE, MEDICAL, RESCUE, DEPARTMENT TO AUTHORIZE THE TEMPE FIRE, MEDICAL, RESCUE, DEPARTMENT TO PROVIDE REPLACEMENTS FOR NON-DURABLE SUPPLIES USED BY GUADALUPE PERSONNEL IN CONJUNCTION WITH THE TREATMENT OF MEDICAL PATIENTS SUBSEQUENTLY TRANSPORTED BY A CITY OF TEMPE AMBULANCE; AND AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN ALL NECESSARY DOCUMENTS IN FURTHERANCE OF THIS AGREEMENT.

WHEREAS, the Guadalupe Fire Department and Tempe Fire Medical Rescue (hereinafter collectively referred to as the "Parties") are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 through 11-954 as amended; and

WHEREAS, on August 24, 2017, the Arizona Department of Health Services granted Tempe's application for a Certificate of Necessity ("CON") to provide ambulance services (EMS No. 0893), and Tempe has started to operate an ambulance service; and

WHEREAS, Parties are signatories to the Regional Metropolitan Phoenix Fire Service Automatic Aid Intergovernmental Agreement ("Auto Aid") for the purpose of providing emergency medical services among other emergency services to neighboring jurisdictions; and

WHEREAS, Guadalupe uses non-durable medical supplies in the course of treating patients who subsequently are transported to a medical facility in a Tempe ambulance; and

WHEREAS, Tempe desires to provide replacements for non-durable supplies used by Guadalupe personnel in conjunction with the treatment of medical patients subsequently transported by a Tempe ambulance; and

WHEREAS, Parties wish to ensure transparency and ensure no appearance of any improper incentive exists;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

The Town of Guadalupe Mayor, or designee, is authorized to sign an Intergovernmental Agreement with the Tempe Fire, Medical, Rescue Department to authorize the Tempe Fire, Medical, Rescue Department to provide replacements for non-durable supplies used by the Town of Guadalupe Fire Department in conjunction with the treatment of medical patients subsequently transported by a City of Tempe ambulance. (Contract #C2019-13)

DATED, this 13th day of June, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David Ledyard, Town Attorney

C2019-13

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF TEMPE FIRE MEDICAL RESCUE

AND

THE CITY OF GUADALUPE FIRE DEPARTMENT

FOR PROVISION OF RESUPPLY OF NON-DURABLE MEDICAL GOODS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into on June 13, 2019 between the City of Tempe, Arizona, a municipal corporation (“Tempe”) and the Town of Guadalupe, Arizona, a municipal corporation (“Guadalupe”).

WITNESSETH

WHEREAS, the Guadalupe Fire Department and Tempe Fire Medical Rescue (hereinafter collectively referred to as the “Parties”) are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 through 11-954 as amended; and

WHEREAS, on August 24, 2017 the Arizona Department of Health Services granted Tempe’s application for a Certificate of Necessity (“CON”) to provide ambulance services (EMS No. 0893), and Tempe has started to operate an ambulance service; and

WHEREAS, Parties are signatories to the Regional Metropolitan Phoenix Fire Service Automatic Aid Intergovernmental Agreement (“Auto Aid”) for the purpose of providing emergency medical services among other emergency services to neighboring jurisdictions; and

WHEREAS, Guadalupe uses non-durable medical supplies in the course of treating patients who subsequently are transported to a medical facility in a Tempe ambulance; and

WHEREAS, Tempe desires to provide replacements for non-durable supplies used by Guadalupe personnel in conjunction with the treatment of medical patients subsequently transported by a Tempe ambulance; and

WHEREAS, Parties wish to ensure transparency and ensure no appearance of any improper incentive exists;

NOW, THEREFORE, the Parties agree as follows:

1. MEDICAL SUPPLIES.

Tempe ambulances will carry supplies as contained in Appendix "A". For the purpose of this agreement, any pharmaceutical carried in the ambulance drug box is expressly exempt from medical supplies.

2. RESUPPLY OF MEDICAL SUPPLIES.

- 2.1 Tempe will pay to Guadalupe a flat fee of \$16 for every EMS patient who is transported to a hospital after being received from a Guadalupe fire crew.
- 2.2 Starting on the 1st day of January following this commencement of this agreement, Guadalupe will transmit a request for reimbursement to Tempe. This request will include a list of transported patients' full name, incident number, date of service and hospital destination.
- 2.3 After the first request for reimbursement, Guadalupe will transmit to Tempe, on a quarterly basis, any needed request for payment.
- 2.4 Tempe will have net 45 days from receipt of invoice to provide remittance to Guadalupe for all verified patients.

3. BILLING COMPLIANCE.

- 3.1 Tempe will not seek reimbursement from transported patients or their respective insurers for any supplies provided to patients by Guadalupe that is not resupplied by Tempe.
- 3.2 Tempe will make every reasonable effort to seek reimbursement for supplies provided to Guadalupe.

4. GENERAL PROVISIONS.

- 4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 4.2 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.
- 4.3 Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal

employment opportunity, immigration, nondiscrimination and affirmative action.

5. **INDEMNIFICATION.**

5.1 Indemnification.

To the extent permitted by law, and consistent with the obligations set forth in this Section, Tempe and Guadalupe shall indemnify and hold harmless each other from and against any and all liability, claims, losses, costs and expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") related to each Party's performance under this Agreement and arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious or derivative liability to one Party are caused by the act, omission, negligence, misconduct, or other fault of the other Party, its officers, officials, agents, employees, or volunteers.

5.2 Binding Effect.

The obligation set forth in this Section 5 shall be binding upon the Parties and extend beyond the termination of this Agreement.

6. **ARBITRATION.**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. Notice of a dispute must be submitted to the other Party in writing ("Notice of Claim"). To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days from the receipt of written Notice of Claim, then, upon notice by either to the other ("Notice of Arbitration"), all disputes, claims, questions, or differences shall be finally settled by arbitration to the extent required under A.R.S. § 12-1518 and § 12-133. The Parties shall select a mutually acceptable arbitrator within sixty (60) days of Notice of Arbitration. If a mutually acceptable arbitrator cannot be agreed upon, each Party shall select an arbitrator and the selected arbitrators shall appoint a third arbitrator to decide the claim. The arbitration shall be governed by the American Arbitration Association's Commercial Arbitration Rules.

7. TERM AND TERMINATION.

7.1 Effective Date. This Agreement will become effective on the date first written above (“Effective Date”).

7.2 Term. The initial term of the Agreement shall be three years from the Effective Date. After the initial term, the Agreement may be extended administratively by the Parties in writing, no longer than three additional three-year extensions. This Agreement may be modified, by written amendment, at any time by mutual written consent of both Parties. Either Party may terminate this Agreement for cause with 60 days written notice.

8. NOTICES.

Whenever written notice is required or permitted to be given by any Party to another, such notice shall have been deemed to have been sufficiently given if personally delivered, deposited in the United States mail, or sent by email addressed to:

City of Tempe: City of Tempe Fire Medical Rescue
Fire Chief
Greg Ruiz
PO Box 5002
Tempe, AZ 85280
Email: Greg_Ruiz@tempe.gov

Town of Guadalupe : Town of Guadalupe Fire
Fire Chief
Wayne Clement
8143 S. Avenida del Yaqui
Guadalupe, AZ 85283
Email: WClement@Guadalupeaz.org

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

CITY OF TEMPE FIRE MEDICAL RESCUE

TOWN OF GUADALUPE FIRE

Greg Ruiz, Fire Chief

Wayne Clement, Fire Chief

ATTEST:

ATTEST:

Carla R. Reese, City Clerk

Jeff Kulaga, Town Clerk

Approved as to form and within the authority of the entity:

Approved as to form and within the authority of the entity:

Kara Stanek, Assistant City Attorney

David Ledyard, Town Attorney

APPENDIX "A"

Description	Description	Description
Activated Charcoal	Disposable Fitted Gurney Sheet	Lubricating Jelly
Adult BVM	Disposable Suction Tubing	Meconium Aspirator
Adult CO2 Cannula	Emergency OB Kit	Mounted Suction Unit Canister
Adult Disposable BP Cuff	ET Tube Cuffed 5.5mm - 9.0mm	N95 Respirator Flat Fold Mask
Adult ET Tube Holder	EZ-IO Needle - All Sizes	Nasal Airway 20fr - 36fr
Adult Extrication Collar	EZ-IO Stabilizer	Non-Sterile 4x4 (each)
Adult Flex Pulse Ox Sensor	Filter Needle 18ga	Normal Saline 1000 ml Bag
Adult Long Disposable BP Cuff	Gloves (Pair)	Normal Saline 50 ml Bag
Adult Nasal Cannula	Headblock	Normal Saline Flush 10ml
Adult NRB	Hypodermic Needle 19ga	Nylon D-Ring Restraint Straps
Adult Quick Combo Pad	Hypodermic Needle 21ga	Pressure Cuff Infuser Single Use
Adult/Pediatric CO2 Sampling Line	Hypodermic Needle 22ga	Protective Sleeves (Each Sleeve)
Albuterol Sulfate 2.5mg/ml	I-Gel Device (all sizes)	Small Adult Disposable BP Cuff
Alcohol Prep Pad	Infant BVM	Spit Hood
Ammonia Inhalant	Infant Disposable BP Cuff	Sterile 4x4 (Pack) Total
Bandaid	Infant Flex Pulse Ox Sensor	Sterile Cric Kit Total
Biohazard Bag 7-10 Gallon	Instant Cold Pack	Sterile Water for Irrigation Total
Biohoop Bag	IO Needle 15g	Suction Catheter 5 fr - 8 fr Total
Blue Sensor Electrode (Pack)	IV Catheter 14g - 24g	Suction Tip Hi-D Big Stick Total
Burn Jel Dressing Packet	IV Start Kit	SVN Bag Assist Nebulizer Kit Total
Coban	IV Tubing 10 Drop	
Conform Stretch Bandage Non-Sterile 4 in	IV Tubing 60 Drop	King Disposable Laryngoscope Blade
Conform Bandage Sterile 4in	IV Tubing Blood Set Y-Type	Syringe 10cc Blunt Tip Total
CPAP Mask	Lactated Ringers 1000 ml Bag	Syringe 1cc Total
SVN w/tubing Total	Precision Xtra Test Strip	Syringe 1cc w/Needle Total
Disposable Blanket	Lancet	Syringe 3cc Blunt Tip Total
Disposable Emergency Stretcher	Limb Restraints (Pair)	Syringe 5cc Blunt Tip Total

APPENDIX "A" (continued)

Description
Trauma Dressing 12 in x 30 in Total
Triangular Bandage Total
XL Adult Disposable BP Cuff Total
OPA - All sizes
Oxygen
Oxygen Supply Tubing
Paper Tape 1/2 in
Pediatric CO2 Cannula
Pediatric Extrication Collar
Pediatric Flex Pulse Ox Sensor
Pediatric NRB
Pediatric Quick Combo Pad
Pediatric/Child Disposable BP Cuff
Portable Suction Unit Canister

RESOLUTION NO. R2019.09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE TOWN OF GUADALUPE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (AGREEMENT) WITH THE WITH MARICOPA COUNTY ANIMAL CONTROL FOR THE PROVISION OF ANIMAL CONTROL SERVICES; AND, AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN ALL NECESSARY DOCUMENTS IN FURTHERANCE OF THIS AGREEMENT.

WHEREAS, The COUNTY maintains facilities, equipment, and trained personnel for provision of animal control services.

WHEREAS, The County is authorized to enter into this Agreement by A.R.S. § § 11-201, 11-952, 11-1005;

WHEREAS, The Town of Guadalupe is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

WHEREAS, The TOWN is in need of the animal control services and desires to enter into this Agreement with the County for Basic animal control services.

WHEREAS, TOWN and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

The Town of Guadalupe Mayor, or designee, is authorized to sign an Intergovernmental Agreement with Maricopa County Animal Control for the provision of animal control services. (Contract #C2019-14)

DATED, this 13th day of June, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David Ledyard, Town Attorney

INTERGOVERNMENTAL
AGREEMENT

JULY 1, 2019 THROUGH JUNE 30, 2020

AGREEMENT FOR ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The Town of Guadalupe

Contract #C2019-14

AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES

This Intergovernmental Agreement, ("Agreement"), is entered into by and between Maricopa County, administered through its Maricopa County Animal Care and Control Department ("Department"), (collectively, "COUNTY") and the Town of Guadalupe, ("TOWN"). The County and Town may be referred to individually as "Party or collectively as "Parties."

RECITALS

The COUNTY maintains facilities, equipment, and trained personnel for provision of animal control services.

The County is authorized to enter into this Agreement by A.R.S. § § 11-201, 11-952, 11-1005.

The Town of Guadalupe is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

The TOWN is in need of animal control services and desires to enter into this Agreement with the County for Animal Control Services.

The TOWN and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL PROVISIONS

1. Definitions:

After-Hours operations: Refers to the hours of 10 p.m. to 8 a.m. seven days a week and all County Observed Holidays.

Aggressive Dog: Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

Animal: Refers generally to dogs, but may also include cats that have bitten a human.

Animal At-Large: Dog that is not contained by an enclosure or physically restrained by a leash.

Animal Control Ordinance: Guadalupe Town Code Article 6-2 Dogs; Sec. 6-2-(5, 6, 9, 11, 11.01, &12) attached hereto as Appendix E.

Basic Animal Control Services: Includes the following services performed within the response periods prescribed in Appendix B:

- a. control or impound of animals (dogs) at large; and
- b. enforcement of licensing and rabies vaccination laws and ordinances; and
- c. rabies surveillance and impound of dogs and cats who have bitten a human.

Bite Animal At-Large: A dog or cat that has bitten a human.

County Observed Holidays: Holidays identified in Appendix D.

Limited Operation Hours: Refers to the hours of 5 p.m. to 10 p.m. seven days a week except County

Observed Holidays. Restricted access available to police and fire needing assistance with priority 1 and 2 activities. Not intended for general public access. Communication police line is direct service dispatcher to dispatcher.

Normal Hours of Operation: Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.

Priority 1 Dispatch: Request for service from the police or fire departments or calls from the public involving a Bite Animal At-Large.

Priority 2 Dispatch: Request for service involving an Animal At-Large on school property while school is in session; Aggressive Dogs or injured or sick Stray Dogs in imminent harm. May include lower level calls for service that require immediate attention based on the situation.

Priority 3 Dispatch: Request for service to impound Stray Dogs and to quarantine and investigate dog and cat bites to human; confined stray at business or private home; citizen request contact with officer to provide information on Stray Dog issue.

Priority 4 Dispatch: Request for service to enforce license or leash laws. The location of the dog and dog owner is known and a violation witnessed and reported for investigation of leash law.

Response Time: The time within which the County will respond to a call for service which varies based on the time of the call and the priority assigned to the call.

Stray dogs: Means any dog three months of age or older running at large that is not wearing a valid license tag.

2. Term:

The term of this Agreement is from July 1, 2019 through June 30, 2020 ("Initial Term"). This Agreement is effective upon full execution of the Parties.

3. Renewal:

This Agreement may be renewed for up to two successive two-year terms by the mutual agreement of the Parties, subject to availability and appropriation of funds for renewal. Any extension, modification or amendment to this Agreement shall be approved by both Parties in writing.

4. Amendment:

This Agreement supersedes all previous Agreements between the Parties concerning Animal Control Services. Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by authorized signers for Parties.

5. Termination:

Either party may, with or without cause, terminate this Agreement by giving the other Party sixty (60) days' prior written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same.

6. Insurance:

The Parties agree to secure and maintain sufficient insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

7. Record Keeping and Audits:

The Parties agree to maintain and furnish to each other such records and documents pertaining to the services provided pursuant to this Agreement as may be required by this Agreement and any applicable Federal and State laws, rules and regulations. Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 15 (E).

8. Default:

In the event of non-payment by TOWN, this Contract shall be terminated as of the date of delinquency and COUNTY obligations hereunder shall immediately cease.

9. County Reporting Obligations:

COUNTY shall provide TOWN with quarterly routine statistical and/or management reports which provide the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.

10. Amendments to Ordinances:

By this Agreement, the County has agreed to provide enforcement of the Animal Control Ordinances. If the Town changes its Ordinance, the County may at its option, decline to enforce the changes to the Animal Control Ordinance or enter into a written amendment adding enforcement of such changes which may include modification of service and additional payment terms.

11. Conflict of Interest:

Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel the Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party is at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any Town to any other Party to the Agreement with respect to the subject matter of the Agreement.

12. Indemnification:

To the extent permitted by law, the COUNTY and the Department does hereby covenant and agree to indemnify, defend and hold harmless the TOWN, its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the COUNTY and the Department, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

To the extent permitted by law, the TOWN does hereby covenant and agree to indemnify, defend and hold harmless the COUNTY its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the TOWN, its officers, employees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

13. Services:

The COUNTY agrees to provide the Animal Control Services in Appendix B.

14. Payment for Services:

The TOWN agrees to pay the COUNTY for Services performed under this Agreement in accordance with Appendix A of this Agreement as may be amended. The COUNTY will submit an invoice quarterly for Services to be provided. The TOWN will submit payment to COUNTY within 30 days of receiving of a correct invoice. For the initial term of this Agreement, the Town agrees to pay the County \$30,360. Thereafter, the Town shall pay the County those fees approved by the Maricopa COUNTY Board of Supervisors in accordance with a formula developed by the Department, which require full recovery of the COUNTY's direct and indirect costs. See Appendix A.

15. General Provisions:

- A. Force Majeure: Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, and acts of war, epidemics, and governmental regulations imposed after the fact, fire, communication line failures or power failures.
- B. This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- C. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the COUNTY or the TOWN in any State or Federal Court.
- D. The COUNTY and TOWN warrant they are in compliance with the provisions in A.R.S. § 41-4401 (e-verify).
- E. Notices. Whenever written notice is required or permitted to be given by any Party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States Mail in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to:
 - Animal Care and Control:
Finance Division
Maricopa County Animal Care and Control
2500 South 27th Avenue
Phoenix, AZ 85009
 - Town of Guadalupe:
Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
- F. This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any purported assignment in contravention of this provision shall be null and void.
- G. This Agreement shall be construed in accordance with the law of the State of Arizona.
- H. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.
- I. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the Parties for which they sign.

IN WITNESS WHEREOF, the Parties enter into this Agreement:

**MARICOPA COUNTY
BOARD OF SUPERVISORS**

TOWN OF GUADALUPE

By:

By:

Bill Gates, Chairman

Valerie Molina, Mayor

Attest:

Attest:

Fran McCarroll, Clerk of the Board

Jeff Kulaga, Town Manager / Clerk

This Agreement has been reviewed pursuant to A.R.S. § 11-952 *et. seq.* by the undersigned attorneys, who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By:

By:

Attorney for Board of Supervisors

David Ledyard, Town Attorney

APPENDIX A

COMPENSATION SCHEDULE ANIMAL CONTROL SERVICES

1. COUNTY Service Level: Basic
2. Service Cost for Initial Term: \$30,360

APPENDIX B

SERVICES

1. The COUNTY shall be responsible for and enforce rabies/animal control provisions in the Guadalupe Town Code, Article 6-2 Dogs; Sec. 6-2-(5, 6, 9, 11, 11.01, &12) within the geographic boundaries of Guadalupe and in accordance with the terms of this Agreement.
2. Minimum Staffing: Staff sufficient to respond to approximately 90% of service requests within the time prescribed below.
3. Response Times during Ordinary Operation Hours: During Ordinary Operation Hours, the County staff shall arrive at the scene of an animal control incident within the time prescribed below based on the Priority Dispatch classification:

Priority 1 -	1 hour
Priority 2 -	2 hours
Priority 3 -	5 hours
Priority 4 -	6 hours

4. Response Times during Limited Operation Hours: During Limited Operation Hours the County will respond only to Priority 1 and 2 calls. The County will respond to such calls within 1 and 2 hours of dispatch, respectively. The County will not respond to Priority 3 and 4 calls received after 5 p.m. until the commencement of the next Ordinary Operations period. Response times for such calls will be 5 and 6 hours respectively measured from the commencement of the next Ordinary Operation period.
5. After-Hours Response Times: After hours, the County will respond to Priority 1 calls involving bite animals within 3 hours of the dispatch within the geographic boundaries of the Town Guadalupe.

APPENDIX C – HOURS OF OPERATION

The facilities and locations specified below and will be available during the hours of operation indicated.

Services	DAYS & HOURS OF OPERATION	Telephone no.
<p><i>Regular Operation Hours: Open to the General Public. Call Center Hours taking calls.</i></p> <hr/> <p><i>Limited Operation Hours Police and Fire Only: Priority calls 1, 2, & 3.</i></p> <hr/> <p><i>After hours Operations: Police and Fire Only: Priority 1, imminent danger to human. Bite dog at large, Police Officer Bite, Public safety matter that may result in dispatching a dog to protect the public.</i></p>	<p>Monday – Sunday 8:00 a.m. to 5:00 p.m. except Christmas, New Year’s Day and Thanksgiving</p> <hr/> <p>Monday – Sunday 5:00 p.m. to 10:00 p.m. Every day of the year including holidays</p> <hr/> <p>Monday-Sunday 10:00 p.m. to 8:00 a.m. every day of the year including all holidays.</p>	<p>(602)506-7387(public) Government Official non- published line: (602)506-1309</p> <hr/> <p>Police & Fire non- published back line: (602)506-1309 (not public) Police Emergency Only</p> <hr/> <p>Police & Fire non- published back line: (602)506-1309 (not published) Police Emergency Only</p>

APPENDIX D –County Observed Holidays include the following marked day for Call:

- | | | | | |
|--|--|---|--|--|
| <input checked="" type="checkbox"/> New Year’s Day | <input type="checkbox"/> Washington’s birthday | <input type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input type="checkbox"/> Veteran’s Day |
| <input type="checkbox"/> Martin Luther King JR’s Birthday | <input type="checkbox"/> President’s Day | <input type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln’s birthday | <input type="checkbox"/> Good Friday | <input type="checkbox"/> Labor Day | <input type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Christmas Day |
| OTHER HOLIDAYS: | | | | |
| <input checked="" type="checkbox"/> Day After Thanksgiving | <input type="checkbox"/> Floating Holiday – | <input type="checkbox"/> Day Before Christmas | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | _____ (specify) | _____ (specify) |
| <input type="checkbox"/> Cesar Chavez Birthday | | | | |

- Officers work every day of the year. Enforcement services operate every day of the year. Reduced service is noted on the 3 holidays listed above. The call center is closed to the public. The dispatch police back line is open to law enforcement every day of the year. Field officer response is limited to priority 1 calls on the three major holidays listed.

APPENDIX E Town of Guadalupe

ARTICLE 6-2 DOGS

- 6-2-1 Definitions
- 6-2-2 Powers and Duties of the State Veterinarian and the Livestock Board
- 6-2-3 Powers and Duties of State Department of Health Services
- 6-2-4 Powers and Duties of Enforcement Agent
- 6-2-5 License Fees for Dogs; Issuance of dog tags; Classification
- 6-2-6 Kennel Permit; Fee; Violation; Classification
- 6-2-7 Anti-Rabies Vaccination; Vaccination and License Stations
- 6-2-8 Rabies Control Fund
- 6-2-9 Dogs Not Permitted at Large; Wearing License
- 6-2-10 Establishment of Pounds; Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees
- 6-2-11 Handling of Biting Animals; Responsibility for Reporting; Authority to Destroy Animals
 - 6-2-11.01 Vicious Dogs
- 6-2-12 Unlawful Interference with Enforcement Agent
- 6-2-13 Removing Impounded Animals
- 6-2-14 Unlawful Keeping of Dogs
 - 6-2-14.01 Disposal of Fecal Matter
- 6-2-15 Violation; Classification
- 6-2-16 Dogs; Liability
- 6-2-17 Proper Care, maintenance and Destruction of Impounded Animals

Section 6-2-1 Definitions

In this chapter unless the context otherwise requires:

- A. "Animal" means any animal of a species that is susceptible to rabies, except man.
- B. "At large" means on or off premises of the owner and not under control of the owner or other person acting for the owner. Any dog in a suitable enclosure or confined shall not be considered to be running at large.
- C. "Custodian" means any person keeping, possessing, harboring or maintaining any dog.
- D. "Department" means the state department of health services.
- E. "Enforcement agent" means that person in each county who is responsible for the enforcement of this chapter and the regulations promulgated thereunder.
- F. "Impound" means the act of taking or receiving into custody by the enforcement agent any dog or other animal for the purpose of confinement in an authorized pound in accordance with the provisions of this chapter.
- G. "Kennel" means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintained five or more dogs under controlled conditions.
- H. "Livestock" means neat animals, horses, sheep, goats, swine, mules and asses.
- I. "Owner" means any person keeping an animal other than livestock for more than six consecutive days.
- J. "Pound" means any establishment authorized for the confinement, maintenance, safekeeping and control of dogs and other animals that come into the custody of the enforcement agent in the performance of his official duties.
- K. "Rabies quarantine area" means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.
- L. "Stray dog" means any dog three months of age or older running at large that is not wearing a valid license tag.
- M. "Vaccination" means the administration of an anti-rabies vaccine to animals by a veterinarian or in authorized pounds by employees trained by a veterinarian.
- N. "Veterinarian", unless otherwise indicated, means any veterinarian licensed to practice in this state or any

- veterinarian employed in this state by a government agency.
- O. “Veterinary hospital” means any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it, or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.
- P. “Vicious animal” means any animal of the order carnivore that has a propensity to bite human beings without provocation and has been so declared after a hearing before a justice of the peace or a town magistrate.
- Q. “Vicious dog” means:
1. Any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domestic animals; or
 2. Any dog which because of its size, physical nature, or vicious propensity is capable of inflicting serious physical harm or death to humans and which would constitute a danger to human life or property if it were not kept in the manner required by this ordinance; or
 3. Any dog which, without provocation, attacks or bites, or has attacked or bitten, a human being or domestic animal; or
 4. Any dog owned or in the custody of a custodian primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting; or
 5. Any pit bull terrier, which shall be defined as any American Pit Bull Terrier or Staffordshire Bull Terrier or American Staffordshire Terrier breed of dog, or any mixed breed of dog which contains as an element of its breeding the breed of American Pit Bull Terrier or Staffordshire Bull Terrier or American Staffordshire Terrier as to be identifiable as partially of the breed of American Pit Bull Terrier or Staffordshire Bull Terrier or American Staffordshire Bull Terrier.

Section 6-2-2 Powers and Duties of the State Veterinarian and the Livestock Board

- A. The state veterinarian shall designate the type or types of anti-rabies vaccines that may be used for vaccination or animals, the period of time between vaccination and revaccination and the dosage and method of administration of the vaccine.
- B. The Arizona Livestock Board shall regulate the handling and disposition of animals classed as livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.

Section 6-2-3 Powers and Duties of State Department of Health Services

- A. The state department of health services shall regulate the handling and disposition of animals other than livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.
- B. The state department of health services may require the enforcement agent to submit a record of all dog licenses issued and in addition any information deemed necessary to aid in the control of rabies.

Section 6-2-4 Powers and Duties of Enforcement Agent

- A. The enforcement agent shall:
1. Enforce the provisions of this article and the regulations promulgated thereunder.
 2. Issue citations for the violation of the provisions of this article and the regulations promulgated thereunder. The procedure for the issuance of notices to appear shall be as provided for peace officers in Section 13-3903, A.R.S. except that the enforcement agent shall not make an arrest before issuing the notice.
 3. Be responsible for declaring a rabies quarantine area within area of jurisdiction. When a quarantine area has been declared, the enforcement agent shall meet with the state veterinarian and representatives from the department of health services and the game and fish department to implement an emergency program for the control of rabies within the area. Any regulations

restricting or involving movements of livestock within the area shall be subject to approval by the state veterinarian.

- B. The issuance of citations pursuant to this section shall be subject to the provisions of Section 13-3899, A.R.S.
- C. The enforcement agent may designate deputies.

Section 6-2-5 License Fees for Dogs; Issuance of dog tags; Classification

- A. The board of supervisors of each county may set a license fee which shall be paid for each dog three months of age or over that is kept, harbored or maintained within the boundaries of the state for at least thirty consecutive days of each calendar year. License fees shall become payable at the discretion of the board of supervisors of each county. The licensing period shall not exceed the period of time for revaccination as designated by the state veterinarian. Licensee fees shall be paid within ninety days to the board of supervisors. A penalty fee of two dollars shall be paid if the license application is made less than one year subsequent to the date on which the dog is required to be licensed under this article. If the license application is made one year or later from the date on which the dog is required to be licensed, an additional penalty fee of ten dollars shall be paid for each subsequent year up to a maximum of twenty-two dollars. This penalty shall not be assessed against applicants who furnish adequate proof that the dog to be licensed has been in their possession less than thirty consecutive days.
- B. Durable dog tags shall be provided. Each dog licensed under the terms of this article shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the county, the number of license and the date on which it expires. The tag shall be attached to a collar or harness which shall be worn by the dog at all times while running at large, except as otherwise provided in this article. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of a fee to the enforcement agent.
- C. License fees may be lower for dogs permanently incapable of procreation. An applicant for a license for a dog claimed to be incapable of procreation shall furnish adequate proof satisfactory to the enforcement agent that such dog has been surgically altered to be permanently incapable of procreation.
- D. Any person who falls within fifteen days after written notification from the enforcement agent to obtain a license for a dog required to be licensed, counterfeits or attempts to counterfeit an official dog tag, or removes such tag from any dog for the purpose of willful and malicious mischief or places a dog tag upon a dog unless the tag was issued for that particular dog is guilty of a class 2 misdemeanor.

Section 6-2-6 Kennel Permit; Fee; Violation; Classification

- A. A person operating a kennel shall obtain a permit issued by the board of supervisors of the county where the kennel is located except if each individual dog is licensed.
- B. The annual fee for the kennel permit is seventy-five dollars.
- C. A dog remaining within the kennel is not required to be licensed individually under Section 24-367, A.R.S. A dog leaving the controlled kennel conditions shall be licensed under Section 24-367, A.R.S. except if the dog is only being transported to another kennel which has a permit issued under this section.
- D. A dog who fails to obtain a kennel permit under this section is subjected to a penalty of twenty-five dollars in addition to the annual fee.
- E. A person who knowingly falls within thirty days after written notification from the county enforcement agent at obtain a kennel permit is guilty of a class 2 misdemeanor.

Section 6-2-7 Anti-Rabies Vaccination; Vaccination and License Stations

- A. Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used, and date revaccination is due. A duplicate of each rabies vaccination certificate issued shall be transmitted to the enforcement agent on or before the tenth day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this article and the regulations promulgated thereunder.
- B. A dog vaccinated in any other state prior to entry into Arizona may be licensed in Arizona provided that, at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in that state or a veterinarian employed by a government agency in that state, stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this article and the regulations promulgated thereunder.
- C. The enforcement agent shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

Section 6-2-8 Rabies Control Fund

- A. The enforcement agent or his authorized representative shall place the monies collected by him under the provisions of this article in a special fund to be known as the rabies control fund to be used for the enforcement of the provisions of this article and the regulations promulgated thereunder.
- B. Any unencumbered balance remaining in the rabies control fund at the end of a fiscal year shall be carried over into the following fiscal year.

Section 6-2-9 Dogs Not Permitted at Large; Wearing License

- A. No dog shall be permitted at large. Each dog shall be confined within an enclosure on the owner's property, secured so that the dog is confined entirely to the owner's property, or on a leash not to exceed six feet in length and directly under the owner's physical control when no on the owner's property.
- B. Any dog over the age of three months on or off the premises of owner and not under physical control of the owner or persons acting for the owner, or any dog not in a suitable enclosure which actually confined the dog, shall wear a collar or harness to which is attached a valid license tag. Any dog over the age of three months on the premises or the owner and either confined or under physical control of the owner or persons acting for the owner need not wear a collar or harness with a valid license attached provided that they are properly vaccinated, licensed and in compliance with all sections of this ordinance. Dogs used for control of livestock or while being used or trained for hunting or dogs while being exhibited or trained at a kennel club even or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events, need not wear a collar or harness with a valid license attached provided that they are property vaccinated, licensed and controlled.
- C. If any dog is at large on the public property, then said dog's owner or person acting for the owner is in violation of this ordinance.
- D. If any dog is at large on the public park or school property, then said dog's owner or persons acting for the owner is in violation of this ordinance.

- E. If any female dog during her breeding or mating season or any vicious dog at large, then said dog's owner or persons acting for the owner is in violation of this ordinance.
- F. Any owner or persons acting for the owner who allows a dog to run at large shall be considered in violation of this ordinance unless one of the following four exceptions applies:
1. A dog is not at large if said dog is restrained by a leash, chain, rope or cord of not more than six (6) feet in length and of sufficient strength to control action of said dog.
 2. If said dog is used for control of livestock or while being used or trained for hunting or being exhibited or trained at a kennel club event or while engaged in races approved by the Arizona Racing Commission.
 3. While said dog is actively engaged in a dog obedience training class and accompanied by and under the control of his owner or persons acting for the owner or trainer as specified in section (j) below.
 4. If said dog, whether on or off the premises of the owner or persons acting for the owner, is controlled as provided in regulations (f)(1) of this ordinance, or is within a suitable enclosure which actually confines the dog.
- G. The owner or persons acting for the owner of a dog is responsible for the acts and conduct of the dog at all times when the dog is in a public park. All dogs three months of age or older in or upon the premises of a public park must be currently licensed and shall wear a collar and durable valid lines tag as provided by this ordinance.
- H. The owner or persons acting for the owner of a dog must restrain and control the dog at all times when in a public park by securing the dog with a leash of not more than six feet, except when the dog is in an enclosed area within the park, which has been designated by the (county/municipality) as a dog exercise area.
- I. At all times when a dog is off leash in a designated dog exercise area as provided in paragraph (h) above, the dog must be accompanied by and under the control of the owner or persons acting for the owner. Additionally, the owner or persons acting for the owner must at all times, have a leash of not more than six feet in length in his or her possession.
- J. At all times when a dog is off leash and participation in a dog show, exhibition or obedience class as provided in section (f) above:
1. The dog must be accompanied by and under the control of its owner or person acting for the owner or trainer or handler, who must all times have a leash in his or her possession; and
 2. The owner or persons acting for the owner, trainer or handler or authorized representative of a club or organization to whom a permit has been issued, shall have the permit on their person at all times and shall present the permit for inspection upon request, to any police officer, authorized member of the public parks staff or the enforcement agent.
- K. Any dog at large shall be apprehended and impounded by the Enforcement Agent.
1. Said agent shall have the right to enter upon private property when it is necessary to do so in order to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of such dog and shall not include entry into a domicile or enclosure which confines a dog unless it be at the invitation of the occupant.
 2. Said agent may issue a citation(s) to the dog owner or persons acting for the owner when the dog is at large. The procedure of the issuance of notice to appear shall be as provided for peace officers in ARS. Section 13-3903, except the county enforcement agent shall not make an arrest before issuing the notice. The issuance of citation(s) pursuant to this ordinance shall be subject to provision of ARS, Section 13-3899.
 3. In the judgment of the Enforcement Agent, if any dog at large or other animal that is dangerous or fierce and a threat to human safety cannot be safely impounded, it may be slain.

Section 6-2-10 Establishment of Pounds; Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees

- A. Any stray dog shall be impounded. All dogs and cats impounded shall be given proper care and maintenance.
- B. Each stray dog or any cat impounded shall be kept and maintained at the pound for a minimum of seventy-two hours unless claimed by its owner. Any person may purchase such a dog or cat upon expiration of the impoundment period, provided such person pays all pound fees and complies with the licensing and vaccination provisions of this article. If the dog or cat is not claimed within the impoundment period, the enforcement agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in a humane manner. If such dog or cat is to be used for medical research, no license or vaccination shall be required. The enforcement agent may destroy impounded sick or injured dogs or cats whenever such destruction is necessary to prevent such dog or cat from suffering or to prevent the spread of disease.
- C. Any impounded licensed dog or any cat may be reclaimed by its owner or such owner's agent, provided that the person reclaiming the dog or cat furnishes proof of right to do so and pays all pound fees. If the dog or cat is not reclaimed within the impoundment period, the enforcement agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in a humane manner. Any person purchasing such dog or cat shall pay all pound fees.

Section 6-2-11 Handling of Biting Animals; Responsibility for Reporting; Authority to Destroy Animals

- A. An unlicensed or unvaccinated dog or cat that bites any person shall be confined and quarantined in an authorized pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than seven days. A dog property licensed and vaccinated pursuant to this article that bites any person may be confined and quarantined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the enforcement agent.
- B. Any animal other than a dog or cat that bites any person shall be confined and quarantined in an authorized pound or, upon the request of and at the expense of the owner, at a veterinary hospital for a periods of not less than fourteen days, provided that livestock shall be confined and quarantined for the fourteen day period in a manner regulated by the Arizona Livestock board. If the animal is a caged rodent, it may be confined and quarantined at the home of the owner or where it is harbored or maintained, for the required period of time, with the consent of and in a manner prescribed by the enforcement agent.
- C. Any wild animal which bites any person may be killed and submitted to the enforcement agent or his deputies for transmission to an appropriate diagnostic laboratory.
- D. Whenever an animal bites any person, the incident shall be reported to the enforcement agent immediately by any person having direct knowledge.
- E. The county enforcement agent may destroy any animal confined and quarantined pursuant to this article prior to the termination of the minimum confinement period for laboratory examination for rabies if:
 1. Such animal shows clear clinical signs of rabies.
 2. The owner of such animal consents to its destruction.
- F. Any animal subject to licensing under this article found without a tag identifying its owner shall be deemed unowned.

- G. The county enforcement agent shall destroy a vicious animal upon an order of a justice of the peace or a town magistrate. A justice of the peace or town magistrate may issue such an order after notice to the owner, if any, and a hearing.

Section 6-2-11.01 Vicious Dogs

- A. A vicious dog is “unconfined” if the dog is not securely confined indoors or confined in a securely enclosed and locked pen or structure upon the premises of the owner or custodian of the dog. The pen or structure must have secure sides and a secure top attached to the sides. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground no less than one foot deep. All such pens or structures must be adequately lighted and kept in a clean and sanitary condition.
- B. Confinement – Owners and custodians of vicious dogs shall not allow their dog, or dogs, to be unconfined.
- C. Leash and Muzzle – Owner and custodians of vicious dogs shall not permit their dog or dogs to go beyond the premises of the property upon which the dog is confined unless the dog is securely muzzled and restrained by a chain leash and under the immediate physical restraint of an adult. The muzzle shall be made in a manner not to injure the dog or restrict its breathing, but shall prevent it from biting.
- D. Signs – Owners and custodians of a vicious dog or dogs shall display in a prominent place on the premises where the dog is confined a visible warning sign indicating that there is a vicious dog on the premises. A second such sign shall be posted on the pen or kennel or the animal.
- E. Dog Fighting – No person shall possess or harbor or maintain care or custody of any dog for the purpose of dog fighting, or train, torment, badger, bait or use any dog for the purpose of causing or encouraging the dog to attack human beings or other animals.
- F. Insurance – Owners of vicious dogs must, within 90 days of the enactment of this Ordinance, provide proof to the Town Clerk of public liability insurance in the amount of at least \$50,000, insuring the owner for any personal injuries inflicted by his or her vicious dog.

Section 6-2-12 Unlawful Interference with Enforcement Agent

It is unlawful for a person to interfere with the enforcement agent in the performance of his duties.

Section 6-2-13 Removing Impounded Animals

It is unlawful for a person to keep, harbor or maintain a dog within the town except as provided by the terms of this article.

Section 6-2-14 Unlawful keeping of Dogs and vicious dogs

It is unlawful for a person to keep, harbor or maintain a dog or vicious dog within the town except as provided by the terms of this article.

Section 6-2-14.01 Disposal of Fecal Matter

It is unlawful for any person owning, possessing, harboring or having the care, charge, control or custody of a dog to fail to immediately remove and thereafter properly dispose of any fecal matter deposited by said animal in any park or any public property including but not limited to streets, sidewalks, right of way, Town buildings, and parking lots. All such fecal matter shall be disposed of by immediately placing it in a closed or sealed container and thereafter depositing it into a trash receptacle, sanitary disposal unit or other closed and sealed container. This section shall not apply to blind persons or disabled persons accompanied by a service dog used for their assistance.

Section 6-2-15 Violation; Classification

Any person who fails to comply with the requirements of this article, or who violates any of its provisions, is guilty of a class 2 misdemeanor except as to the provisions of the Section 6-2-11.01. Persons who violate, or fail to comply with the provisions of, Section 6-2-11.01 shall be guilty of a Class 1 Misdemeanor.

Section 6-2-16 Dogs; Liability

Injury to any person or damage to any property by a dog while at large shall be the full responsibility of the dog's owner or person responsible for the dog when such damages were inflicted.

Section 6-2-17 Proper Care, Maintenance and Destruction of Impounded Animals

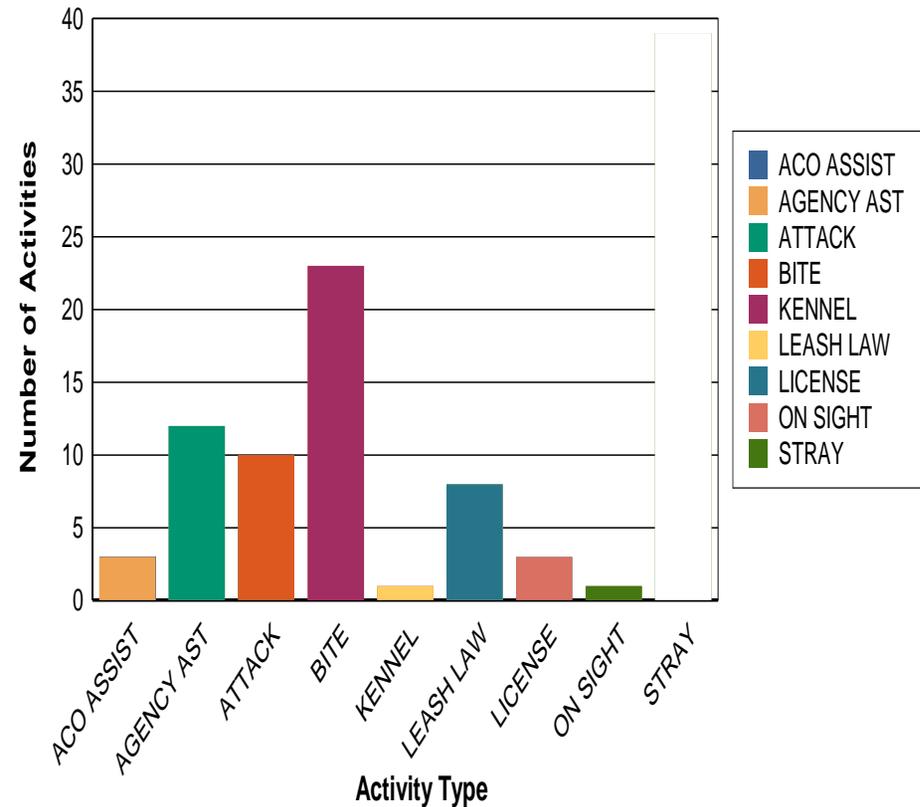
- A. Any animal impounded in a county, city or town pound shall be given proper and humane care and maintenance.
- B. Any dog or cat destroyed while impounded in a county, city or town pound shall be destroyed only by the use of one of the following:
 - 1. Sodium pentobarbital or a derivative of sodium pentobarbital.
 - 2. Nitrogen gas.
 - 3. T-61 Euthanasia solution or its generic equivalent.
- C. If any animal is destroyed by means specified in subsection B, paragraphs 1 or 3 of this section, it shall be done by a licensed veterinarian or in accordance with procedures established by the state veterinarian pursuant to Section 24-153, A.R.S
- D. The governing body of any county, city or town which operates a pound shall establish procedures for the humane destruction of impounded animals by the methods described in subsections B and C of this section.

**Activities for GUADALUPE
From 7/1/2017 to 6/30/2018**

ACO ASSIST	3	
2ND SNARE		3
AGENCY AST	14	
POLICE		14
ATTACK	10	
A-FATALITY		1
A-INJURY		5
H-INJURY		2
H-NO INJ		2
BITE	81	
FOLLOW UP		13
HEALTHCHK		24
INITIAL		44
KENNEL	2	
INSPECTION		1
RECEIVED		1
LEASH LAW	11	
AGGRESSIVE		4
FOLLOW UP		1
INITIAL		6
LICENSE	3	
FOLLOW UP		3
ON SIGHT	1	
WILL SHOW		1
STRAY	42	
AREA CHECK		15
CONFINED		5
INJURED		5
PATROL		4
RTO		4
WILL SHOW		9

Total Activities for GUADALUPE 167

Maricopa Coucntv Animal Control



**MCACC Activities for GUADALUPE
7/1/2018 to 9/30/2018**

<u>Activity Number</u>	<u>Type</u>	<u>Subtype</u>	<u>Address</u>	
A18-049129	STRAY	AREA CHECK	9050 S AVENIDA DEL YAQUI	
A18-048416	STRAY	CONFINED	9410 S AVENIDA DEL YAQUI	
A18-053851	BITE	HEALTHCHK	1701 W BASELINE	RD
A18-053851	BITE	INITIAL	1701 W BASELINE	RD
A18-053851	BITE	HEALTHCHK	1701 W BASELINE	RD
A18-053851	BITE	HEALTHCHK	1701 W BASELINE	RD
A18-053851	BITE	HEALTHCHK	1701 W BASELINE	RD
A18-053466	AGENCY AST	POLICE	5724 E CALLE BIEHN	
A18-053984	BITE	INITIAL	5449 E CALLE ENCINAS	
A18-053984	BITE	FOLLOW UP	5449 E CALLE ENCINAS	
A18-053984	BITE	FOLLOW UP	5449 E CALLE ENCINAS	
A18-053984	BITE	INITIAL	5449 E CALLE ENCINAS	
A18-053984	BITE	INITIAL	5449 E CALLE ENCINAS	
A18-053984	BITE	FOLLOW UP	5449 E CALLE ENCINAS	
A18-052852	BITE	INITIAL	5522 E CALLE ENCINAS	
A18-052852	BITE	INITIAL	5522 E CALLE ENCINAS	
A18-053952	STRAY	CONFINED	5822 E CALLE IGLESIA	
A18-049774	BITE	INITIAL	5416 E CALLE MAGDALENA	
A18-049774	LICENSE	FOLLOW UP	5416 E CALLE MAGDALENA	
A18-048870	BITE	INITIAL	5822 E CALLE MAGDALENA	
A18-051154	ATTACK	H-NO INJ	5801 E CALLE MEXICO	
A18-049192	BITE	INITIAL	8031 S CALLE SAHUARO	
A18-049192	BITE	FOLLOW UP	8031 S CALLE SAHUARO	
A18-049192	BITE	FOLLOW UP	8031 S CALLE SAHUARO	
A18-049192	BITE	HEALTHCHK	8031 S CALLE SAHUARO	
A18-049192	BITE	HEALTHCHK	8031 S CALLE SAHUARO	
A18-054636	ATTACK	A-FATALITY	5441 E CALLE SAN ANGELO	
A18-052407	STRAY	WILL SHOW	5503 E CALLE SENU	
A18-054155	STRAY	AREA CHECK	9625 S CALLE TOMI	
A18-052894	STRAY	AREA CHECK	9643 S CALLE TOMI	
A18-054794	STRAY	AREA CHECK	7518 E CALLE VAHI	
A18-054705	STRAY	AREA CHECK	7518 E CALLE VAHI	
A18-054797	AGENCY AST	POLICE	6519 E CALLE WOI	
A18-049192	BITE	INITIAL	3511 W VERNON	AVE

Total number of activities with sequences

MCACC Activities for GUADALUPE

10/1/2018 to 12/31/2018

<u>Activity Number</u>	<u>Type</u>	<u>Subtype</u>	<u>Address</u>			
A18-058660	STRAY	AREA CHECK	9206	S	AVENIDA DEL YAQUI	
A18-053851	LICENSE	FOLLOW UP	1701	W	BASELINE	RD
A18-064676	BITE	INITIAL	8026	S	CALLE AZTECA	
A18-064676	BITE	FOLLOW UP	8026	S	CALLE AZTECA	
A18-064676	BITE	INITIAL	8038	S	CALLE AZTECA	
A18-064676	BITE	FOLLOW UP	8038	S	CALLE AZTECA	
A18-057821	STRAY	AREA CHECK	8243	S	CALLE AZTECA	
A18-062268	STRAY	AREA CHECK	9038	S	CALLE AZTECA	ST
A18-064026	BITE	FOLLOW UP	5804	E	CALLE BIEHN	
A18-064026	BITE	FOLLOW UP	5804	E	CALLE BIEHN	
A18-058286	STRAY	INJURED	5420	E	CALLE CERRITOS	
A18-057167	STRAY	AREA CHECK	5521	E	CALLE ENCINAS	
A18-058884	STRAY	WILL SHOW	5825	E	CALLE GUADALUPE	RD
A18-060260	STRAY	AREA CHECK	5825	E	CALLE GUADALUPE	
A18-060389	ON SIGHT	AT LARGE	5825	E	CALLE GUADALUPE	
A18-055596	ATTACK	A-FATALITY	5443	E	CALLE IGLESIA	
A18-060868	STRAY	INJURED	5814	E	CALLE IGLESIA	
A18-064021	BITE	INITIAL	5825	E	CALLE IGLESIA	
A18-064026	BITE	INITIAL	5825	E	CALLE IGLESIA	
A18-060868	STRAY	INJURED	5905	E	CALLE IGLESIA	
A18-062050	STRAY	AREA CHECK	5415	E	CALLE MAGDALENA	
A18-058570	STRAY	AREA CHECK	5444	E	CALLE MAGDALENA	
A18-059899	STRAY	AREA CHECK	5502	E	CALLE MAGDALENA	
A18-063650	STRAY	INJURED	5639	E	CALLE MAGDALENA	
A18-064772	STRAY	WILL SHOW	8042	S	CALLE MARAVILLA	
A18-057374	ACO ASSIST	2ND SNARE	9423	S	CALLE MARAVILLA	
A18-057374	LEASH LAW	INITIAL	9423	S	CALLE MARAVILLA	
A18-056497	BITE	INITIAL	8014	S	CALLE SAGUARO	
A18-056497	BITE	INITIAL	8014	S	CALLE SAGUARO	
A18-063961	KENNEL	INSPECTION	9009	S	CALLE SAHUARO	
A18-059387	BITE	INITIAL	5549	E	CALLE SAN ANGELO	
A18-059387	BITE	HEALTHCHK	5549	E	CALLE SAN ANGELO	
A18-056899	STRAY	AREA CHECK	5806	E	CALLE SANTOS BRAVO	
A18-064676	BITE	FOLLOW UP	8035	S	CALLE TOMI	
A18-062446	BITE	FOLLOW UP	8816	S	CALLE TOMI	
A18-062446	BITE	INITIAL	8816	S	CALLE TOMI	
A18-062446	BITE	FOLLOW UP	8816	S	CALLE TOMI	
A18-062446	BITE	FOLLOW UP	8816	S	CALLE TOMI	
A18-064026	BITE	FOLLOW UP	9023	S	CALLE TOMI	
A18-064026	BITE	FOLLOW UP	9023	S	CALLE TOMI	
A18-064026	ACO ASSIST	2ND SNARE	9023	S	CALLE TOMI	
A18-064026	ACO ASSIST	2ND SNARE	9023	S	CALLE TOMI	
A18-064021	BITE	INITIAL	9023	S	CALLE TOMI	
A18-064026	BITE	INITIAL	9023	S	CALLE TOMI	
A18-064026	BITE	FOLLOW UP	9023	S	CALLE TOMI	
A18-064676	BITE	FOLLOW UP	9427	S	CALLE TOMI	
A18-064676	BITE	FOLLOW UP	9427	S	CALLE TOMI	
A18-064676	BITE	FOLLOW UP	9427	S	CALLE TOMI	
A18-064676	BITE	FOLLOW UP	9427	S	CALLE TOMI	
A18-060766	STRAY	AREA CHECK	8450	S	CALLE VAUO NAWI	
A18-058728	STRAY	WILL SHOW	9220	S	CALLE VAUO NAWI	
A18-058728	STRAY	WILL SHOW	9220	S	CALLE VAUO NAWI	
A18-060891	LEASH LAW	REPEAT OFF	9615	S	CALLE VAUO NAWI	
A18-060379	LEASH LAW	INITIAL	9615	S	CALLE VAUO NAWI	
A18-059387	BITE	INITIAL	0		PO BOX 3199	
A18-058786	STRAY	WILL SHOW	5300	S	PRIEST	DR
A18-055579	STRAY	CONFINED	5300	S	PRIEST	DR

**MCACC Activities for GUADALUPE
10/1/2018 to 12/31/2018**

<u>Activity Number</u>	<u>Type</u>	<u>Subtype</u>	<u>Address</u>	
Total number of activities with sequences				57

RESOLUTION NO. R2019.10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE TOWN OF GUADALUPE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (AGREEMENT) WITH THE WITH THE ARIZONA DEPARTMENT OF REVENUE TO PROVIDE ADMINISTRATION, COLLECTION, AUDIT AND/OR LICENSING OF TRANSACTION PRIVILEGE TAX, USE TAX, SEVERANCE TAX, JET FUEL EXCISE AND USE TAXES, AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE OF ARIZONA AND THE TOWN OF GUADALUPE.

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015, to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Arizona Department of Revenue (AZDOR) and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, the Town of Guadalupe (Town) has taken appropriate action by resolution, pursuant to the laws applicable to the governing body of the Town, to approve and authorize the Town to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

The Town of Guadalupe Mayor, or designee, is authorized to sign an Intergovernmental Agreement with the Arizona Department of Revenue to provide the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes imposed by the State of Arizona, cities or towns. (Contract #C2019-15)

DATED, this 13th day of June, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David Ledyard, Town Attorney

C2019- 15

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA AND
THE TOWN OF GUADALUPE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 13th day of June, 2019, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the Town of Guadalupe, an Arizona municipal corporation, hereinafter referred to as Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. Definitions

1.1 A.R.S. means the Arizona Revised Statutes.

- 1.4 Audit** means examination and verification of accounts and records to determine taxpayer compliance with title 42 of A.R.S. and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.5 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.6 Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.7 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.8 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.9 Federal Tax Information** means federal tax return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.10 Model City Tax Code** means the document defined in A.R.S. § 42-6051.
- 1.11 Modification** means a change to an assessment required or authorized by statute.
- 1.12 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.13 State** means the State of Arizona.
- 1.14 State & Municipal Audit Resolution Team (“SMART”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 14 below.
- 1.15 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.
- 1.16 Standard Audit Life Cycle Process Map:** A document containing the decisions and procedures adopted by the Department and Cities/Towns from the point of audit assignments until resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

- 1.17 Standard Authorization List Update Process Map:** A process containing the decisions and procedures adopted by the Department and Cities/Towns to keep an updated list of current employees and contractors who are authorized to receive confidential information consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.18 Standard Inter-Jurisdictional Transfer Process Map:** A process containing the decisions and procedures adopted by the Department and Cities/Towns to transfer tax from one City/Town to another City/Town upon a City/Town's request or during the audit process consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.19 Voluntary Disclosure Agreement:** A program that is designed for eligible taxpayers with exposure for tax liability and /or civil penalties due to a failure to report and/or pay all tax due.

2. Disclosure of Information by City/Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of names and job titles of duly authorized representatives acting on behalf of the Department authorized to request and receive Taxpayer Information from Cities/Towns as defined in the Standard Authorization List Update Process Map. This information shall be sent to Cities/Towns as defined in the Standard Authorization List Update Process Map. The Cities/Towns will not disclose Taxpayer Information to a Department employee whose name is not included on this list. Cities/Towns may contact the Department with any questions related to qualified recipients by contacting the Cities Services Unit.
- 2.2 Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.

2.3 **Municipal Ordinance:**

- (a) City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent to the Cities Services Unit electronically.
- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes or license fees to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of adoption of an ordinance. This information shall be sent to the Cities Services Unit electronically. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after city/town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. The Department will notify City/Town when the change has been made, and City/Town is responsible for confirming the change. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

2.4 Development and Impact Fees: Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Prior Audits: Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.

2.6 Other Information: City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential City/Town tax information is governed by A.R.S. § 42-2001 et seq., or Model City Tax Code Section 510 for all reporting periods prior to January 1, 2015.

3. Disclosure of Information by Department to City/Town

- 3.1 Qualified Recipients of Information:** City/Town shall provide a list of the names and job titles of duly authorized representatives acting on behalf of City/Town authorized to receive Confidential Information as defined in the Standard Authorization List Update Process Map. The Department will not disclose any Confidential Information to any representative whose name is not included on this list. The Department may contact City/Town with any questions related to authorized recipients.
- 3.2 Suspension of Information:** The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.
- (a) If the Department has information to suggest City/Town or any of its duly authorized representatives violated A.R.S. § 42-2001 et seq. or the Confidentiality Standards (Appendix A), the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
 - (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
 - (c) If City/Town is dissatisfied with the Department's determination, it may within ten calendar days, submit a written request to SMART requesting the group review the determination pursuant to Section 14.
 - (d) If the Department has information to suggest City/Town violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation upon notification to City/Town.
- 3.3 Information to be Provided:** Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:
- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and

- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(G) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(G) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to Section 3.2 of this agreement. Under no circumstances shall the suspension of any right to receive taxpayer information adversely impact the delivery or transfer of any City/Town revenues in any manner.

3.6 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B and the JT-1, TPT-2 and TPT-EZ forms provided in Appendix C meet the specificity requirements of City/Town. The forms provided in Appendix C may be revised and replaced as needed by mutual agreement of the Department and City/Town based on approval by SMART.

4. Audit

The Department shall administer the audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

4.1 Training: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide semi-annual audit training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;
- (c) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at any designated training location; and
- (d) Provide additional training, as needed, to inform auditors and supervisors regarding changes in State law, the Model City Tax Code, Audit Procedures or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City/Town may request the Department conduct an audit or review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department and the cities and towns shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit request.

- (b) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. The Department will provide City/Town with a determination to proceed or not within ten calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to audit a taxpayer having locations in two or more Arizona cities or towns and whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within fifteen (15) calendar days. No initial audit contact may occur between City/Town and a taxpayer until the Department approves the audit notice.
- (e) In the case of taxpayers doing business in more than one city/town:
 - (1) City/Town may either request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax, or
 - (2) City/Town may request to conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both cities' and state tax.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form. The Department shall notify City/Town of its decision regarding the request within fifteen (15) calendar days of receipt of the request.
- (f) The Department may deny a request for an audit in writing within 15 days of city/town request for the following reasons:
 - (1) An audit is already scheduled or planned for the taxpayer within six months of the request;
 - (2) The requested audit would interfere with strategic tax administration planning;
 - (3) The audit selection is discriminatory, an abuse of process or poses other similar defects;

- (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two years;
 - (6) The Department lacks sufficient resources to conduct the audit; or
 - (7) The scope or subject of the audit does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department's supervisor is appointed to the audit.
- (h) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SMART in accordance with Section 14 of this Agreement.
- (i) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors shall be trained in accordance with Section 4.1 above.
- (j) The Department may appoint a Department manager to supervise any audit conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.

- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above.
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assist with such reviews. The Department may assign a refund request to a City/Town auditor for review. The Department may only assign refund requests to a City/Town auditor if the City/Town is involved in the refund request.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds paid to the Department. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 Status Reports: The Department shall keep SMART apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. The Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty (30) calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

- 6.1 License Issuance and Renewal:** The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.
- 6.2 License Checks:** The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.
- 6.3 Confidentiality:** Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.
- 6.4 Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department's City Services Unit. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town.

7. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

8. Responsibility for Representation in Litigation

- 8.1 Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit in accordance with the Standard Audit Life Cycle Process Map. The Department shall be diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department or by City/Town.
- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.

8.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

8.4 Administrative Decisions: The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

9.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

9.2 Collections: The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town. The Department and City/Town may enter into an additional agreement to provide joint collection efforts on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 4.1 of this Agreement.
- (b) **Conflict of Interest:** A collector authorized under this provision may not:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by the City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment with the City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

(5) For a period of one year after he/she ends employment with the City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.

(c) **Revocation:** The Department may revoke an individual's or City/Town's authority to collect obligations under this section, subject to review by SMART upon request by the individual or City/Town.

9.3 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department will respond to the request via secured e-mail with a note stating complete, in-process, or unable to complete. When the City/Town request liquor license affidavits, they will need to elect the prescribed method if they are willing to pay for the Arizona Department of Liquor Licenses and Control (ADOLLC) hearing if the license is held for renewal until balance paid in full. The Department and City/Town will negotiate how the cost of the hearing will be shared between the Department and City/Town on a case by case basis.

9.4 Uncollectible/Discretionary Write-offs: The Department will share the annual list of uncollectible/discretionary write-offs prior to the end of fiscal year write-off event. City/Town will have 45 days to submit feedback.

9.5 Remittance: All amounts collected by the Department for Municipal taxes, penalties and interest under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

9.6 Abatement: The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating tax or closing accounts. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.

9.7 Funds Owed to City/Town: At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

9.8 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected cities or towns shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing taxpayer ruling requests and interpretations of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on cities and towns. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. Designated persons must be authorized to receive confidential information as authorized by Section 3.1 of this agreement. The Department shall include at least two representatives of the municipalities as regular members of any group established to respond to taxpayer ruling requests and to issue uniform interpretations and guidance promulgated by the Department. This section is not intended to affect procedures for appeals and litigation as outlined in Section 4.5 and Section 8 of this agreement.

11. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

12. Inter-Jurisdictional Transfers

The Department shall administer the inter-jurisdictional transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map.

13. Education and Outreach Efforts

To further its focus on serving taxpayers and to commitment of funding Arizona's future through enhanced customer service, continuous improvement, innovation, the Department is also expanding its outreach and education program to connect with all citizens of Arizona, strategically working with taxpayer and industry groups, tax practitioners and Arizona's Cities and Towns to ensure tax education of individual and business taxpayers.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers and business. Education and Outreach shall be consistent with applicable law and Department written guidance.

Increased Education and Outreach Efforts among the Department and the Cities/Towns will ensure collaborative partnerships that are beneficial to both that emphasizes an ongoing two-way exchange of information and communication on issues of common interest and is meant to promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement the workings of an Ambassador Program; whereby, the Department provides structure/support of curriculum for education related to tax administration and compliance. The City/Town will have a standard work process when participating in ADOR-led educational events.

The City/Town shall have a dedicated primary point of contact (PPOC) on its list of duly authorized representatives, who is located in Arizona and is tasked with sending and receiving communications between the ADOR and the Cities/Towns.

14. State & Municipal Audit Resolution Team (“SMART”)

- 14.1 Members:** The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SMART meeting.
- 14.2 Selection:** The Director of the Department shall appoint people to serve as members of SMART. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions.
- 14.3 Meetings:** SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented. Alternate members may attend meetings but cannot vote unless filling the seat of a regular member.
- 14.4 Issues:** The Department or City/Town may refer issues to SMART to include, but not limited to:
- (a) Decisions by the Department to not audit a taxpayer;
 - (b) Amendments to Department audit procedures or manuals;
 - (c) Closing Agreements or a range of settlement authority;
 - (d) Abatement or account closure in collections;
 - (e) Suspension of disclosure of information from the Department;

- (f) Unresolved disagreement regarding proposed changes to process maps listed in Sections 1.16, 1.17 and 1.18;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties.

14.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five members of SMART, the Director will accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five members of the group, the Director or Director's designee may act as he deems to be in the best interests of all parties. Notwithstanding the above, upon request by a City/Town, the Director will submit his decision to the Attorney General's Office for review.

14.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

14.7 Procedures: SMART shall develop procedures concerning the operation of the group consistent with this Agreement.

15. Funding of Additional Auditors by City/Town

15.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

15.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

15.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

15.4 Accounting: The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

16. Satellite Offices for Department Auditors

16.1 Funding: City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.

16.2 Requirements: Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.

16.3 Termination: Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.

16.4 License: All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17. Non-availability of Funds

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

18. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

19. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

20. Notice

(a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

rthaxton@guadalupeaz.org

(b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to: cityservices@azdor.gov.

21. Non-discrimination

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

22. Compliance with Immigration Laws and A.R.S. § 41-4401

22.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”

22.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

22.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

23. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

24. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of the Agreement.

25. Mutual Cooperation

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

26. Arbitration

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

27. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

28. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

29. Duration

- 29.1** The term of this Agreement shall commence from the latest date as indicated in Section 32 and continue in force through December 31st of that same year unless canceled or terminated as provided herein. The term of the Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein. Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 29.5 shall thereafter be executed by the parties hereto by a separate, signed amendment and incorporated herein to be effective during the term of the Agreement and any extensions. This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect. This Agreement shall expire on December 31st of any year the Department is subject to sunset review. Upon expiration, cancellation or termination, any subsequent Agreement must be ratified through signature by both parties.
- 29.2** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 29.3** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 29.4** Any notice of termination shall be mailed and served on the other party in accordance with Section 20 of this Agreement.
- 29.5** During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

30. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

31. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

32. Signature Authority

32.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

32.2 This Intergovernmental Agreement may be executed in counterpart.

Signature	Date	Signature	Date
			June 13, 2019
Grant Nülle, Deputy Director		Valerie Molina, Mayor	
Arizona Department of Revenue		Town of Guadalupe	
Entity Name		Entity Name	
1600 W. Monroe		9241 S. Avenida del Yaqui	
Address		Address	
Phoenix	Arizona	85007	Guadalupe, AZ 85283
City	State	Zip	City State Zip
RESERVED FOR THE ATTORNEY GENERAL:		RESERVED FOR CITY/TOWN ATTORNEY:	
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p>		<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ David Ledyard, TOWN ATTORNEY</p> <p>Date: June 13, 2019</p>	
<p style="text-align: center;">Signature Assistant Attorney General</p> <p>Date: _____</p>			

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Computer terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

4. Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Paper copies of Confidential Information must be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

5. Storing Data

- 5.1 Confidential Information may be stored on hard disks only if agency approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance including upgrades, and are being used. Access controls must include password security, an audit trail, encryption, virus detection, and data overwriting capabilities.

6. Encryption Requirements and Cryptographic Module Authentication

- 6.1 The City/Town information system must implement mechanisms for the authentication to a cryptographic module that meets the requirements of applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.
- 6.2 Validation provides assurance that when an agency implements cryptography to protect Confidential Information, the encryption functions have been examined in detail and will operate as intended.
- 6.3 All electronic transmissions of Confidential Information must be encrypted using FIPS 140-2 validated cryptographic modules. A product does not meet the FIPS 140-2 requirements by simply implementing an approved security function. Only modules tested and validated to FIPS 140-2 meet the applicability requirements for cryptographic modules to protect sensitive information. NIST maintains a list of validated cryptographic modules on its website <http://csrc.nist.gov/>
- 6.4 Confidential Information is required to be protected in transit and at rest. City/Town is requested to adhere to the following guidelines to use encryption:
- Encrypt the compressed file using Advanced Encryption Standard.
 - Compress files in .zip or .zipx formats.
 - Use a strong 256-bit encryption key string.
 - Ensure a strong password or pass phrase is generated to encrypt the file.
 - Communicate the password or pass phrase with the Department of Revenue through a separate email or via a telephone call to your DOR contact person. Do not provide the password or passphrase in the same email containing the encrypted attachment.
- 6.5 Refer to your specific file compression software user guide for instructions on how to compress and encrypt files. Known compatible products with DOR include but are not limited to WinZip and Secure Zip.
- 6.6 Please remember, while the attachment is encrypted, the content of the email message will not be encrypted, so it is important that any sensitive information be contained in the attachment (encrypted document).

7. Wireless Access (if accessing State Confidential Information from a wireless network)

7.1 City/Town must:

- Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- Authorize wireless access to the information system prior to allowing such connections.
- Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

8. Interconnection Security Agreement

- 8.1 Trusted Behaviors. The City/Town system and users are expected to protect ADOR's data in accordance with applicable state and federal laws.
- 8.2 Data Flows. The City/Town is responsible for creating architectural diagrams of any systems connecting to ADOR systems and depicting the flow of State Confidential Information.
- 8.3 Audit Trail Responsibilities. City/Town is responsible for auditing application processes and user activities involving any information interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers. Audits, and/or security actions taken by system administrators or security officers will be recorded and available for review by ADOR.
- 8.4 Incident Reporting. City/Town is required to notify ADOR in the event of data loss, breach, or security concern regarding ADOR's Confidential Information by reporting the incident to the ADOR Information Security Team by phone at (602) 716-6166 or email at InfoSec@azdor.gov.
- 8.5 DOR may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store or transmit any ADOR data at any time to ensure that ADOR information is adequately protected.

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2

- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2

- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Business Code
- Number of Accounts
- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date

- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

ARIZONA JOINT TAX APPLICATION (JT-1)



Customer Care and Outreach
ARIZONA DEPARTMENT OF REVENUE
 PO BOX 29032
 Phoenix, AZ 85038-9032

- IMPORTANT!** Incomplete applications WILL NOT BE PROCESSED.
- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
 - Required information is designated with an asterisk (*).
 - Return completed application AND applicable license fee(s) to address shown at left.
 - For licensing questions regarding transaction privilege tax, call Customer Care and Outreach: (602) 255-3381

You can register, file and pay for this application online at www.AZTaxes.gov. It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification Number or Social Security Number, <i>required if sole proprietor with no employees</i>		2* License Type – <i>Check all that apply:</i> <input type="checkbox"/> Transaction Privilege Tax (TPT) <input type="checkbox"/> Use Tax <input type="checkbox"/> Withholding/Unemployment Tax <i>(if hiring employees)</i> <input type="checkbox"/> TPT for Cities ONLY	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> Subchapter S Corporation <input type="checkbox"/> Government <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Estate <input type="checkbox"/> Receivership State of Inc. _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Trust Date of Inc. <u>M,M,D,D,Y,Y,Y,Y</u> <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership			
4* Legal Business Name			
5* Mailing Address – number and street		City	State
County/Region		ZIP Code	
6* Business Phone No. <i>(with area code)</i>		7 Email Address	
8 Fax Number <i>(with area code)</i>			
9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>			
10* NAICS Codes: Available at www.azdor.gov			
11* Did you acquire or change the legal form of an existing business? <input type="checkbox"/> No <input type="checkbox"/> Yes → You must complete Section F.		12* Are you a construction contractor? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(see bonding requirements)</i>	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.			
WITHHOLDING LICENSE ONLY			
13* Withholding Physical Location Number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City	State
County/Region		ZIP Code	
Country		Country	

Continued on page 2 →

FOR AGENCY USE ONLY		
<input type="checkbox"/> New	ACCOUNT NUMBER	DLN
	START	TRANSACTION PRIVILEGE TAX
<input type="checkbox"/> Change	S/E DATE	WITHHOLDING / SSN / EIN
	COMPLETED DATE	EMPLOYEE'S NAME
<input type="checkbox"/> Reopen	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country

Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country

Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona <i>M,M,D,D Y,Y,Y,Y</i>	2* Date Sales Began <i>M,M,D,D Y,Y,Y,Y</i>	3 What is your Estimated Tax Liability for your first twelve months of business?	
4 Filing Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Seasonal <input type="checkbox"/> Annual If seasonal filer, check the months for which you intend to do business: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC			
5 Does your business sell tobacco products? <input type="checkbox"/> Yes → <input type="checkbox"/> Retailer OR <input type="checkbox"/> Distributor		6 TPT Filing Method <input type="checkbox"/> Cash Receipts <input type="checkbox"/> Accrual	7 Does your business sell new motor vehicle tires or vehicles? <input type="checkbox"/> Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City	State ZIP Code
County		Country	
9* Name of Contact		* Phone Number (with area code)	Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location			2* Phone Number (with area code)		
3* Physical Location of Business or Commercial/Residential Rental Number and street <i>(Do not use PO Box, PMB or route numbers)</i>			City	State	ZIP Code
County/Region			Country		
Residential Rental Only – Number of Units			Reporting City <i>(if different than the physical location city)</i>		
4* Additional County/Region Indian Reservation/City: County/Region Indian Reservation and City Codes available at www.azdor.gov					
County/Region			City		
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov					
State/County			City		

If you have more locations, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION E: Withholding & Unemployment Tax Applicants

<p>1* Regarding THIS application, Date Employees First Hired in Arizona M, M D, D Y, Y, Y, Y</p>	<p>2 Are you liable for Federal Unemployment Tax? <input type="checkbox"/> Yes → First year of liability: Y, Y, Y, Y</p>												
<p>3 Are individuals performing services that are excluded from withholding or unemployment tax? <input type="checkbox"/> Yes → Describe services: _____</p>	<p>4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? <input type="checkbox"/> Yes → Attach a copy of the Ruling Letter.</p>												
<p>5 Do you have, or have you previously had, an Arizona unemployment tax number? <input type="checkbox"/> No <input type="checkbox"/> Yes → Business Name: _____ Unemployment Tax Number: _____</p>													
<p>6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">Hired Year</th> <th style="width:25%;">Hired Quarter</th> <th style="width:25%;">Paid Year</th> <th style="width:25%;">Paid Quarter</th> </tr> <tr> <td style="text-align:center;">Y, Y, Y, Y</td> <td style="text-align:center;">Q</td> <td style="text-align:center;">Y, Y, Y, Y</td> <td style="text-align:center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y, Y, Y, Y	Q	Y, Y, Y, Y	Q	<p>7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: \$20,000 gross cash wages Agricultural; \$1,000 gross cash wages Domestic/Household; not applicable to 501(c)(3) Non-Profit.</small></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Year</th> <th style="width:50%;">Quarter</th> </tr> <tr> <td style="text-align:center;">Y, Y, Y, Y</td> <td style="text-align:center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter										
Y, Y, Y, Y	Q	Y, Y, Y, Y	Q										
Year	Quarter												
Y, Y, Y, Y	Q												
<p>8 When did/will you first reach the 20th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.</small></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Year</th> <th style="width:50%;">Quarter</th> </tr> <tr> <td style="text-align:center;">Y, Y, Y, Y</td> <td style="text-align:center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q								
Year	Quarter												
Y, Y, Y, Y	Q												

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

<p>1* Did you acquire or change all or part of an existing business? <input type="checkbox"/> All <input type="checkbox"/> Part</p>	<p>2* Date of Acquisition M, M D, D Y, Y, Y, Y</p>	<p>3* EIN of Business Under Previous Owner</p>
<p>4* Previous Owner's Telephone Number</p>	<p>5* Name of Business Under Previous Owner</p>	<p>6* Name of Previous Owner</p>
<p>7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) <input type="checkbox"/> All <input type="checkbox"/> Part</p>	<p>8* Date of Change M, M D, D Y, Y, Y, Y</p>	<p>9* EIN of Previous Legal Form</p>

SECTION G: AZTaxes.gov Security Administrator

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

<p>1 Print or Type Name</p>	<p>2 Print or Type Name</p>
<p>Title</p>	<p>Title</p>
<p>Date</p>	<p>Date</p>
<p>Signature</p>	<p>Signature</p>

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
This application is available in alternative formats at Unemployment Insurance Tax Office.

PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION I: State/County & City License Fee Worksheet

ALL FEES ARE SUBJECT TO CHANGE. Check for updates at www.azdor.gov.

To calculate **CITY FEE**: Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$2.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$0.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$2.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$20.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$0.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$20.00	
Eagar	EG		\$10.00		Patagonia	PA		\$0.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$46.00		Phoenix**	PX		\$50.00		Willcox	WC		\$1.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$5.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		\$35.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						

Subtotal City License Fees (column 1)	Subtotal City License Fees (column 2)	Subtotal City License Fees (column 3)
\$	\$	\$

AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

	No. of Loc's	Fee per Location	TOTAL
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BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00
 \$12.00 \$

Residential Rental License Fees - Only Chandler, Phoenix, and Scottsdale
 Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).
 No. of Units No. of Loc's City Fee

ONLY CHANDLER, PHOENIX, and SCOTTSDALE should use this section.
DO NOT use the fee chart above to calculate license fees.
 The amount for each city CANNOT EXCEED \$50.00

Residential Rental License-Chandler			\$
Residential Rental License-Phoenix			\$
Residential Rental License-Scottsdale			\$

CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale)..... \$

DD TOTAL DUE (Add lines AA + BB + CC)..... \$

- Make check payable to Arizona Department of Revenue.
- Do not send cash.
- Include FEIN or SSN on payment.
- License will not be issued without full payment of fee(s).

**If your only business is under Class 213, Commercial Lease, there is no license fee due.



ARIZONA DEPARTMENT OF REVENUE
GENERAL INSTRUCTIONS FOR ARIZONA JOINT TAX APPLICATION (JT-1)

Online Application

Go to www.AZTaxes.gov

Notice for Construction Contractors:
Due to bonding requirements, construction contractors are not permitted to license for transaction privilege tax online. For more information, please contact us.

Mailing Address

Arizona Department of Revenue
 PO Box 29032
 Phoenix, AZ 85038-9032

Customer Service Center Locations

8:00 a.m. – 5:00 p.m.
 Monday through Friday
 (Except legal Arizona state holidays)

Phoenix Office

1600 West Monroe
 Phoenix, AZ 85007

Mesa Office

1840 South Mesa Drive
 Building #1352
 Mesa, AZ 85201

(This office does not handle billing or account disputes)

Tucson Office

400 West Congress
 Tucson, AZ 85701

Customer Service Telephone Numbers

Licensing questions on Transaction Privilege, Withholding or Use Tax (Arizona Department of Revenue)
 (602) 255-3381

Unemployment Tax (Arizona Department of Economic Security)
 (602) 771-6602

E-mail: uitstatus@azdes.gov

The Arizona Joint Tax Application (JT-1) is used to apply for Transaction Privilege Tax, Use Tax, and Employer Withholding and Unemployment Insurance. The Application is called "Joint" because it is used by both the Department of Revenue and Economic Security.

USE THIS APPLICATION TO:

- **License New Business:** If you are selling a product or engaging in a service subject to transaction privilege tax, you will most likely need to obtain the state transaction privilege tax license (TPT) license.
- **Change Ownership:** If acquiring or succeeding to all or part of an existing business or changing the legal form of your business (sole proprietorship to corporation, etc.).

IMPORTANT: To avoid delays in processing of your application, we recommend you read these instructions and refer to them as needed to ensure you have accurately entered all the required information. **This application must be completed, signed, and returned as provided by A.R.S. § 23-722.**

- Please read form instructions while completing the application. Additional information and forms are available at www.azdor.gov.
- Required information is designated with an asterisk (*).
- Please complete Section I: State/County & City License Fee Worksheet to calculate and remit **Total Amount Due** with this application.

When completing this form, please **print or type in black ink**. Legible applications are required for accurate processing. The following numbered instructions correspond to the numbers on the Form JT-1.

If you need to update a license, add a business location, get a copy of your license, or make other changes: Complete a Business Account Update form and include a State fee of \$12 per location and any applicable fees related to locations within the City/Town jurisdictions. Additional information and forms are available at www.azdor.gov.

Section A: BUSINESS INFORMATION

1. Provide your **Federal Employer Identification No.** (FEIN) or Social Security No. (SSN) if you are a sole proprietor without employees. Taxpayers are required to provide their taxpayer identification number (TIN) on all returns and documents. A TIN is defined as the federal employer identification number (EIN) or SSN, depending upon how income tax is reported. The EIN is required for all employers. A penalty of \$5 will be assessed by the Department of Revenue for each document filed without a TIN.

2. **License Type (Check all that apply):**

Transaction Privilege Tax (TPT): Anyone engaged in a business taxable under the TPT statutes must apply for a TPT License before engaging in business. For TPT, you are required to obtain and display a separate license certificate for each business or rental location. This may be accomplished in one of the following ways:

- Each location may be licensed as a separate business with a separate license number for purposes of reporting transaction privilege and use taxes individually. Therefore, a separate application is needed for each location.
- Multiple locations may be licensed under a consolidated license number, provided the ownership is the same, to allow filing of a single tax return. If applying for a new license, list the various business locations as instructed below. If already licensed and you are adding locations, **do not use this application to consolidate an existing license. Please submit a Business Account Update form, available at www.azdor.gov.**

Withholding & Unemployment Taxes: Employers paying wages or salaries to employees for services performed in the State must apply for a Withholding number & Unemployment number.

Use Tax: Out-of-state vendors (that is, vendors with no Arizona location) making direct sales into Arizona must obtain a Use Tax Registration Certificate. In-state business not required to be licensed in Arizona for TPT purposes, making out-of state purchases for their own use (and not for resale) must also obtain the Use Tax registration.

TPT for cities only: This type of license is needed if your business activity is subject to city TPT which is collected by the state, but the activity is not taxed at the state level.

3. **Type of Organization/Ownership:** Check as applicable. A corporation must provide the state and date of incorporation.
4. Provide the **Legal Business Name** or owner or corporation as listed in its articles of incorporation, or individual and spouse, or partners, or organization owning or controlling the business.
5. Provide the **Mailing Address** (number and street) where all correspondence is to be sent. You may use your

home address, corporate headquarters, or accounting firm's address, etc. If mailing address differs for licenses (for instance withholding and unemployment insurance), please send a cover letter with completed application to explain.

6. Provide the **Business Phone Number** including the area code.
7. Provide the **Email Address** for the business or contact person.
8. Provide the **Business Fax Number** including the area code.
9. Provide the **Description of Business** by describing the major taxable business activity, principle product you manufacture, commodity sold, or services performed. Your description of business is very important and **MUST** link to the appropriate **NAICS Code** and **Business Code**.
10. Provide all **North American Industries Classification System (NAICS) Code(s)** that apply. The NAICS is identified for your business, based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one NAICS code. A current listing is available at www.azdor.gov.
11. If you acquired or changed the legal name of an existing business, you must complete Section F of this application. If you check NO, proceed to number 12.
12. If you are a construction contractor, read bonding requirements and submit the appropriate bonding paperwork with this application. If you check NO, proceed to number 13.
13. Provide the **Withholding Physical Location** of the business. This address cannot be a PO Box or Route Number.

Section B: IDENTIFICATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, MEMBERS/ MANAGING MEMBERS OR OFFICIALS OF THIS EMPLOYING UNIT

Provide the full name, social security number and title of all Owners, Partners, Corporate Officers, Members/ Managing Members or Officials of the Employing Unit. If you need additional space, attach Additional Owners, Partners, Corporate Officer(s) Addendum available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/ or managing members own more than 50% of, or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a General Disclosure/ Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Section C: TRANSACTION PRIVILEGE TAX (TPT)

1. Provide the **Date Business Started** in Arizona.
2. Provide the **Date Sales Began** in Arizona or estimate when you plan to begin selling in Arizona.
3. **Tax Liability:** Provide the amount of gross income you can reasonably expect to generate in your first twelve months of business. You will be set up for monthly filing unless your Estimated Tax Liability will result in a tax liability of less than \$8,000, which will require you to file quarterly.
4. Based on your tax liability, provide your filing frequency. If your total estimated annual combined Arizona, county and municipal TPT liability is:
 - Less than \$2,000, you may file and pay **annually**.
 - Between \$2,000 and \$8,000, you may file and pay **quarterly**.
 - Otherwise, your transaction privilege taxes are due **monthly**.

If your business is **Seasonal** or you are a transient **vendor**, indicate the months in which you intend to do business in Arizona.
5. Indicate whether your business sells **tobacco products**. If you checked yes, check the box to indicate if you are a retailer or distributor of tobacco products.
6. **TPT Filing Method:** Check which filing method your business uses for determining tax liability. Cash basis requires the payment of tax based on sales receipts actually received during the period covered on the tax return. When filing under the accrual basis the tax is calculated on the sales billed rather than actual receipts.
7. If you sell new **Motor Vehicle Tires or Vehicles**, you must file the Motor Vehicle Waste Tire Fee form (TR-1) available at www.azdor.gov. Sellers of new motor vehicles and motor vehicle tires in the state, for on-road use, are required to report and pay a waste tire fee to the Department of Revenue.
8. through 9. **Tax Records Physical Location** indicate the physical address where your tax records are located. Include the contact person's name and phone number.

Section D: TRANSACTION PRIVILEGE TAX (TPT) PHYSICAL LOCATION

1. Provide the Business Name, "**Doing Business As**" (**DBA**). DBA is the name of a business other than the owner's name or, in the case of a corporation, a name that is different from the legal or true corporate name. If it is the same as the **Legal Business Name** enter "same".
2. Provide the **Business Phone Number** including the area code.
3. Provide the **Physical Location** of the business. This address cannot be a PO Box or Route Number. Provide:
 - County/Region
 - Residential Rentals ONLY - Number of Units
 - Reporting City, if different from the **Physical Location** city. For example, if the location for the listed address

is listed in an adjacent city, such as Scottsdale, but the location of the business is actually within the city of Phoenix. See "TPT Rate Look Up" on www.AZTaxes.gov.

4. Provide if your business is located on an Indian Reservation; provide the **Additional County/Region Indian Reservation Code(s)**. A current listing is available at www.azdor.gov.

Provide the **Business Code(s)** including all State and City Business Code(s) that apply; based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one business code. A current listing is available at www.azdor.gov.

If you have more locations, attach Additional Business Locations form available at www.azdor.gov.

Section E: WITHHOLDING & UNEMPLOYMENT TAX APPLICANTS

1. Provide the **Date Employees First Hired** in Arizona.
2. If you are liable for Federal Unemployment Tax, check YES and enter the first year of liability.
3. If individuals in your business are performing services that are excluded from withholding or unemployment tax, check YES and describe the services these individuals are performing.
4. If your business has an IRS ruling that grants an exclusion from Federal Unemployment Tax, check YES and you must attach a copy of the Ruling Letter to this application.
5. If you have, or previously had an Arizona unemployment tax number, check YES and provide the business name you used and the unemployment number.
6. Provide the first calendar quarter Arizona employees were or will be hired and paid.
7. When do you anticipate or did you first pay a total of \$1,500 or more in gross wages in a calendar quarter? Indicate the year and quarter in which this occurred or will occur.
8. When do you anticipate or did you first reach the 20th week of employing 1 or more individuals for a full or partial day within the same calendar year? Indicate the year and quarter in which this occurred or will occur.

Section F: ACQUIRED BUSINESS INFORMATION

1. Did you acquire or change all or part of an existing business? If part, to obtain an unemployment tax rate based on the business's previous account, you must request it no later than 180 days after the date of acquisition or legal form of business change; contact the Unemployment Tax Office Experience Rating Unit for an Application & Agreement for Severable Portion Experience Rating Transfer (form UC-247; printable version available online at www.azui.com).

2. Provide the date you acquired the previous owner's business or changed the legal form of your existing business (sole proprietor to corporate, etc.).
3. through 6. Complete as indicated if you know the previous owner's information.
7. through 9. If you merely changed the legal form of your existing business, indicate whether or not you changed all or part of the business, the date of change and EIN of previous Legal Form of Business.

Section G: AZTAXES.GOV SECURITY ADMINISTRATOR

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

Section H: REQUIRED SIGNATURES

This application must be signed only by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business. This application CANNOT be signed by agents or representatives.

Section I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET

There are no fees for Withholding/Unemployment Insurance, or Use Tax registrations. State license fees are calculated per business location. To calculate the city license fees, use the listing of cities on page 4, Section I of this application. City fees are subject to change. Check for updates at www.azdor.gov.

- AA: TOTAL City License Fees – To calculate the city fees, multiply No. of Locations in the city by the license fee and enter sum in Subtotal City License Fees. Then calculate and enter the sum of columns 1 + 2 + 3. If you have a location in Phoenix and the business is only under Class 213, Commercial Lease, there is no license fee due.
- BB: TOTAL State License Fees – To calculate the state fees, multiply the No. of locations in the state by \$12.
- CC: TOTAL City Residential Rental License Fee – USE THIS SECTION FOR CHANDLER, PHOENIX AND SCOTTSDALE ONLY. These cities WILL NOT use the larger fee chart. To calculate Residential Rental license fee, multiple the No. of units by the No. of locations by \$2.00 (\$50.00 Annual Cap per license). The amount for each city CANNOT EXCEED \$50.00.
- DD: TOTAL DUE – Add lines AA + BB + CC.

Please send your payment for this amount. Failure to include your payment with this application will result in a delay in processing your license. Licenses are not issued until all fees have been paid.

Make checks payable to the Arizona Department of Revenue. Be sure to return all pages of the application with your payment. Retain a copy of the application for your records.

- DO NOT SEND CASH
- Include your EIN or SSN on payment

State/County Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
002	Mining - Nonmetal	014	Personal Property Rental	051	Jet Fuel Use Tax
004	Utilities	015	Contracting - Prime	053/055	Rental Car Surcharge
005	Communications	017	Retail	129	Use Tax Direct Payments
006	Transporting	019	Severance -Metalliferous Mining	153	Rental Car Surcharge - Stadium
007	Private (Rail) Car	023	Recreational Vehicle Surcharge	315	MRRA Amount
008	Pipeline	025	Transient Lodging	911	911 Telecommunications
009	Publication	029	Use Tax Purchases	912	E911 Prepaid Wireless
010	Job Printing	030	Use Tax from Inventory		
011	Restaurants and Bars	033	Telecommunications Devices		
012	Amusement	041	Municipal Water		
013	Commercial Lease	049	Jet Fuel Tax		

City Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
004	Utilities	020	Timbering & Other Extraction	116	Feed Wholesale
005	Communications	027	Manufactured Buildings	144	Hotel/Motel (additional tax)
006	Transporting	029	Use Tax	213	Commercial Rental, Licensing for Use
009	Publication	030	Use Tax from Inventory	214	Rental, Leasing and Licensing for Use of Tangible Personal Property
010	Job Printing	037	Contracting - Owner Builder	244	Lodging-Extended Stay
011	Restaurants and Bars	040	Rental Occupancy	313	Commercial Lease (additional tax)
012	Amusement	044	Hotels	315	MRRA Amount
015	Contracting - Prime	045	Rental Residential		
016	Contracting Spec Builder	049	Jet Fuel Tax		
017	Retail	051	Jet Fuel Use		
018	Advertising	062	Retail Sales Food for Home Consumption		
019	Severance - Metalliferous Mining	111	Additional Restaurants & Bars		

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
GG SUBTOTAL												
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II TOTAL (LINE GG + LINE HH = LINE II).....												
JJ EXCESS TAX COLLECTED												
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS).....												
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M)).....												

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
NN	CITY SUBTOTAL											
OO	CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)											
PP	CITY TOTAL (LINE NN + LINE OO = LINE PP)											
QQ	CITY EXCESS TAX COLLECTED											
RR	NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))											

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
AZ/COUNTY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
CITY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1				\$	
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
7				\$	
8				\$	
9				\$	
10				\$	
11				\$	
12				\$	
13				\$	
14				\$	
15				\$	
16				\$	
17				\$	
18				\$	
19				\$	
20				\$	
21				\$	
22				\$	
23				\$	
24				\$	
25				\$	
26				\$	
27				\$	
28				\$	
29				\$	
30				\$	
31				\$	
32				\$	
33				\$	
34				\$	
35				\$	
AA	SUBTOTAL OF DEDUCTIONS.....			\$	
BB	DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...			\$	
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....			\$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G

FINAL

**TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX**

LICENSE NUMBER: _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA	SUBTOTAL OF DEDUCTIONS.....				\$	
BB	DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....				\$	
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....				\$	

TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G

FINAL

RESOLUTION NO. R2019.11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA,
ESTABLISHING A PENSION FUNDING POLICY.

WHEREAS, new reporting requirements issued by the Governmental Accounting Standards Board (GASB) necessitate the creation and adoption by the Town of Guadalupe of a Pension Funding Policy ("Policy") (Exhibit A); and

WHEREAS, the Government Finance Officers Association ("GFOA") recommends the adoption of such a Policy as a best practice; and

WHEREAS, the Pension Task Force of the Arizona League of Cities and Towns recommends active management of the Town's Public Safety Pension Plan by the adoption of such a Policy; and

WHEREAS, bond rating agencies encourage pension funding policies to improve the management of pension plans; and

WHEREAS, the adoption of such a Policy will contribute to the improved financial management of the Town's pension costs; and

WHEREAS, the adoption of such a Policy will contribute to intergenerational equity through the allocation of costs across generations of taxpayers.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

1. That the Policy attached hereto is hereby approved and adopted.

DATED, this 13th day of June, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David Ledyard, Town Attorney

Exhibit A (Resolution No. R2019.11)

Town of Guadalupe Public Safety Personnel Retirement System Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the Town and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The Town's fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town of Guadalupe has one trust fund for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the Town's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Guadalupe Fire	1,279,986	2,354,819	1,074,833	54.4

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036.

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the Town of Guadalupe's liability
- The fluctuating cost of an UAAL causes strain on the Town's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY20 is \$135,187 and will be able to be paid from operating funds without diminishing Town services.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2018 Actuarial Valuation.

C2018-30A

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, Arizona 85283-2538

THIRD AMENDMENT TO THE PUBLIC DEFENDER CONTRACT

This Contract Agreement is made and entered into this 13th day of June, 2019, by the parties hereto Matthew A. Marner, the Contractor and the Town of Guadalupe, the Town, a municipal corporation organized pursuant to the laws of the State of Arizona.

The Parties herein do hereby agree, covenant and contract as follows:

1. The Contractor is currently providing public defender services to the Town of Guadalupe as an independent contractor pursuant to a Public Defender Contract which was entered into on August 30, 2016 and first amended on October 3, 2017. The term for the second amendment to the contract began on November 14, 2017 and expired on November 13, 2018. The term for the third amendment to the contract began on December 18, 2018 and expires on June 30, 2019.
2. The Parties wish to amend and extend this contract for an additional 6-month period as set forth hereafter:

Paragraph 10, Contract Term of the existing contract is hereby replaced and will now read:

The term of this contract will begin on July 1, 2019, and continue for a period of twelve (12) months therefrom and expire on June 30, 2020, unless extended by the mutual agreement of the parties.

3. In all other respects except as amended herein, the existing contract including Exhibits A and B attached thereto, will remain in full force and are incorporated hereby by reference as if set forth in full as is the attached Exhibit C.

CONTRACTOR

TOWN OF GUADALUPE

By _____
Matthew Marner, Esq. Defense Attorney

By _____
Valerie Molina, Mayor

ATTEST:

By _____
Jeff Kulaga, Town Manager/Clerk

By _____
FAITH, LEDYARD &
FAITH, PLC
David E. Ledyard, Esq.
Contracted Town Attorney

EXHIBIT C

CONTRACT FOR PERSONAL SERVICES
SOLE PROPRIETOR'S WAIVER OF WORKERS' COMPENSATION BENEFITS
Pursuant to A.R.S. § 23-961(L)

I am a sole proprietor and I am doing business as The Law Office of Matthew Marner, PLLC.

I am performing Services for the Town of Guadalupe, a municipal subdivision of the State of Arizona. I am not the employee of the Town of Guadalupe for Workers' Compensation benefits from the Town of Guadalupe. I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Valerie Molina, Mayor
Authorized Agent of the
Town of Guadalupe

June 13, 2019
Date

C2018-30
Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, Arizona 85283-2538

SECOND AMENDMENT TO THE PUBLIC DEFENDER CONTRACT

This Contract Agreement is made and entered into this 13th day of December, 2018, by the parties hereto Matthew A. Marnar, the Contractor and the Town of Guadalupe, the Town, a municipal corporation organized pursuant to the laws of the State of Arizona.

The Parties herein do hereby agree, covenant and contract as follows:

1. The Contractor is currently providing public defender services to the Town of Guadalupe as an independent contractor pursuant to a Public Defender Contract which was entered into on August 30, 2016 and first amended on October 3, 2017. The term for the second amendment to the contract began on November 14, 2017 and expired on November 13, 2018.
2. The Parties wish to amend and extend this contract for an additional 6-month period as set forth hereafter:

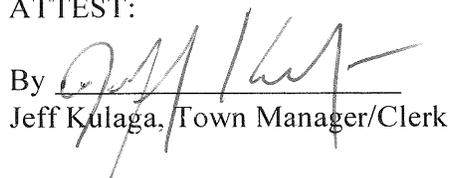
Paragraph 10, Contract Term of the existing contract is hereby replaced and will now read:

The term of this contract will begin on December 13, 2018, and continue for a period of approximately six (6) months therefrom and expire on June 30, 2019, unless extended by the mutual agreement of the parties.

3. In all other respects except as amended herein, the existing contract including Exhibits A and B attached thereto, will remain in full force and are incorporated hereby by reference as if set forth in full as is the attached Exhibit C.

CONTRACTOR
By 
Matthew Marnar, Esq. Defense Attorney

TOWN OF GUADALUPE
By 
Valerie Molina, Mayor

ATTEST:
By 
Jeff Kulaga, Town Manager/Clerk

By 
FAITH, LEDYARD &
FAITH, PLC
David E. Ledyard, Esq.
Contracted Town Attorney

EXHIBIT C

CONTRACT FOR PERSONAL SERVICES
SOLE PROPRIETOR'S WAIVER OF WORKERS' COMPENSATION BENEFITS
Pursuant to A.R.S. § 23-961(L)

I am a sole proprietor and I am doing business as The Law Office of Matthew Marnier, PLLC.

I am performing Services for the Town of Guadalupe, a municipal subdivision of the State of Arizona. I am not the employee of the Town of Guadalupe for Workers' Compensation benefits from the Town of Guadalupe. I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.



Valerie Molina, Mayor
Authorized Agent of the
Town of Guadalupe

December 13, 2018

Date

TOWN OF GUADALUPE
9241 South Avenida Del Yaqui
Guadalupe, Arizona 85283

PUBLIC DEFENDER CONTRACT

This Contract made and entered into this 30th day of August 2016 by and between Matthew A. Mamer, hereinafter designated as "Contractor," and the Town of Guadalupe, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Town."

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Services

a. Contractor shall provide the services as described in Exhibit A ("Services"), which shall be incorporated herein as though set forth in full. Contractor represents that he is licensed to practice law in the State of Arizona and that he is qualified by reason of competence, training, and experience to provide the Services.

b. Contractor shall supervise and direct the Services, using its best skill and attention and Town shall not have authority to supervise or control the Services of Contractor or Contractor's employees. Contractor shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Services. Contractor shall be responsible to the Town for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Services.

c. Contractor is not entitled to worker's compensation benefits from Town.

d. Contractor is free to establish and control its times of performance of the Services and Town shall not dictate times of performance.

e. Contractor is not required to perform Services exclusively for the Town during the term of this Contract.

f. Town and Contractor will retain separate business operations.

2. Independent Contractor

a. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not the Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Arizona revenue and taxation laws, Arizona workers' compensation law, and Arizona

unemployment insurance law. Contractor will retain sole and absolute discretion and judgment in the manner and means of carrying out Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Services. This Contract shall not be construed as creating any joint employment relationship between Contractor and Town, and Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

b. Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

3. Office

Contractor shall have an office or make arrangements to use an office that is located within a fifteen (15) mile radius of the Guadalupe Municipal Court for consultation with clients when appropriate. Contractor shall establish and maintain communications that will allow prompt receipt of and responses to electronic communications including, but not limited to, telephone, facsimile and electronic mail.

4. Labor and Materials

Contractor shall provide and pay and shall insure under the requisite laws and regulations for all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Services. Contractor shall provide and pay and insure for all tools necessary for the Services.

5. Permits and Fees and Taxes

Contractor shall secure and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

6. Indemnification

Contractor and its Surety, their successors and assigns, shall appear, defend, indemnify and hold harmless Town, members of Town's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, costs, including, but not limited to, wages or overtime compensation due employees in rendering services under this Contract, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, arising out of the Services performed under the terms of this Contract, or on account of any act or omission by Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under Workers'

Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Contractor, its agents, employees or representatives to fulfill Contractor's obligations under this Contract. It is the intent of the parties to this Contract that Town shall, in all instances, be indemnified against all liability losses, and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

7. Governing Law

This Contract shall be governed by the laws of the State of Arizona.

8. Insurance

Contractor shall purchase and maintain professional liability insurance in minimum amounts of \$250,000.00 per specific claim and \$500,000.00 per aggregate claim per occurrence.

If required by Town, Certificates of Insurance acceptable to Town and designating Town as an additional insured shall be filed with Town prior to commencement of the Services. The Certificates shall contain a provision that coverage is supported and that the policies will not expire, be canceled or changed until all Services has been completed and the Project has been accepted by the Town.

9. Contract Fee

Contractor shall be as set forth in Exhibit A attached hereto and made a part hereof. Contractor shall present his/her bill for services provided as set forth in Exhibit A, including reimbursable expenses. Town shall promptly pay said bill to Contractor. Town's payment shall be made only in the name of Contractor appearing on this written Contract.

10. Contract Term

The term of this Contract will commence on November 14, 2016, and continue for a period of 12 months therefrom or otherwise as may be set forth in Exhibit A.

11. Termination

Either party may terminate this Contract by providing thirty (30) days written notice. Guadalupe will continue to assign cases to Contractor for thirty (30) days in accordance with existing standard case assignment procedures and Guadalupe will compensate Contractor with a final payment according to the current payment schedule. At the end of thirty (30) days following notice, Guadalupe will cease assigning cases to Contractor, no further compensation will be paid, and Contractor will continue to represent remaining clients as required in this agreement until final disposition of the client's case(s). Contractor may request reassignment of a case(s). Contractor may request reassignment of a case (s) to another Public Defender. In such situations, Contractor will rebate to Guadalupe compensation calculated by multiplying the number of such reassigned cases by the current per-case rate in effect under the terms of the

current agreement. Town shall not terminate this Contract before the expiration of this contract term unless Contractor breaches the Contract or violates the laws of this state.

12. Successors and Assigns

Town and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of the Town.

13. Rights and Remedies

The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence of any briefs thereunder, except as may be specifically agreed in writing.

14. Litigation

Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

15. Conflict of Interest

Under Section 38-511, Arizona Revised Statutes, as amended, Town may cancel any Contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of Town is, at any time while the Contract or any extension thereof is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. In the event Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, Town agrees to immediately give notice thereof to Contractor.

16. Immigration Law Compliance Warranty

a. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

b. If Contractor uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

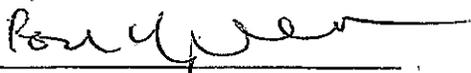
c. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

d. Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

e. If state law is amended, the parties may modify this paragraph consistent with state law.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year first herein written.

TOWN OF GUADALUPE

By 
Rosemary Arellano *Nov 7-2016*
Interim Town Manager

CONTRACTOR

By 
Matthew A. Marner Esq.
Defense Attorney

EXHIBIT A

SCOPE OF SERVICES & CONTRACT RATE

1. Contractor shall serve as a Town of Guadalupe Public Defender. Contractor shall provide the legal defense of persons assigned by the Town Magistrate who have been deemed to be indigent. Such services shall be on an "as needed" basis and Town does not guarantee any minimum compensation or salary.
2. Contractor shall render to the best of its abilities, in accordance with applicable professional standards, the services and legal representation and advice described herein during the continuance of this Contract.
3. Contractor agrees to faithfully represent the interests of the assigned defendants as public defender.
4. Contractor shall represent indigent defendants assigned to Contractor by a Magistrate of the Guadalupe Municipal Court unless Contractor is not ethically permitted to accept the representation under the Arizona Rules of Professional Conduct. Contractor shall represent defendants from the date of assignment through final disposition of their cases, whether the cases are completed during the agreement period or afterwards. On any day that the Guadalupe Municipal Court is open, Contractor may be required to appear as determined by the Court schedule. Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.
5. Contractor shall prepare for, and appear at, all court proceedings pertaining to assigned defendants, including, but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencing, orders to show cause, appeal proceedings and special actions, as well as appeals to higher courts. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction actions, until the time of a pretrial hearing, when Contractor shall be present. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction actions, until Contractor is relieved from the case by the Court.
6. Contractor shall provide personal consultation with clients when requested and otherwise appropriate. Contractor shall maintain personal contact with each defendant until defendant's case is terminated and shall, with reasonable diligence, notify defendant of official Court action resulting from defendant's nonappearance at scheduled Court sessions.

7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in State of Arizona vs. Michael Steven Watson, Arizona Supreme Court, 134 Ariz. 1, 653 P.2d 351 (1982) and in State of Arizona vs. Billy Don Lee, 142 Ariz. 210.
8. Contractor shall provide substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. In general, substitute counsel shall be used only when Contractor cannot serve as Public Defender because of illness, vacation or prior legal commitment in another Court. Contractor shall provide the the Town Attorney with the name(s), address(es) and telephone number(s) and professional resumes of substitute counsel who will be responsible for providing Public Defender services. Contractor will not be appointed cases if Contractor is not available to perform the duties described herein.
9. Guadalupe Municipal Court will provide interpreters for non-English speaking defendants for all in-court and pretrial proceedings. Contractor shall provide, at the Contractor's own expense, interpreters for all out-of-court matters.
10. Guadalupe will provide required forms for defendants to prepare and submit to the Guadalupe Municipal Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Guadalupe Municipal Court has determined that they are indigent and are entitled to Public Defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a Magistrate makes a determination of non-indigence of such a defendant, the Contractor shall not provide services pursuant to this Contract for that defendant. Contractor shall not solicit Contractor's Public Defender clients for future representation for a fee.
11. Contractor shall be responsible for completing all cases that are active at the end of the agreement period.
12. Guadalupe Municipal Court shall determine the assignment of all indigent cases to Contractor.
13. At no time shall Contractor's private practice caseload reach such a level, during Contractor's service as Public Defender, so as to jeopardize Contractor's ability to complete a case in Guadalupe Municipal Court.
14. Contractor shall not collect or receive any payment or remuneration from defendants assigned to Contractor under this agreement for services provided on the assigned cases.
15. Contractor shall provide, furnish, and pay for all of Contractor's overhead expense, including, but not limited to, office space, telephones, transportation, photocopies, photographs, office supplies, reports, secretarial services, publication of briefs, and out of court interpreters, and to make available equipment necessary to perform the services required by this Contract. Contractor will not be charged for photocopies of discoverable materials obtained from the Guadalupe's prosecutor's office.

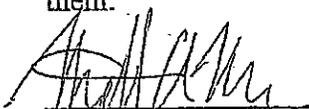
16. Contractor shall report any bar complaints, malpractice claims or lawsuits in which a determination, finding or decision adverse to the Contractor has been made to the Contract Administrator within five (5) working days of becoming aware of or receiving notice of the existence or occurrence of such determination, finding or decision
17. Contractor shall be paid two-hundred DOLLARS (\$200.00) per case. Cases that end in trial to the Court Contractor shall be paid a sum not to exceed five-hundred DOLLARS (\$500.00) and for cases that end in a trial by jury, the sum of fifty DOLLARS (\$50.00) an hour, not to exceed \$1000.00 (or the per case compensation set by the Presiding Judge for all Contractors performing public defender services). Contractor shall provide the Town monthly billing statements showing the cases assigned to Contractor during the month, providing the name of the Defendant, the case number, the date services were provided, and a general description of the services provided. Town shall pay Contractor, on a monthly basis, the monthly invoice amount based on the number of cases assigned in the previous month (\$200.00 per case or the per case compensation set by the Presiding Judge). Probation Violations, Probation Modifications, Probation Revocations, Appeals, Special Actions and Rule 32 petitions shall be considered a new case for purposes of compensation, and, in the case of multiple violations, the initial citation and one of the foregoing violations may be billed. A case shall be considered complete after sentencing, dismissal of the charges or acquittal. Contractor shall provide public defender services on a new case only after being appointed by order of the Court. Contractor shall not be required to accept more than twenty cases under this Contract.
18. Contractor acknowledges that the compensation is designed to pay approximately two-hundred Dollars (\$200.00) per case, on average over the term of the Contract, but recognizes that the average rate of compensation could be higher or lower depending on the nature of the cases assigned and the Contractor's proficiency. Contractor acknowledges that the level of compensation provided under this Contract is sufficient to permit the Contractor to perform the Scope of Services and meet the Contractor's ethical duties to the Client. Nothing herein, however, shall preclude Contractor from informing Town that, due to unforeseen and extraordinary circumstances, the time and expense of providing services under the terms of this Contract would preclude Contractor from meeting Contractor's ethical obligation to a client assigned pursuant to the terms of this Contract. In the event Contractor provides such notification, Town shall offer to meet and confer with Contractor to discuss alternatives, including jointly supporting a Motion to Withdraw as counsel for one or more matters assigned to Contractor under this Contract. Extraordinary cases and expenses will be reviewed on an individual basis by Town's general legal counsel.
19. Contractor is responsible for covering the Guadalupe Municipal Court the first or third Tuesday of the Month, as notified by Court. The Town will remit \$200.00 or the per case compensation set by the Presiding Judge to Contractor for the first case assigned to said Contractor on the covering day.

EXHIBIT B

CONTRACT FOR PERSONAL SERVICES - ATTACHMENT:
SOLE PROPRIETOR'S WAIVER OF WORKERS' COMPENSATION BENEFITS
(Pursuant to A.R.S. § 23-961(L))

I am a sole proprietor and I am doing business as

The Law Office of Matthew A. McGuire, PLLC I am performing Services as an independent contractor for the Town of Guadalupe, a municipal subdivision of the State of Arizona. I am not the employee of the Town of Guadalupe for Workers' Compensation purposes, and, therefore, I am not entitled to Workers' Compensation benefits from the Town of Guadalupe. I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.


Sole Proprietor

8/30/16
Date


Authorized Agent of the
The Town of Guadalupe

11-7-2016
Date

Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, Arizona 85283-2538

FIRST AMENDMENT TO THE
PUBLIC DEFENDER CONTRACT

This Contract Agreement is made and entered into this 3 day of October 2017 by the parties hereto Matthew A. Marner, the Contractor and the Town of Guadalupe, the Town, a municipal corporation organized pursuant to the laws of the State of Arizona.

The Parties herein do hereby agree, covenant and contract as follows:

1. The Contractor is currently providing public defender services to the Town of Guadalupe as an independent contractor pursuant to a Public Defender Contract which was entered into on August 30, 2016. The term for said contract began on November 14, 2016 and will expire on November 13, 2017.
2. The Parties wish to amend and extend this contract for an additional 12-month period as set forth hereafter:

Paragraph 10, Contract Term of the existing contract is hereby replaced and will now read:

The term of this contract will begin on November 14, 2017 and continue for a period of twelve (12) months therefrom and expire on November 13, 2018, unless extended by the mutual agreement of the parties.

3. In all other respects except as amended herein, the existing contract including Exhibits A and B attached thereto, will remain in full force and are incorporated hereby by reference as if set forth in full as is the attached Exhibit C.

CONTRACTOR


Matthew A. Marner, Esq.
Defense Attorney
10/3/17

TOWN OF GUADALUPE

By 
Mayor Valerie Molina

Attest:


Robert Thaxton, Interim Town
Manager/Clerk

Approved as to Form:

By 
FAITH, LEDYARD & FAITH, PLC
David E. Ledyard, Esq.
Contracted Town Attorney
10/17/2017

RESOLUTION NO. R2019.12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, TO ENTER INTO A CONTRACT WITH THE AREA AGENCY ON AGING TO PROVIDE FUNDING TO THE TOWN OF GUADALUPE FOR THE PURPOSE OF PROVIDING SERVICES TO ELDERLY COMMUNITY MEMBERS.

WHEREAS, the Area Agency on Aging (Agency) has been planning, developing, coordinating, and delivering critical services to older adults with disabilities and long-term care needs, providing support for residents in long-term care facilities and survivors of late life domestic violence and elder abuse since 1974; and,

WHEREAS, the Agency provides a variety of programs and services for community members; and

WHEREAS, the Agency partners with various municipalities to support local elder populations; and

WHEREAS, the Agency provides community members with volunteer opportunities to support the care of the elderly population; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

The Area Agency on Aging will provide \$138,872 in funding to the Town of Guadalupe. The funding shall be used to provide congregate meals, home delivered meals, multipurpose center operations, and transportation services to the Town of Guadalupe elderly community members.

DATED, this 13th day of June, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David Ledyard, Town Attorney

**Contract #2020-21-GUA
C2019-16**

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

Town of Guadalupe
9241 S Avenida del Yaqui
Guadalupe, Arizona 85283
480-730-3080 fax: 480-505-5368
EIN 86-0297728

DURATION OF THE CONTRACT, FY 2020: July 1, 2019 and shall end June 30, 2020

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO
Programmatic Authority: Shawn Pierce, Vice President of
Contract Administration
Daily Contacts: Michael Ashton, Contract Specialist

Jeff Kulaga, Town Manager
Jeff Kulaga, Town Manager
Veronica Matuz, Senior Center Director

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Same address as above.

This Contract is entered into by and between Town of Guadalupe, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required “additional insured” as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

TOWN OF GUADALUPE

Signature and Date

**Mary Lynn Kasunic, President & CEO
Area Agency on Aging, Region One**

Signature and Date

Jeff Kulaga, Town Manager

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2020-21-GUA

CONTRACTOR: Town of Guadalupe

Document *Original Contract*

Contract Term July 1, 2019 to June 30, 2020

Contract Payment Ceiling for All Services: **TOTAL: \$ 138,872**

CONTRACT OPERATING BUDGET

	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
REVENUE				
Area Agency	69,734	41,159	12,000	15,979
Project Income	5,987	72	-	29
Non-Fed Inkind	8,800	2,200	11,000	-
Non-Fed Cash	32,873	31,608	37,378	21,307
Other Federal	-	-	-	-
TOTAL	117,394	75,039	60,378	37,315
EXPENSES				
Personnel	47,680	32,458	25,861	20,501
ERE	11,685	8,250	7,846	5,713
Prof&Outside	800	800	800	-
Travel	-	3,784	-	11,101
Space	16,789	4,200	21,028	-
Equipment	-	-	-	-
Materials/Supl	37,371	23,119	1,801	-
Operating Svc	3,069	2,428	3,042	-
Indirect	-	-	-	-
TOTAL	117,394	75,039	60,378	37,315
Units	10,826	6,286	796	3,410
Unit Rate	\$ 10.84	\$ 11.94	\$ 75.85	\$ 10.94

TERMS AND CONDITIONS

- 1. Definitions of Terms** As used in this contract, the terms listed below are defined as follows:
- a. *Additional Insured* specifically includes all agencies and requirements as identified in **Section 6.b Additional Insured Requirements**.
 - b. *Area Agency* means the Area Agency on Aging, Region One, Incorporated.
 - c. *Begin Date* means the date the contract is officially enforce as identified in the Contract Signature page (page 1). The Contractor may start to provide services under this contract not earlier than the Begin Date. The Contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. Payments or reimbursements shall not be made under this contract until the effective date of this contract.
 - d. *Compensation* means that part of this contract that contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
 - e. *Contract* means the combination of the Request for Proposals , including Terms and Conditions, Specific Terms, Service Specifications and Scopes of Work; the Offer and any Best and Final Offer(s); Methodologies and Work Statements; any Solicitation or Contract Amendments; and any terms implied by law.
 - f. *Contract Amendment* means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
 - g. *Contract Expenditures* means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget and compensation terms and methods.
 - h. *Contract Monitor* means the Area Agency staff person who is assigned managerial responsibility for the contract.
 - i. *Contract Operating Budget* means the Contractor's itemized then condensed operating budget as approved through a Solicitation or Amendment.
 - j. *Contractor* means any person, agency, entity that has a contract with the Area Agency. Contractor shall also be referred to as Provider.
 - k. *Contract Term* means the period of time from the contract Begin Date to the contract termination date as awarded, extended, or terminated based on these contract provisions.
 - l. *Days* means calendar days unless otherwise specified.
 - m. *Department* means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
 - n. *Effective Date* means the date the Contractor is to start delivering services. The Effective Dates is specified on any proposal, Contract Signature page, or amendment.
 - o. *Eligible Persons* means the persons determined eligible for contract services in accordance with the criteria set forth by this contract.
 - p. *Equipment* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land buildings, structures, or facilities' improvements).
 - q. *Fiscal Year* means the period beginning with July 1 and ending June 30.
 - r. *Gratuity* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - s. *Level of Service* means the number of units of service specified in the Contract Summary page.
 - t. *Materials* means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - u. *May* indicates something that is not mandatory but permissible.
 - v. *Offer* means bid, proposal, or quotation or *Solicitation*
 - w. *Procurement Officer* means the Area Agency President/CEO or designee who is duly authorized by Area Agency to enter into and administer contracts and make written determinations with respect to the contract.
 - x. *Quarter* means fiscal quarters July-September, October-December, January-March, and April-June.
 - y. *Reimbursement Ceiling* means the maximum amount payable by Area Agency to the Contractor under this Contract.

- z. *Scope of Work* means the Arizona Department of Economic Services description of service(s) to be provided pursuant to this contract.
- aa. *Service Specification* means the Area Agency description of service(s) to be provided pursuant to this contract.
- bb. *Services* means the furnishing of labor, time, product, or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- cc. *Shall, Must* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in default of contract.
- dd. *Should* indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information or comply with a “*should*” statement in a Scope of Work, Service Specification, or Area Agency directive, Area Agency may, at its sole option, ask the Contractor to provide the information or comply with the action.
- ee. *Solicitation* means an invitation for bids, a request for proposals, request for quotation, request for qualifications or *Offer*.
- ff. *State* means the State of Arizona, the Department of Economic Security, other Department(s) or Agency of the State that maintains authority in the contract.
- gg. *Subcontract* means any contract, expressed or implied, between the Contractor and another party or between the Contractor’s subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or providing any service required for the performance of the Contract.
- hh. *Vulnerable adult* means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

- a. Arizona Law The Arizona law applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- b. Compliance with Applicable Laws All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - i. This contract shall be governed and interpreted by the laws of the State of Arizona.
 - ii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements.
 - iii. Nothing in this contract shall be construed as a waiver of an Indian tribe’s sovereign immunity; nothing shall be construed as an Indian tribe’s consent to be sued or as consent by an Indian tribe to jurisdiction of any State Court.
 - iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
 - v. The Contractor shall comply with Public Law 101-121, Section 319 (31 USC Section 1352) as may be amended and 29 CFR Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
 - vi. The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- c. Implied Contract Terms Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
- d. Contract Order of Precedence In the event of a conflict in the provisions of the contract, as accepted by the

Area Agency and as it may be amended, the following shall prevail in the order set forth below:

- i. Terms and Conditions;
 - ii. Provider Specific Terms for Programs with ALTCS Funded Services
 - iii. Provider Specific Terms
 - iv. Scope of Work,
 - v. Service Specifications;
 - vi. Area Agency manuals, policies and directives;
 - vii. Documents referenced or included in the solicitation.
- e. Vehicle Lease All provisions of this contract are applicable to and extended to any Vehicle Lease that may be initiated between Contractor and Area Agency during the terms of this contract.
- f. Relationship of Parties
- i. The Contractor under this contract is an independent Contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
 - ii. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Area Agency or other funding source within this contract.
 - iii. Taxes or Social Security payments will not be withheld from an Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
- g. Severability The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
- h. No Parole Evidence This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this contract and no other understanding either oral or in writing shall be binding.
- i. No Waiver Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- a. Contract Term
- i. The term of this contract shall be for the period of time from the contract begin date identified on the Contract Signature page to the contract termination date identified on the Contract Signature page or extended in an amendment.
 - ii. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract (no billable activity outside the effective dates).
- b. Contract Extension
- i. The Area Agency has no obligation to extend or renew this contract. At the sole option of the Area Agency, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part.
 - ii. The Area Agency shall have the unilateral right to extend the contract period for additional one-year periods or portions thereof. The Terms and Conditions of any such contract extension shall remain the same as the original contract.
 - iii. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
 - iv. This contract may only be extended through a written amendment by mutual agreement of the parties.
- c. Cooperation and Understanding Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as the Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- d. Certifications The Contractor and its subcontractor(s) agree to sign the following certifications within this contract:
- i. the Certification Regarding Lobbying form, compliance with 49 CFR part 20
 - ii. the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered

Transactions form.

- e. Amendments This contract is issued under the authority of the Area Agency President/CEO who signed this contract. The contract may be modified only through a contract Amendment within the scope of the contract issued under the authority of the Area Agency President/CEO. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
- i. This contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the contract, unless done in writing and signed by the authorized representatives of the respective parties.
 - ii. A written amendment to this contract shall be required whenever there is a material change in the content including but not limited to the following:
 1. Reimbursement ceiling;
 2. Contract term if extended and/or reduced without terminating the contract;
 3. Service delivery plan, the scope of work, or the level/units of service to be provided;
 4. Rate paid per unit of service;
 5. Ownership or legal entity responsible for the contract; or
 6. For any other change in the terms and conditions of the contract which Area Agency deems substantial.
 - iii. Where a change does not fall in any of the categories listed in the above items, the Contractor must obtain approval from the Area Agency President/CEO prior to effecting the change.
- f. Subcontracts The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference all of the terms and conditions of this contract, amendments, manuals, and Area Agency directives. Area Agency will not allow a subcontract for any direct client / participant services, but may approve ancillary subcontracts for operational functions not related to direct client / participant services.
- i. Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
 1. Be on the Contractor's company letterhead and signed by an authorized representative of the Contractor;
 2. Contain the subcontractor's name, address, phone number, email and primary point of contact;
 3. Include all the certificates as included/required in this contract and as applicable signed by the subcontractor's authorized representative;
 4. Description of the subcontractor's small business status;
 5. Identification of the type of goods and/or services to be provided by the subcontractor;
 6. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 7. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
 8. The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of execution.
 - ii. Inclusive Contractor Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- g. Assignment and Delegation The Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO. Area Agency shall not

- unreasonably withhold approval.
- h. Arbitration The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).
- i. Predecessor and Successor Contracts The execution or termination of this contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or prior contract with the Contractor.
- j. Audit In accordance with the A.R.S. §35-214 **(does not pertain to municipalities)**, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this contract for a period of five (5) years after completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- k. Substantial Interest Disclosure
- i. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
 - ii. Leases or rental agreements or purchase of real property which would be covered by the above paragraph of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
 - iii. For the purpose of this section, the *relative* shall have the same meanings as in A.R.S. §38-502 as may be amended.
- l. Cooperation with Investigation Contractor, subcontractor, provider, vendor, staff, volunteers are to cooperate fully and truthfully with any Area Agency, State, or funding agency investigation, including but not limited to an investigation by an Internal Affairs division of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and/or witness from working with Area Agency clients up to terminating this contract.
- m. Notices All notices under this contract shall be directed in writing to the persons and addresses as specified on the Contract Signature page and/or Facility Location page of this contract.
- i. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this contract. Non-material alterations that do not require a written amendment are as follows:
 1. Change of address and/or telephone number;
 2. Change in Contract Authorized Signatory and his/her designee;
 3. Change in the name of the Contractor, where the ownership or responsible entity remains the same;
 4. Changes in the name and/or address of the person to whom notices are to be sent;
 5. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
 6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories or equal value increase in Contractor funds.
 - ii. In a Fixed Price with Price Adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to Area Agency that includes justification for the change and may receive written approval by Area Agency. Any such increase must be offset by an equal value decrease in any budget category or categories.
- n. Advertising, Publishing and Promotion of Contract
- i. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this contract without the prior written approval of the Area Agency President/CEO or designee.
 - ii. Any advertisement, publication, or other media of promotion of contracted services must include the following statement: *Services are funded in part by Area Agency on Aging, Region One, Incorporated.*
 - iii. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release.
 - iv. All reports and publications whether written, visual or verbal shall contain the following statement:

This program is funded through a contract with the Area Agency on Aging, Region One Incorporated. Any points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency or related funders.

- o. Ownership of Intellectual Property
 - i. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO.
 - ii. Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.
- p. Transfer of Knowledge The contractor shall, whenever feasible, share strategies and techniques with the Area Agency to transfer the skills and knowledge acquired in the delivery of the contracted service.
- q. Transition of Activities In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the Contractor, under this contract, shall work closely with the new contractor’s personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency’s authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- r. Federal Immigration and Nationality Act
 - i. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Contract.
 - ii. Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the contract. Should the Area Agency determine that the Contractor or any ~~of its~~ subcontractors be found noncompliant, Area Agency may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- s. Offshore Performance of Work Prohibited Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Area Agency shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- t. Pandemic Contractual Performance

- i. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 2. Alternative methods to ensure there are services or products in the supply chain.
 3. An up to date list of company contacts and organizational chart.
- ii. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the Area Agency shall have the following rights:
 1. After the official declaration of a pandemic, Area Agency may temporally void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 2. Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. §41-2537 as may be amended of the Arizona Procurement Code.
 3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion, may reinstate the temporarily voided contract(s).
- u. Israel Area Agency certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a "boycott," as that term is defined in A.R.S. §35-393, of Israel.

4. Contract Costs and Compensation

- a. Availability of Funds
 - i. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The Area Agency President/CEO shall be the authority in determining the availability of funds under this contract and the Area Agency shall keep the Contractor fully informed as to the availability of funds.
 - ii. If any action is taken by any county, state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the Area Agency may reduce funding, rates, and/or services or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated.
 - iii. The Area Agency President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
 - iv. Area Agency and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
 - v. Availability of Funds for the Current Fiscal Year Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or the Area Agency may take any of the following actions:
 1. Reduce payments or units authorized;
 2. Accept a decrease in price offered by the Contractor;
 3. Cancel the Contract; or
 4. Cancel the Contract and re-solicit the requirements
 - vi. Availability of Funds for the Next Fiscal Year Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State or the Area Agency for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- b. Contract Payment Types Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and as identified on the Contract Summary page(s) and defined as follows:
 - i. Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by the Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by

amending the contract.

- ii. Fixed Price With Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each Contract Budget and/or Contract Summary not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the Contract Budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by approval from Area Agency. Such modifications shall follow protocols as set forth in the Notices and Amendments sections of these Terms and Conditions.
- c. Contract Payment Provisions
- i. Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s).
 - ii. The Contractor shall report to the Area Agency in the manner prescribed by **Section 13.q. Reporting Requirements** of these Terms and Conditions and Service Specifications or other Area Agency directives. Upon receipt of applicable, accurate, and complete records, Area Agency shall authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
 - iii. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
 - iv. If Contractor's performance is less than 90% of contracted service levels or projecting to be less than 90% of contracted service levels; Area Agency may, at its option, reduce contracted funds up to an equal percentage of services provided.
 - v. Under no circumstances shall Area Agency make payment to the Contractor:
 - 1. That exceeds the unit authorized without an amendment to this contract;
 - 2. That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
 - 3. For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
 - vi. Failure to submit required financial and programmatic reports by the approved due date(s) may result, at the option of Area Agency, in the assessment of a penalty equal to one percent (1%) of Area Agency reimbursement ceiling for each occurrence. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. Should a penalty be assessed, the level of service shall remain unchanged.
 - vii. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
 - viii. Payments shall comply with requirements of A.R.S. Title 35 and 41. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
 - ix. In order to receive payment, the Contractor shall have a current IRS w-9 form on file with the Area Agency unless not required by law.
- d. Compensation for Rate or Fixed Price
- i. Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
 - ii. The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
 - iii. The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
 - iv. The Contractor shall be entitled to bill the Area Agency only for those units of service that have

- been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- v. The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.
 - vi. The Area Agency President/CEO shall be the sole determiner of the availability of funds.
- e. Compensation for Fixed Price with Price Adjustment
- i. Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
 - ii. At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
 - iii. If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
 - iv. The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- f. Applicable Taxes
- i. The Contractor shall be responsible for paying all applicable taxes.
 - ii. The State of Arizona and the Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - iii. Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State of Arizona, Area Agency, and its funders harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workmen's Compensation.

5. Indemnification

- a. Indemnification
- i. Contractor/Vendor Indemnification (Not Public Agency): The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Area Agency or the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - ii. Public Agency Language Only: To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.
- b. Indemnification Clause To the extent permitted by law, the parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering

into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

- c. **Indemnification for Subcontractor** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.
- d. **Indemnification – Patent and Copyright** To the extent permitted by law, the Contractor shall indemnify and hold harmless both Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the Area Agency or the State of materials furnished by Contractor or work performed under this contract by Contractor. The Area Agency shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

6. Insurance

- a. **Insurance Requirements** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and State of Arizona, in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- b. **Additional Insured Requirements** For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
- i. Required Agencies
 - Area Agency on Aging, Region One Incorporated
 - State of Arizona and Department of Economic Security
 - Banner University Family Plan
 - UnitedHealthcare Community Plan
 - n/a** Maricopa County Public Health Department
 - Mercy Care Plan
 - n/a** Total Transit Enterprises, LLC/ Total Transit, Inc./ Veyo, LLC
 - ii. The policy shall be endorsed to include the following Additional Insured language:

“The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor”.
 - iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.

- iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
- vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- c. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
- General Aggregate \$3,000,000 (ALTCs) / \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written & Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.
- ii. Business Automobile Liability - Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.
- Combined Single Limit (CSL) \$1,000,000
1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
 2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.
- iii. Workers Compensation and Employers' Liability
1. Workers' Compensation Statutory
 2. Employers' Liability
 - a. Each Accident \$ 500,000
 - b. Disease – Each Employee \$ 500,000
 - c. Disease – Policy Limit \$1,000,000
 3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- iv. Professional Liability (Errors and Omissions Liability)
1. Requirements as follows
 - d. Each Claim \$1,000,000
 - e. Annual Aggregate \$2,000,000

2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.
- v. Fidelity Bond or Crime Insurance
- Bond Policy Limit \$100,000
 1. The bond or policy shall be issued with minimum limits of \$100,000.
 2. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 3. The bond or policy shall include coverage for third party fidelity.
 4. The bond or policy shall include coverage for theft and mysterious disappearance.
 5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.
- d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.
- f. Verification of Coverage
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
 - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
- h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- i. Exceptions
- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or

subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

- ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph **6.h. Approval of this section**, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.
 1. As provided in paragraph **6.h. Approval of this section**, the Area Agency President/CEO shall decide whether such modification may be permitted.
 2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this **Section 6 Insurance**.

7. Risk and Liability

a. Force Majeure

- i. Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- ii. Force Majeure shall not include the following occurrences:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- iii. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- iv. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is cause by force majeure.

- b. Third Party Antitrust Violations The Contractor assigns to the Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

8. Warranties

- a. Suspension and Debarment: The Contractor warrants that the corporation has not been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. If the Contractor is a sub-entity, franchise, or a DBA (doing-business-as) entity of another corporation or entity, Contractor makes the same warrant of suspension and debarment for the other corporation(s). If a Contractor has, prior to or during this contract, been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Contractor shall disclose that information to Area Agency in writing within

- ten (10) days of such debarment.
- b. Services The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Area Agency President/CEO may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
 - c. Liens The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
 - d. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be
 - i. Of a quality to pass without objection in the trade under the contract description;
 - ii. Fit for the intended purposes for which the materials are used;
 - iii. Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
 - iv. Adequately contained, packaged, and marked as the contract may require; and
 - v. Conform to the written promises or affirmations of fact made by the Contractor.
 - e. Fitness The Contractor warrants that any material supplied to the Area Agency shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.
 - f. Inspection/Testing The warranties set forth in subparagraphs Liens, Quality, and Fitness of this section are not affected by inspection or testing of or payment for the materials by the Area Agency.
 - g. Compliance with Applicable Laws
 - i. The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - ii. Contractor shall comply with the laws, rules, regulations and standards contained within the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants;" Title 45 Code of Federal Regulations Parts 74 and 96; and the Arizona Title XX Social Services Plan.
 - iii. Contractor shall comply with the laws, rules, regulations and standards contained within Title III of the Older Americans Act, as amended; Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 of the Code of Federal Regulations parts 1320, 1321, 1324, and 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.51, the Area Agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.
 - iv. Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Program.
 - v. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract and any disputes there under. Any action relating to this contract shall be brought in Arizona court.
 - vi. The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Contractor shall notify Area Agency no later than one hundred and twenty (120) days prior to any required compliance date if the Contractor is unwilling to or anticipates that it will be unable to meet these requirements. Receipt by the Area Agency of a notice of anticipated inability or unwillingness to comply with these requirements constitutes grounds for the termination of this contract.
 - h. Survival of Rights and Obligations after Contract Expiration or Termination
 - i. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, the Area Agency or State are not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - ii. Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor

prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

- iii. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

9. Contractual Remedies

- a. **Right to Assurance** If Area Agency in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may at Area Agency's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract. For designated agencies, termination shall comply with the Older American's Act legislation.
- b. **Stop Work Order**
 - i. The Area Agency, at any time, by written order to the Contractor, **may** require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be amended in writing accordingly.
- c. **Non-Exclusive Remedies** The rights and the remedies of the Area Agency under this contract are not exclusive.
- d. **Non-Conforming Tender** Materials or services supplied under this contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services the Area Agency may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e. **Right of Offset** Area Agency shall be entitled to offset, against any sums due the Contractor, any expenses or costs incurred by the Area Agency or damages assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the contract, including expenses, costs and damages.

10. Contract Termination

- a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- b. **Cancellation for Conflict of Interest** Pursuant to A.R.S §38-511 as may be amended, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S §38-511 as may be amended.
- c. **Gratuities** The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.

d. Suspension or Debarment

For non-governmental entities: The Area Agency may, by written notice to the Contractor, immediately terminate this contract if the Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency as identified in *Section 8.a. Suspension and Debarment*.

For governmental entities: Either party may, by written notice, immediately terminate this contract if either party has determined to have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency as identified in *Section 10.d. Suspension and Debarment*.

e. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.

f. Termination for Default

- i. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
- ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
- iii. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
- iv. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
- v. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
- vi. For designated agencies, termination shall comply with the Older American's Act legislation.

g. Continuation of Performance Through Termination Area Agency and the Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

h. Termination for Any Reason

- i. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The

Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

- ii. **Pertains to non-governmental entities only:** In the event of termination or suspension of the contract by the Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the State, and DES for any claim by any other party against Area Agency, the State, or DES arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

11. Services

- a. Services The Contractor shall provide the services as identified in the Contract Summary of this contract in accordance with the following:
 - i. Scope of Work(s);
 - ii. Service Specification(s);
 - iii. Specific Terms;
 - iv. Approved Methodology(s);
 - v. Documents referenced or included in the solicitation
 - vi. Approved Budget or Rate;
 - vii. Approved Outreach Plan(s), if applicable; and
 - viii. Other Area Agency manuals, policies, procedures, and directives.
- b. Delivery of Services Contractor shall notify and obtain prior approval from Area Agency for modifications affecting the delivery of services which may include but is not limited to the following:
 - i. Increase or decrease in the number of days of operations to existing facilities;
 - ii. Increase or decrease in the number of facilities where services are provided; or
 - iii. Changes to the Methodologies.
- c. Levels of Service
 - i. For designated non-case managed services, if the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
 - ii. Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein.
 - iii. Further, it is understood and agreed that this contract is for the sole convenience of the Area Agency and that the Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Area Agency.
 - iv. Area Agency makes no guarantee to purchase all of the service units contracted or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Area Agency may decrease and/or increase them by providing written notice to the Contractor.
 - v. Any administration within the Area Agency may obtain services under this contract.
 - vi. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
 - vii. When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
 - 1. It is expected that the Contractor will serve in excess of contract authorized, case managed, units by as much as 10% without obligation for an Area Agency funding increase.
 - 2. Contractor is expected to serve, at least, within 90% of contracted levels of service. The Area Agency reserves the right to amend the contract funding and units within the contract to correspond with projected levels of service.

12. Area Agency Responsibility

- a. Technical Assistance Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

13. Contractor Responsibility

- a. Audit
 - i. In compliance with the Federal Single Audit Act (31 U.S.C. per. 7501-7507 as may be amended and as OMB documents may be consolidated, renamed, or reconfigured), Contractors designated as sub-recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending federal funds from all sources totaling \$750,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 as may be amended. As outlined in A-133. the Audit Reporting Package shall include:
 1. Financial statements and a schedule of Expenditures of Federal Awards (SEFA)
 2. Summary schedule of prior audit findings
 3. Auditors Reports (detailed in the A-133)
 4. Corrective Action Plan
 - ii. The Area Agency's contract numbers and award amounts must be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Area Agency's Chief Finance Officer within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Area Agency's Contracts Department.
 - iii. All Contractors are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Area Agency contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to Area Agency within thirty (30) days after the completion of the audit.
 - iv. As prescribed in OMB Circular A-133, for-profit sub-recipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for Federal awards made to for-profit sub-recipients may include pre-award audits, Area Agency monitoring during the contract, and post-award audits.
 - v. Audits of non-profit corporations receiving federal or state monies required pursuant to federal or state law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. §35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- b. Background Checks for Employment through the Central Registry If providing direct services to children or vulnerable adults, the following shall apply:
 - i. The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this contract.
 - ii. The Contractor will conduct Central Registry Background Checks using the Area Agency contract number: **ADES15-089127**.
 - iii. The Contractor will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 1. All employees of a Contractor;
 2. A subcontractor of a Contractor and the subcontractor's employees; and
 3. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
 - iv. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - v. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. §41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. §41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - vi. Before being employed or volunteering in a position that provides direct services to children or

vulnerable adults, persons shall certify on forms provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

- vii. A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
 - viii. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.
 - ix. Contractors will conduct re-checks of any staff or volunteers:
 - 1. Upon request from Area Agency;
 - 2. In conjunction with the fingerprint clearance card renewal; and
 - 3. If the staff/volunteer person has had a period of one (1) year interrupted from employment/service or interrupted from performing direct services.
 - x. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the contract.
 - xi. Assistance:
 - 1. The Request for Search of Central Registry for Background Check form is located at: [Exhibit A \(Form confirmed by DES 05/2019\)](#)
 - 2. The Certification of Direct Service Position is located at: [Exhibit B \(Form confirmed by DES 05/2019\)](#)
- c. Books and Records
- i. Under A.R.S. §35-214 and §35-215 **(does not pertain to municipalities)**, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - ii. Contract service records will be maintained in accordance with this contract amendment(s), scope(s) of service, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, include but not be limited to meeting the following standards:
 - 1. Adequately identify the service provided and each service recipient’s application for contract and subcontract activities;
 - 2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprinting clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - a. Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver’s license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
 - b. Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver’s license based on the vehicle to be driven.
 - 3. Include time and attendance records for individual employees to support all salaries and wages paid;
 - 4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 - 5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
 - 6. Include a complete general ledger and accounts for the collection of all costs and/or fees applicable to the contract; and
 - 7. Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
 - iii. Any such records not maintained shall mandate an audit exception in the amount of the inadequately

- documented expenditures.
- iv. Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment.
 - v. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
 - vi. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.
- d. Certification of Cost or Pricing Data By submittal of an offer, the contract, contract amendment or other official form, the Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the Area Agency shall be adjusted to exclude any significant amounts by which the Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the Area Agency may include overhead, profit, or fees.
- e. Certification of Rate and/or Budget Contractor certifies the following:
- i. The contract Rate or Budget set forth in this contract was prepared in accordance with applicable Area Agency guidelines and procedures;
 - ii. The information which was provided to Area Agency by the Contractor for use as a basis in approving the compensation budget or rate is accurate and in accordance with **Section 13.s, Unallowable Costs** of these Terms and Conditions;
 - iii. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and
 - iv. No costs are included as both direct and indirect costs.
 - v. The Contractor agrees that the funds received under this contract will be expended to achieve the purposes of this contract and to meet costs defined as allowable in applicable federal or state laws, rules, regulations and guidelines. For contracts where costs are reimbursed, any costs deemed unallowable as determined by a financial audit shall be subject to recoupment pursuant to **Section 13.p, Payment Recoupment** of these Terms and Conditions. The Contractor shall be entitled to appeal such determination through Area Agency's appeal process.
- f. Conflict of Interest Contractor is responsible to ensure that volunteers and staff do not engage in any extraneous, for hire, or non-contractual service tasks or otherwise engage in a conflict of interest relationship with a service recipient. Contractor shall have a specific Conflict of Interest policy to include staff training and monitoring system to ensure compliance.
- g. Gratuities Contractor and all representatives, staff, and volunteers shall not accept any form of gratuity including but not limited to cash, promise of cash, property, gifts, or services from service recipients. Contractor shall have a specific Gratuity Policy including staff training and monitoring system to ensure compliance.
- h. Code of Conduct The Contractor shall avoid action that might create or result in the appearance of:
- i. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
 - ii. Acting on behalf of the Area Agency or contracted funding sources, without appropriate authorization;
 - iii. Provide favorable or unfavorable treatment to anyone;
 - iv. Make a decision on behalf of the Area Agency that exceeds Contractor's authority that could result in partiality, or have a political consequence for the Area Agency or contracted funding sources.
 - v. Misrepresent or otherwise impede the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the Area Agency or contracted funding sources.
 - vi. Loss of impartiality when advising the Area Agency or contracted funding sources.
- i. Competitive Bidding Contractor is authorized to purchase the supplies and equipment itemized in the contract or specified in an amendment for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this

provision shall be considered a financial audit exception. The documentation of bids and bid acceptance decision must be maintained by the Contractor and made available to Area Agency for review upon written request.

- j. Disaster Preparedness Contractor will develop and implement an emergency preparedness plan describing agency protocols to assist clients in the event of an emergency/disaster. The plan should include agency methods of coordination with state and/or local emergency response agencies. Contractor agrees to conduct staff training on the implementation of the emergency preparedness plan.
- k. Equipment
 - i. If the Contractor is authorized, specifically by the Area Agency, to purchase equipment, it shall be itemized in the contract or in the Terms of the amendment for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Area Agency funds and submit the equipment inventory to the Area Agency.
 - ii. Reimbursement claims for equipment must include the detailed receipt identifying the equipment item, cost including taxes, shipping, and installation, and the type(s) of funds used from the Area Agency.
 - iii. The Area Agency and its funding sources shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased or assigned to the Contractor under this contract. Area Agency shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
 - iv. The Contractor shall not dispose of any equipment purchased or assigned under this contract without the prior written consent of Area Agency during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
 - v. Upon termination of this contract, any equipment purchased or assigned under this contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.
 - vi. Under a Fixed Price contract, **Section i.** and **Section v.** do not apply unless specifically required by federal or state law.
- l. E-Verify
 - i. In accordance with A.R.S. §41-4401 as may be amended, Contractor warrants compliance with all federal immigration laws and regulations relating to employees and warrants to compliance with section A.R.S. §23-214, Subsection A as may be amended which reads: *“After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee’s employment or at least three (3) years whichever is longer.”*
 - ii. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
 - iii. Failure to comply with an Area Agency audit process to randomly verify the employment records of the Contractor and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
 - iv. Area Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty statement herein.
- m. Fingerprinting
 - i. Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
 - ii. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§36-594.01, 36-3008, 41-1964,

and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

- iii. "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters. The Criminal History Self Disclosure affidavit form is located at:
 1. Exhibit C (Form confirmed by DES 05/2019) English
 2. Exhibit D (Form confirmed by DES 05/2019) Spanish
- iv. To the extent A.R.S. §46-141 as may be amended, is applicable to contract performance or the services provided under this contract, the following provision apply:
 1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for fingerprint clearance card within seven working days of employment. The Contractor is required to maintain complete documentation of all fingerprint clearance cards to demonstrate all personnel have clearance including copies of the front and back of the card. For employees/volunteers who have the fingerprint clearance card prior to working/volunteering with the Contractor, the Contractor needs to verify the status of the card at the following website:
https://webapps.azdps.gov/public_inq_acct/acct/ShowClearanceCardStatus.action
 2. Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. §46-141 as may be amended, that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 3. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. §46-141 (H) (as may be amended).
- v. Contractor is solely responsible for maintaining and providing upon request documentation verifying all aspects of this section.
- n. IT 508 Compliance Unless specifically authorized in the contract, any electronic or information technology offered to the Area Agency under this contract shall comply with A.R.S. §41-3531 and §3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public with disabilities shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- o. Payment Indemnification The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- p. Payment Recoupment Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments for the items below.
 - i. Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
 - iii. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the **Section 3.k, Substantial Interest Disclosure** and/or **Section 10.b. Cancellation for Conflict of Interest** of these Terms and Conditions;

- iv. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - v. Any amounts expended for items or purposes determined unallowable by Area Agency when this contract provides for the reimbursement of costs, see the *Section 13.s, Unallowable Costs* section of these Terms and Conditions;
 - vi. Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - vii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - viii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - ix. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - x. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to *Section 13.d, Certification of Cost or Pricing Data* of these Terms and Conditions;
 - xi. Any payments made for services rendered before the contract begin date or after the contract termination date.
- q. Reporting Requirements
- i. Unless otherwise provided in this contract and specifically excluding the last reporting month of the contract term, reporting shall adhere to the following schedule: no later than the tenth (10th) day following each month during the contract term the Contractor shall submit to Area Agency programmatic and financial reports in the form set forth in the contract or by Area Agency directive. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in assessing available penalties as allowed in *Section 4.c.vi Contract Payment Provision* of these Terms and Conditions. **Reference Exhibit E.**
 - ii. For the final billing month of the fiscal year, no later than the Area Agency appointed day following end of each contract term, the Contractor shall submit to Area Agency a final program and fiscal report.
 - iii. Failure to submit the final program and fiscal report within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- r. Supporting Documents and Information In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- s. Unallowable Costs The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions) as applicable:
- i. OMB Circular A-87 for State, local and Indian Tribal Governments.
 - ii. OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - iii. OMB Circular A-21 for educational institutions.
 - iv. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

14. Contract Performance Terms

- a. Evaluation Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. As requested by the Area Agency, the Contractor shall participate in third party evaluations relative to contract impact in support of Area Agency and contract goals. Evaluations shall include access to all subcontractor services if applicable.
- b. Monitoring Area Agency may monitor the Contractor and/or subcontractor and they shall cooperate in

the monitoring of services delivered, facilities and records maintained and fiscal practices.

c. Non-Discrimination

- i. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
- ii. Unless exempt under federal law, the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- iii. If Contractor is an Indian Tribal government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- iv. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
- v. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

“Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, [insert Contractor name here] prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The [insert Contractor name here] must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the [insert Contractor name here] must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the [insert Contractor name here] will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact [insert Contractor contact person and phone number here]. Para obtener este documento en otro formato u obtener informacion adicional sobre esta politica, contact [insert Contractor contact person and phone number here].”

- d. Personnel The Contractor’s personnel shall satisfy all qualifications, carry out all duties, and work the hours set forth in this contract.
- e. Professional Standards The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
- f. Visitation, Inspection, and Copying
 - i. Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.
 - ii. Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or

services. If the Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Area Agency for testing and inspection.

15. Programmatic Terms

- a. Client Contributions, Fees, and Program Income The Contractor shall impose no fees or charges of any kind upon recipients of contract services without written approval from the Area Agency President/CEO. The Contractor shall solicit voluntary contributions from recipients/clients for services received. The Contractor shall not deny or affect levels, delivery, quality of service to any client solely because he/she refuses to make a contribution. Any contributions generated and received by the Contractor as a result of contract services must be directly allocated to the contracted service and shall be disposed of and reported in accordance with the Area Agency Finance Manual.
- b. Confidentiality
 - i. Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Area Agency and/or the Attorney General's Office as required by the terms of this contract, by law, or upon their request.
 - ii. The contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.s. 41-161 et. seq. Area Agency will advise the Contractor as to the applicable policies and procedures the State and/or DES have adopted for such compliance.
 - iii. Notwithstanding the foregoing, Contractor may release public records redacting confidential and personal identifying information in response to a valid public records request pursuant to the Arizona Public Records Law (A.R.S. §39-121 et seq.), provided, that in the event such a public records request is received, Contractor shall immediately notify Area Agency and thereafter permit Area Agency (or any counterpart of the Area Agency to whom the records or information subject to the request belongs or concerns) to intervene in order to secure a protective order or other appropriate relief from a court of competent jurisdiction. The protective action described in the preceding sentence shall be undertaken (if at all) in sole discretion of Area Agency and/or its counterparties, and a protective order or other appropriate relief must be obtained within ten (10) business days from the date that notification of the public records request is delivered by Contractor to Area Agency. Contractor shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall Contractor be in any way financially responsible for any costs associated with securing such an order.
- c. Fair Hearings and Service Recipients' Grievances
 - i. The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
 - ii. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- d. Outcome Measurement Participation The Contractor shall participate with the Area Agency in efforts to comply with federal and state mandated requirements regarding the tracking of outcome measurement performance data and standards. Measurement data may be developed through joint planning efforts between the Contractor and the Area Agency or required as a result of mandates from federal or state fund sources.

CONTRACTOR SPECIFIC TERMS
Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions
 - a. ALTCS shall mean Arizona Long Term Care System
 - b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
 - c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.
2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.
3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)
4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)
5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)
6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.
7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)
8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)
9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]
10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for

Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **Terms and Conditions, Section 6, Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans

with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)

21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.
22. Records Retention
- a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.
 - b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
 - c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
 - d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)
23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.
25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.
26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency,

instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.
28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

17.0 CONGREGATE MEALS

17.1 Purpose Statement

17.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

17.2 Service Description

17.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregate setting.

17.2.3 Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link older adults with community-based services and provide resources that give participants choices for physical and health interventions, where available.

17.2.4 The Older Americans Act as amended in 2006 adopted 1/3 of Dietary Reference Intakes as the meal standard.

17.2.5 Eligibility Requirements – The Contractor shall provide services ~~are provided~~ to individuals that meet the eligibility requirements described in Chapter 3000, Section 3100 of the DAAS Policy and Procedure Manual, as may be amended.

17.3 Service Requirements – The Contractor shall provide:

17.3.1 Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Guarantee a mechanism is in place to solicit the advice and expertise of:
 - a. a dietitian or other individual described in paragraph in 17.4
 - b. meal participants, and
 - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000, Section 3200
4. Compose menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual (2008)” and as amended.
7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority as hot meals.
 - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
8. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on a standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.
 - i. The R.D., Nutritionist, DTR, or CDM shall verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual” and as may be amended. ~~from time to time.~~
9. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
10. Plan menus considering the availability of foods during seasons when they are most plentiful.

17.3.2 Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans. Substitution menus for holidays and special occasions must meet menu

requirements. All substitutions shall be documented on the menu for site review.

2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
4. Maintain a distinct and physical separation of dining facilities from food preparation facilities.
5. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.
6. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.
7. Post menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.
8. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
9. Document the number of meals provided each month.
10. Review food service expenditures in order to further cost effective management.
11. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
12. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.
13. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

17.3.3

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.
2. Require that all food handlers pass a course in food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff certification and training in personnel files.

17.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information shall be backed by credible research. Only materials from reputable sources shall be used such as The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site submits to the Contractor an outline of the proposed nutrition education program annually.
7. Document the date, topic covered, name of the presenter and the number of people who attended the nutrition education. Keep documentation available for audit inspection for at least one year at the center/site.

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter. Those at high nutritional risk with a score of six or higher are referred to a healthcare professional for nutrition-related counseling.

17.3.5 Social Interaction

1. Provide activities that encourage social interaction, e.g., recreation and group activities.
2. Establish and maintain project/site councils to provide input on activities.

17.3.6 Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the scope of work.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.

17.4 Licensure/Certification Requirements – The Contractor shall ensure require that:

17.4.1 Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

17.4.2 Nutritionists hold a Bachelor's or Master's degree in food and nutrition.

17.4.3 Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, in good standing with the Board, and meet continuing education requirements.

17.4.4 Staffing Standards

1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.

17.5 Performance Measures

17.5.1 Number of congregate meals served annually.

17.5.2 Site Council minutes indicate participant input into menu planning.

17.6 Reporting Unit

17.6.1 One unit of service equals one meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
 - a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS
 - a. Three (3) references from persons other than family members must be contacted for newly hired congregate meal employees and newly recruited volunteers. Documentation of contacts must be kept on file.
 - b. Training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 1. Require that all food handlers pass a course within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 2. Document staff certification and training in personnel files.
 3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. CLIENT CONTRIBUTION POLICIES
 - a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
 - b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
 - c. Suggested contribution rates shall be developed by the Contractor through the site council and reviewed annually. Any suggested contribution shall not imply a charge.
 - d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
 - e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
 - f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

 - a. All congregate meal operations must be conducted using the Pharos™ software.
 - b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program report.
 - ii. financial statement.

5. DEFINITION OF UNIT OF SERVICE
 - a. One unit of service equals one meal served to a client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

23.0 HOME DELIVERED MEALS

23.1 Purpose Statement

23.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

23.2 Service Description

23.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

23.2.2 Home delivered nutrition services provide older adults, in their home or place of residence, with nutritious meals that meet 1/3 of the Dietary Reference Intakes.

23.2.3 Home delivered nutrition services provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

23.2.4 A “wellness check” is conducted at the time of the meal delivery to evaluate the general health and well-being of the individual.

23.2.5 The service also provides for the opportunity for socialization.

23.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, Section 3100 of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

23.3 Service Requirements – The Contractor shall provide:

23.3.1 Menu planning

1. Develop cycle menus of six weeks or more to be rotated on a semi-annual basis (every six months).
2. Keep menus available, as served, for audit inspection for at least one year after the meals have been served.
3. Develop/distribute menus in the dominant language or languages of the participant group.
4. Incorporate ethnic and cultural preferences when planning menus.
5. Require a mechanism ~~is in place~~ to solicit the advice and expertise of:
 1. a dietitian or other individual described in 23.3.1.11,
 2. meal participants, and
 3. other individuals knowledgeable with regard to the needs of older individuals as stated in the DAAS Policy and Procedure Manual, Chapter 3000, Section 3230
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual” as amended.
7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes of nutrients, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
8. Require that meals are planned following the current Dietary Guidelines for Americans, as may be amended.
9. Each meal must contain a specified number of calories as defined in the DAAS Policy and Procedure Manual.
10. Plan a majority of meals as hot. A few cold meals may planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
11. Submit menus on a standardized menu form to, and secure the approval of, a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving. The R.D., Nutritionist, DTR, or CDM verifies menus by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the DES/DAAS “Nutrition, Food Service and Wellness Manual” as may be amended.
12. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
13. Plan menus considering the availability of foods during seasons when they are most plentiful.

23.3.2 Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
2. Prepare or arrange for preparation and service of meals, and adhere to menus as written.
3. Require that menu substitutions made because of a temporary inability to obtain certain foods are

selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans.

1. Substitution menus for holidays and special occasions must meet menu requirements.
2. All substitutions must be documented on the menu for site review.
4. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
5. Package and deliver meals in a safe and sanitary manner.
6. Deliver meals directly to an individual, i.e., not left on doorsteps, mailboxes, or porches.
7. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one week in advance.
8. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
9. Document in the individual's service log the number of meals received each month.
10. Maintain record/log of the number of meals delivered each month to each individual.
11. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery.
12. Refer all individuals for appropriate action who present additional medical or social problems during the course of service delivery.
13. Prepare then chill/freeze for distribution when appropriate for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery. Documentation of the individual's ability to store and reheat the meal to appropriate temperatures must be maintained in the file.
14. Provide a frozen or shelf stable meal when it will be used as meals for non-delivery days, additional meals for the same day, or where it is cost-effective to service expansion to provide frozen meals beyond the limitations of a hot meal delivery circuit, provided that:
 1. The meal, its menu, and its preparation meet all the required standards;
 2. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s); and
 3. If an individual is to receive more than one frozen meal per delivery, that the reason for receiving delivery of multiple meals is documented in the individual's case record.
15. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus must be approved by a RD, Nutritionist, DTR, or CDM.
16. Review food service expenditures in order to further cost effective management.
17. Develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
18. Give individuals an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual, Chapter 3190, as may be amended.
19. Require that every individual given the Nutrition Screening Checklist initially, and annually thereafter. Those at high nutritional risk with a score of six or greater are referred to a healthcare professional for nutrition-related counseling.

23.3.3

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal or storage of leftovers.
2. Require that all food handlers complete a course of food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety;
4. Train meal delivery staff in communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery. This evaluation is considered a wellness check.
5. Document staff certification and training in personnel files.

23.3.4

Nutrition Education

1. Provide to home delivered meal participants the printed nutrition education materials two times per quarter.

2. Plan, develop, and implement a written nutrition education program that includes at least two handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
 1. dietary guidelines for older adults
 2. modified meals and chronic disease
 3. food and drug interaction
 4. physical fitness health information as it relates to nutrition
 5. meal planning and preparation
 6. budgeting, shopping
 7. sanitation
3. Require that materials provided to ~~participants~~ individuals to allow for ~~participant~~ individual choices to achieve optimal nutritional health and remain independent in their homes and communities.
4. Require that nutrition information provided to ~~participants~~ individuals is backed by credible research, such as but limited to: The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

23.4 Licensure/Certification Requirements – The Contractor shall:

- 23.4.1 Require that Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.
- 23.4.2 Require that Nutritionists hold a Bachelor's or Master's degree in food and nutrition.
- 23.4.3 Require that Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and who meet continuing education requirements and are in good standing with the Board.
- 23.4.4 Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.

23.5 Performance Measure

- 23.5.1 Number of home delivered meals served annually.

23.6 Reporting Unit

- 23.6.1 One unit of service equals one meal.

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
- c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals and the specific need for more than one meal per day shall be the sole responsibility of case management.
- e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. STAFFING AND VEHICLE REQUIREMENTS

- a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
- b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
- c. Three (3) references from persons other than family members must be contacted for newly hired home delivered meal employees and newly recruited volunteers for delivery of home delivered meals. Documentation of contacts must be kept on file.
- d. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 - 1. social needs of the homebound client.
 - 2. development of observation of skills necessary to detect changes in client functioning or status.
 - 3. appropriate methods of interacting with homebound clients.
 - 4. appropriate responses to client medical emergencies.
 - 5. methods of reporting changes in client's physical/mental status.
 - 6. methods for reporting barriers to service delivery.
 - 7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. SERVICE DELIVERY

- a. A review must be conducted at least monthly by staff and/or delivery coordinator of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
- b. Client signatures
 - i. All clients must sign for the receipt of each home delivered meal.
 - ii. If a client is unable to sign his/her name, then an adult in the home must sign the client's name and initial the signature. In the absence of a person in the home, the delivery person may execute a signature and initial the signature.
 - iii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Pharos™ software.
- c. Meal Delivery
 - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
 - ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
 - iii. Delivery of the meal must be made directly to the client.
 - iv. Delivery staff will provide assistance, if needed, in opening the meal containers.
 - v. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
 - 1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
 - 2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
 - vi. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.
- d. Non-Provision of Service

- i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

- a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the contractor through the site council and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All home delivered meal operations must be conducted using the Pharos™ software.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. HDM master list.
 - ii. program report.
 - iii. financial statement.

6. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal delivered to an authorized client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

31.0 MULTIPURPOSE CENTER OPERATIONS

31.1 Purpose Statement

31.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

31.2 Service Description

31.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

31.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

31.2.3 Activities and services are planned based on the participant's needs and preferences.

31.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to, chair exercises, aerobics, balance exercises, yoga, and Tai Chi.
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos
4. Other educational and recreational activities such as gardening, computer training, dancing
5. Outreach to the community on the available programs and services.
6. Assistance and information for available services such as housing, transportation, and legal services

31.2.5 Centers that serve as nutrition sites provide meals that meet 1/3 of the Dietary Reference Intakes.

31.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

31.3 Service Requirements – The Contractor shall provide:

31.3.1 Operations

1. Provide services to meet the cultural and language needs of those being served.
2. Employ bilingual staff in centers whose participants have limited English proficiency
3. Maintain records (e.g., client participation, financial, staffing, activities).
4. Establish and post a donation/contribution policy for services.
5. Train staff on services related to the elderly.
6. Establish and maintain project/site councils.
7. Involve participants in program planning and implementation.

31.3.2 Information on available services

1. Maintain and update a resource file of currently available services and resource referrals.
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

31.3.3 Referral and assistance in accessing the services.

1. Assess/determine the services needed by individuals and groups.
2. Contact agencies providing the identified services.
3. Provide/arrange for transportation of individuals and groups to services when necessary.
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities.
5. Provide follow-up with individual and with agency providing service to ensure contact was made by the agency.

31.3.4 Outreach

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities.
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies.
3. Conduct home visits to home-bound elderly in the community to conduct wellness checks.

31.3.5 Education

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics: consumer and continuing education, retirement and financial planning.
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals.
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals.
4. Develop and maintain on-going physical activity programs.
5. Coordinate with local community resources to provide health screening and health risk assessments.
6. Provide training on the self-management of chronic conditions.
7. Develop and distribute a monthly calendar for educational activities.

31.3.6

Volunteer Opportunities

1. Designate a volunteer coordinator to provide meaningful volunteer opportunities for older individuals.
2. Develop a volunteer recruitment system.
3. Provide job descriptions for volunteers.
4. Provide training for volunteers.

31.3.7

Recreational Activities

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals.
2. Develop and distribute a monthly calendar for recreational activities that may include, but not limited to entertainment, arts and crafts, field trips, special interest classes, and table games.

31.3.8

Intergenerational Programs

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

31.4**Licensure/Certification Requirements**

31.4.1

All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

31.5**Performances Measure**

31.5.1

Participants needs and preferences will be met at least 90 percent of the time as measured through client satisfaction surveys conducted annually.

31.6**Reporting Unit**

31.6.1

One unit of service equals 60 minutes of service time.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

41.0 SOCIALIZATION AND RECREATION

41.1 Purpose Statement

41.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

41.2 Service Description

41.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

41.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

41.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

41.2.4 The service may include physical activities such as chair exercises, balance exercises, dancing, and walking; developmental activities such as writing, drawing, reading, crafts, and sewing; emotional activities such as support groups and discussions; cognitive activities such as games, and puzzles that promote memory and thinking; and social activities such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

41.2.5 Services include a variety of individual and group activities.

41.2.6 Target Population – The Contractor shall provide services in accordance with Chapter 3000, Section 3100 of the Division of Aging and Adult Services Policy and Procedure Manual, as may be amended.

41.3 Service Requirements – The Contractor shall provide one or more of the following:

41.3.1 Assess the preferences and needs of the participants individually and/or as a group.

41.3.2 Develop and implement an activity plan in conjunction with the program participants.

41.3.3 Establish and maintain working relationships with community resources.

41.3.4 Utilize community resources for the provision of services.

41.3.5 Provide training and instruction in techniques necessary for individuals to participate in program activities and to independently choose and perform a variety of leisure-time activities.

41.3.6 Actively enlist participation of individuals in the service.

41.3.7 Provide a variety of recreational activities.

41.3.8 Document those activities in which the individual participated.

41.3.9 Providing training to paid and volunteer staff.

41.3.10 Establish and maintain Project/Site Councils.

41.4 Performances Measure

41.4.1 Participants needs and preferences are documented in minutes from monthly Site Council meeting.

41.5 Reporting Unit

41.5.1 One unit of service equals 60 minutes of staff time.

**AREA AGENCY ON AGING, REGION ONE INCORPORATED
SERVICE SPECIFICATIONS**

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

2. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

3. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work, 41.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Pharos™ software.
- b. reports and documentation must be reported as follows:
 - i. program report for activities.
 - ii. program report for MCO units.
 - iii. calendar of activities.
 - iv. financial statement.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

21.0 GENERAL TRANSPORTATION

21.1 Purpose Statement

21.1.1 The service helps to assist older individuals and individuals with disabilities to maintain their independence and avoid costly and unwanted placement in a care facility by providing access to services.

21.2 Service Description

- 21.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.
- 21.2.2 The service includes the arrangement/provision of transportation services which may include the use of a bus or van.
- 21.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.
- 21.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.
- 21.2.5 Services may include the transport of groups to activities such as recreational, educational or community events.
- 21.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000, Sections 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

21.3 Service Requirements – The Contractor shall:

- 21.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.
- 21.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.
- 21.3.3 Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.
- 21.3.4 Require that drivers, including volunteers, carry required identification.
- 21.3.5 Provide training to drivers that includes instructing drivers how to assist individuals entering and exiting vehicles, handling emergencies, safe driving, vehicle safety, and disease specific training (e.g., Alzheimer's, Parkinson's, and Diabetes).
- 21.3.6 Protect of the individual's physical, emotional and mental well-being while using this service.
- 21.3.7 Provide information to individuals on accessing the transportation service.
- 21.3.8 Arrange transportation for individuals -
1. Make arrangements for transportation through public or private transportation methods.
 2. Determine, with the individual and/or significant others, a plan for providing transportation.
 3. Require that drivers are physically capable and carry identification, when transportation is provided by a volunteer.
- 21.3.9 Provide transportation for individuals
1. Transport individuals from one location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.)
 2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle.
 3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs.
 4. Record services delivered to each individual.
 5. Adhere to time schedules.

21.4 Licensure/Certification Requirements – The Contractor shall:

- 21.4.1 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.
- 21.4.2 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.
- 21.4.3 Require that the vehicle in which transportation is provided has a valid Arizona license plate and, at a minimum, the required level of liability insurance.
- 21.4.4 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which may include training in CPR and first aid.

21.4.5 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two years thereafter. Page 158

21.5 Performance Measure

21.5.1 Number of one-way trips annually.

21.6 Reporting Unit

21.6.1 One unit of service equals one trip per person one way.

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

The Contractor shall comply with the following standards and/or licensure requirements:

- a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. staff/volunteers shall be trained in the following areas:
 - i. CPR and first aid.
 - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
 - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
 - iv. response protocol for emergency or urgent situations.
 - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- c. annually the contractor shall submit the boundaries for service.
- d. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
- e. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
- f. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- g. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- h. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- i. all equipment used in the program must be kept clean.
- j. the contractor must provide communications equipment for every vehicle used in the provision of this service.
- k. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- l. contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
- m. vehicle maintenance:
 - i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
 - ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
 - iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the contractor. Any suggested contribution

shall not imply a charge.

- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. reports and documentation must be reported as follows:
 - i. program report.
 - ii. financial statement.

FACILITY LOCATION

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

AGENCY INFORMATION Facility / Site Name Address, City, State, Zip Telephone # Fax # (list corporate office, then any site office)	CONTRACTED SERVICES BY SITE	SUBCONTRACT	DAYS OF WEEK & HOURS OF OPERATION BY SITE	GEOGRAPHIC SERVICE AREA (service area by PSA, City(s) & communities or north, south, east, west boundaries)	ADULT DAY HEALTH CARE TRANSPORTATION or HOME DELIVERED MEALS DELIVERY AREA (specific north, south, east, west boundaries)
Town of Guadalupe 9421 S Avenida del Yaqui Guadalupe, AZ 85283 (480) 505-3080 (480) 505-5368 fax					
Guadalupe Sr Ctr 9401 S Avenida del Yaqui, Guadalupe, AZ 85283 (480) 505-5393 (480) 505-5397 fax	Congregate Meals Home Delivered Meals Multipurpose Ctr Ops Transportation		Monday – Friday 7:30am – 3:30 pm	PSA 4	North: Mineral Road South: Baseline Road West: High Line Canal East: I-10 Freeway

HOLIDAY OBSERVANCES

A √ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

√	New Year's Day	√	Labor Day	Other Holidays:	
√	Martin Luther King Day		Columbus Day	√	Cesar Chavez Day
√	President's Day	√	Veteran's Day	√	Birthday
√	Good Friday	√	Thanksgiving Day(s): 2		
√	Memorial Day	√	Christmas Day(s): 1		
√	Independence Day				

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN OF GUADALUPE

Signature and Date

Jeff Kulaga, Town Manager

Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

TOWN OF GUADALUPE

Signature and Date

Jeff Kulaga, Town Manager

INDIVIDUAL'S INFORMATION	
NAME	ALIAS <i>(Previously used name(s))</i>
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS <i>(No., Street, City, State, ZIP)</i>	
ADES/DAAS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS <i>(Previously used name(s))</i>
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS <i>(No., Street, City, State, ZIP)</i>	
ADES/DAAS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No Date of Search:	
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Reports: <input type="checkbox"/> Yes Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No Date of Search:	
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INDIVIDUAL'S INFORMATION	
NAME	ALIAS <i>(Previously used name(s))</i>
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS <i>(No., Street, City, State, ZIP)</i>	
ADES/DAAS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

DISQUALIFICATION ACTS

A person is disqualified from providing services to ADES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45 Injuries may require medical treatment
46 P3 Injury to child under age six years
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
54 Sexual behavior within the past 8-14 days
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
66 Significant developmental delays due to neglect
69 Attempted sexual behavior or sexual behavior, 14 days to three years r last occur unknown
72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76 Use of child by parent, guardian or custodian for material gain
82 Parent, guardian or custodian sexually abused a child in past, now in home with a child
83 Attempted sexual behavior or sexual behavioral when last occurred more than three years
101 Death of a child due to neglect
111 Death of a child due to physical abuse or suspicious death
201 Physical abuse high risk
202 Physical abuse moderate risk
301 Neglect, high risk
302 Neglect, moderate risk
401 Sexual abuse, high risk
402 Sexual abuse, moderate risk
403 Sexual Abuse, low risk
404 Sexual Abuse, response 4
501 Emotion Abuse, high risk
502 Emotional abuse, moderate risk

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for ADES/DAAS services is available upon request.

Exhibit B
Arizona Department of Economic Security
Direct Service Position

You are being provided this form because you have applied for a position that provides direct services to children or vulnerable adult clients of the Arizona Department of Economic Security. Arizona state law requires all individuals who provide direct services to children or vulnerable adults to certify whether an allegation of abuse or neglect was made against them and was substantiated. Your information, upon submission by the employer, will be searched through the Arizona Department of Child Safety Central Registry. All information contained on this form is confidential.

1.) Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.) Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding?	<input type="checkbox"/> YES <input type="checkbox"/> NO
What was/were the allegation(s)?	
When was the investigation(s) conducted?	
Where was/were the investigation(s) conducted?	
If you wish , you may provide an explanation of the incident of child abuse or neglect. Do <u>not</u> include the name of any child or any person involved in the investigation.	

Statement of Certification

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

 Signature Date

Employers: Please maintain completed forms as confidential.

Equal Opportunity Employers Programs – Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy contact 602-542-4248. TTY/TDD Services: 7-1-1. Free language assistance for DES services is available upon request.

LCR-1034A FORNA (9-15)
Previous versions not accepted

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.

Be sure that you go over all five (5) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

YOUR NAME (First, Middle, Last)	DATE OF BIRTH (MMDD/YY)
ADDRESS (No., Street, Apt. No., City, State, ZIP)	

Check one of the following and provide information as directed:

- I have not been convicted of nor am I under pending indictment for any crimes.
- I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you WILL NOT be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Your Signature	Date
----------------	------

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20_____

Commission Expiration date	Notary Public's Signature
----------------------------	---------------------------

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you WILL NOT be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Sexual abuse of vulnerable adult |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Incest |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Homicide, including first or second-degree murder, manslaughter and negligent homicide |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Sexual assault |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Sexual exploitation of a minor or vulnerable adult |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Commercial sexual exploitation of a minor or vulnerable adult |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Child prostitution as prescribed in A.R.S. § 13-3212 |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Child abuse |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Felony child neglect |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Sexual conduct with a minor |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Molestation of a child or vulnerable adult |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Dangerous crime against children as defined in A.R.S. § 13-705 |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Exploitation of minors involving drug offenses |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206 |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Neglect or abuse of a vulnerable adult |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Sex trafficking |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Sexual abuse |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3506 |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506 |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01 |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512 |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Luring a minor for sexual exploitation |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Enticement of persons for purposes of prostitution |
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Procurement by false pretenses of persons for purposes of prostitution |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. Procuring or placing persons in a house of prostitution |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. Receiving earnings of a prostitute |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. Causing one's spouse to become a prostitute |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Detention of persons in a house of prostitution for debt |
| <input type="checkbox"/> | <input type="checkbox"/> | 29. Keeping or residing in a house of prostitution or employment in prostitution |
| <input type="checkbox"/> | <input type="checkbox"/> | 30. Pandering |
| <input type="checkbox"/> | <input type="checkbox"/> | 31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308 |
| <input type="checkbox"/> | <input type="checkbox"/> | 32. Transporting persons for the purpose of prostitution, polygamy and concubinage |
| <input type="checkbox"/> | <input type="checkbox"/> | 33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555 |
| <input type="checkbox"/> | <input type="checkbox"/> | 34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558 |
| <input type="checkbox"/> | <input type="checkbox"/> | 35. Any felony offense involving contributing to the delinquency of a minor |
| <input type="checkbox"/> | <input type="checkbox"/> | 36. Unlawful sale or purchase of children |
| <input type="checkbox"/> | <input type="checkbox"/> | 37. Child bigamy |
| <input type="checkbox"/> | <input type="checkbox"/> | 38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009. |
| <input type="checkbox"/> | <input type="checkbox"/> | 39. Felony indecent exposure |
| <input type="checkbox"/> | <input type="checkbox"/> | 40. Felony public sexual indecency |
| <input type="checkbox"/> | <input type="checkbox"/> | 41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card. |
| <input type="checkbox"/> | <input type="checkbox"/> | 42. Terrorism |
| <input type="checkbox"/> | <input type="checkbox"/> | 43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03 |

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years before the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

WITHIN 5 YEARS	OVER 5 YEARS	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Endangerment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Threatening or intimidating
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Assault
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Aggravated assault
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Unlawfully administrating intoxicating liquors, narcotic drugs or dangerous drugs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Dangerous or deadly assault by prisoner or juvenile
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Prisoners who commit assault with intent to incite to riot or participate in riot
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Assault by vicious animals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Drive by shooting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Assaults on public safety employees or volunteers and state hospital employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Discharging a firearm at a structure
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Prisoner assault with bodily fluids
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Aiming a laser pointer at a peace officer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Possession and sale of peyote
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Possession and sale of a vapor-releasing substance containing a toxic substance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Selling or giving nitrous oxide to underage persons
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Sale of regulated chemicals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Sale of precursor chemicals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Production or transportation of marijuana
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Involving or using minors in drug offenses
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Possession, manufacture, delivery and advertisement of drug paraphernalia
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Use of wire communication or electronic communication in drug-related transactions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Using a building for sale or manufacture of dangerous or narcotic drugs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Manufacture or distribution of prescription-only drug
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Manufacture, distribution, possession, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Manufacture of certain substances and drugs by certain means

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Theft |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Theft by extortion |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Shoplifting |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Forgery |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Criminal possession of a forgery device |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Obtaining a signature by deception |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Criminal impersonation |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Theft of a credit card or obtaining a credit card by fraudulent means |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Receipt of anything of value obtained by fraudulent use of a credit card |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Forgery of a credit card |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Fraudulent use of a credit card |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Possession of any machinery, plate or other contrivance or incomplete credit card |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. False statements as to financial condition or identity to obtain a credit card |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Fraud by persons authorized to provide goods or services |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Credit card record theft |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Misconduct involving weapons |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Misconduct involving explosives |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Depositing explosives |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Misconduct involving simulated explosives |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Concealed weapon violation |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Misdemeanor indecent exposure |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Misdemeanor public sexual indecency |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Aggravated criminal damage |
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Adding poison or other harmful substance to food, drink or medicine |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. A criminal offense involving criminal trespass under Title 13, Chapter 15 |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. A criminal offense involving criminal burglary under Title 13, Chapter 15 |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Misdemeanor offenses involving child neglect |
| <input type="checkbox"/> | <input type="checkbox"/> | 29. Misdemeanor offenses involving contributing to the delinquency of a minor |
| <input type="checkbox"/> | <input type="checkbox"/> | 30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601 |
| <input type="checkbox"/> | <input type="checkbox"/> | 31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009. |
| <input type="checkbox"/> | <input type="checkbox"/> | 32. Arson |
| <input type="checkbox"/> | <input type="checkbox"/> | 33. Criminal damage |
| <input type="checkbox"/> | <input type="checkbox"/> | 34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818 |
| <input type="checkbox"/> | <input type="checkbox"/> | 35. Taking identity of another person or entity |
| <input type="checkbox"/> | <input type="checkbox"/> | 36. Aggravated taking identity of another person or entity |
| <input type="checkbox"/> | <input type="checkbox"/> | 37. Trafficking in the identity of another person or entity |
| <input type="checkbox"/> | <input type="checkbox"/> | 38. Cruelty to animals |
| <input type="checkbox"/> | <input type="checkbox"/> | 39. Prostitution as described in A.R.S. § 13-3214 |
| <input type="checkbox"/> | <input type="checkbox"/> | 40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513 |
| <input type="checkbox"/> | <input type="checkbox"/> | 41. Welfare fraud |
| <input type="checkbox"/> | <input type="checkbox"/> | 42. Kidnapping |
| <input type="checkbox"/> | <input type="checkbox"/> | 43. Robbery, aggravated robbery or armed robbery |
| <input type="checkbox"/> | <input type="checkbox"/> | 44. Misdemeanor endangerment |
| <input type="checkbox"/> | <input type="checkbox"/> | 45. Misdemeanor threatening or intimidating |

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	46. Misdemeanor assault
<input type="checkbox"/>	<input type="checkbox"/>	47. Misdemeanor aggravated assault
<input type="checkbox"/>	<input type="checkbox"/>	48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs
<input type="checkbox"/>	<input type="checkbox"/>	49. Misdemeanor dangerous or deadly assault by prisoner or juvenile
<input type="checkbox"/>	<input type="checkbox"/>	50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot
<input type="checkbox"/>	<input type="checkbox"/>	51. Misdemeanor assault by vicious animals
<input type="checkbox"/>	<input type="checkbox"/>	52. Misdemeanor drive-by shooting
<input type="checkbox"/>	<input type="checkbox"/>	53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees
<input type="checkbox"/>	<input type="checkbox"/>	54. Misdemeanor discharging a firearm at a structure
<input type="checkbox"/>	<input type="checkbox"/>	55. Misdemeanor prisoner assault with bodily fluids
<input type="checkbox"/>	<input type="checkbox"/>	56. Misdemeanor aiming a laser pointer at a peace officer
<input type="checkbox"/>	<input type="checkbox"/>	57. Misdemeanor possession and sale of peyote
<input type="checkbox"/>	<input type="checkbox"/>	58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance
<input type="checkbox"/>	<input type="checkbox"/>	59. Misdemeanor selling or giving nitrous oxide to underage persons
<input type="checkbox"/>	<input type="checkbox"/>	60. Misdemeanor sale of regulated chemicals
<input type="checkbox"/>	<input type="checkbox"/>	61. Misdemeanor sale of precursor chemicals
<input type="checkbox"/>	<input type="checkbox"/>	62. Misdemeanor production or transportation of marijuana
<input type="checkbox"/>	<input type="checkbox"/>	63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs
<input type="checkbox"/>	<input type="checkbox"/>	64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs
<input type="checkbox"/>	<input type="checkbox"/>	65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs
<input type="checkbox"/>	<input type="checkbox"/>	66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15
<input type="checkbox"/>	<input type="checkbox"/>	67. Misdemeanor involving or using minors in drug offenses
<input type="checkbox"/>	<input type="checkbox"/>	68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone
<input type="checkbox"/>	<input type="checkbox"/>	69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia
<input type="checkbox"/>	<input type="checkbox"/>	70. Misdemeanor use of wire communication or electronic communication in drug-related transactions
<input type="checkbox"/>	<input type="checkbox"/>	71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs
<input type="checkbox"/>	<input type="checkbox"/>	72. Misdemeanor manufacture or distribution of prescription-only drug
<input type="checkbox"/>	<input type="checkbox"/>	73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs
<input type="checkbox"/>	<input type="checkbox"/>	74. Misdemeanor manufacture of certain substances and drugs by certain means

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact your local office manager; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

LCR-1034A FORS (9-15)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.

Asegúrese que revise todas las cinco páginas del afidávit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

SU NOMBRE (Nombre, segundo, apellido) _____ FECHA DE NACIMIENTO (MM/DD/AA) _____

DIRECCIÓN (Num., calle, núm. de apto., ciudad, estado, código postal) _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- No he sido declarado culpable ni estoy acusado de ningún delito.
- He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (*propvea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario*):

TAMBIÉN – Marque una de lo siguiente:

- No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (*Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted NO TENDRÁ derecho de apelar la decisión.*)

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Su Firma _____

Fecha _____

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20 _____

Commission Expiration date _____

Notary Public's Signature _____

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

- | SÍ | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Abuso sexual abuse de un adulto vulnerable |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Incesto |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Agresión sexual |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Explotación de un menor o un adulto vulnerable |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Explotación sexual comercial de un menor o un adulto vulnerable |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Prostitución de un menor según A.R.S. § 13-3212 |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Abuso infantil |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Negligencia de niño que sea un delito grave |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Conducta sexual con un menor |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Abuso inmoral de un menor o adulto vulnerable |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705 |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Explotación de menores para delitos relacionados con drogas |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206 |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Negligencia o abuso de un adulto vulnerable |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Trafico de sexo |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Abuso sexual |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502 |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506 |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01 |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512 |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Seducir a un menor para el propósito de explotación sexual |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Incitar a cualquier personas para propósitos de prostitución |
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. Instigar o colocar personas en una casa de prostitución |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. Recibir ganancias de una persona prostituida |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. Causar prostitución de su cónyuge |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Detención de personas en una casa de prostitución para satisfacer deudas |
| <input type="checkbox"/> | <input type="checkbox"/> | 29. Mantener o residir en una casa de prostitución o empleo en prostitución |
| <input type="checkbox"/> | <input type="checkbox"/> | 30. Proxenetismo |
| <input type="checkbox"/> | <input type="checkbox"/> | 31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308 |
| <input type="checkbox"/> | <input type="checkbox"/> | 32. Transporte de personas para propósitos de prostitución, poligamia y concubinato |
| <input type="checkbox"/> | <input type="checkbox"/> | 33. Representar un adulto como un menor según A.R.S. § 13-3555 |
| <input type="checkbox"/> | <input type="checkbox"/> | 34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558 |
| <input type="checkbox"/> | <input type="checkbox"/> | 35. Algún delito que incluye contribuir a la delincuencia de un menor |
| <input type="checkbox"/> | <input type="checkbox"/> | 36. La venta o compra ilegal de niños |
| <input type="checkbox"/> | <input type="checkbox"/> | 37. Bigamia infantil |
| <input type="checkbox"/> | <input type="checkbox"/> | 38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009. |
| <input type="checkbox"/> | <input type="checkbox"/> | 39. Delito grave de exhibicionismo |
| <input type="checkbox"/> | <input type="checkbox"/> | 40. Delito grave de indecencia sexual pública |
| <input type="checkbox"/> | <input type="checkbox"/> | 41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1 |
| <input type="checkbox"/> | <input type="checkbox"/> | 42. Terrorismo |
| <input type="checkbox"/> | <input type="checkbox"/> | 43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03 |

Apelable 5 años después de condena

No se puedan apelar los siguientes delitos graves si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Imprudencia riesgosa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Incendio intencional
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Agresión
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Agresión agravada
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Agresión peligrosa o mortal por parte de prisionero o menor
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Agresión mediante animales viciosos
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Tiroteo desde auto
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Agresión contra los empleados o voluntarios y empleados del hospital estatal
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Disparar un arma de fuego contra una estructura
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Agresión por parte de prisionero con fluidos corporales
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Apuntar un Láser a un agente de las fuerzas del orden
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Posesión y venta de peyote
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Vender o dar óxido nítrico a personas de menor de edad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. La venta de químicas reglamentadas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. La venta de químicos precursores
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Producción o transportación de la marihuana
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. El hacer participar o usar menores durante delitos de drogas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. El fabricar o distribuir drogas disponibles solo por receta
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Manufactura de ciertas sustancias y drogas a través de ciertos medios

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

- | SÍ | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Hurto |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Robo mediante extorsión |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Hurto de mercancías en una tienda o negocio |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Falsificación |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Posesión criminal de un instrumento de falsificación |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Obtener una firma mediante decepción |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Personificación criminal |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Recibir algo de valor obtenido por medio del uso fraudulento de una tarjeta de crédito |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Falsificación de una tarjeta de crédito |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Uso fraudulento de una tarjeta de crédito |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Posesión de maquinaria, placas u otros dispositivos, o una tarjeta de crédito incompleta |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Declaración falsa acerca de su situación financiera o identidad para obtener una tarjeta de crédito |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Fraude cometido por personas autorizadas a proporcionar bienes o servicios |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Hurto de transacciones de tarjetas de crédito |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Conducta ilícita que involucra armas |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Conducta ilícita que involucra explosivos |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Dejar explosivos |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Conducta ilícita que involucra explosivos simulados |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Violación de las leyes contra armas ocultas |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Delito menor de exhibicionismo |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Delito menor de indecencia sexual pública |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Daño criminal agravado |
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Agregar veneno u otra sustancia dañina a alimentos, bebidas o medicamentos |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. Una ofensa criminal que involucra y transgresión criminal bajo Título 13, Capítulo 15 |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. Una ofensa criminal que involucra y escalamiento criminal bajo Título 13, Capítulo 15 |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. Una ofensa criminal que incluye crimen organizado o fraude de acuerdo con Título 13, Capítulo 23, salvo terrorismo |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Delitos menores que incluyen negligencia de menores |
| <input type="checkbox"/> | <input type="checkbox"/> | 29. Delitos menores que incluyen contribuir a la delincuencia de un menor |
| <input type="checkbox"/> | <input type="checkbox"/> | 30. Delitos menores que incluyen violencia familiar tal y como se define en el A.R.S. § 13-3601 |
| <input type="checkbox"/> | <input type="checkbox"/> | 31. Delitos graves que incluyen violencia familiar si el delito incluye sólo el daño criminal en al cantidad de \$250 pero menos de \$1000 y se cometió el delito antes del 29 de junio de 2009. |
| <input type="checkbox"/> | <input type="checkbox"/> | 32. Incendio intencional |
| <input type="checkbox"/> | <input type="checkbox"/> | 33. Daño criminal |
| <input type="checkbox"/> | <input type="checkbox"/> | 34. Apropiación indebida de fondos de una escuela charter según A.R.S. § 13-1318 |
| <input type="checkbox"/> | <input type="checkbox"/> | 35. Tomar la identidad de otra persona o entidad |
| <input type="checkbox"/> | <input type="checkbox"/> | 36. Tomar la identidad de otra persona o entidad agravada |
| <input type="checkbox"/> | <input type="checkbox"/> | 36. Tráfico de la identidad de otra persona o entidad |
| <input type="checkbox"/> | <input type="checkbox"/> | 37. Crueldad contra animales |
| <input type="checkbox"/> | <input type="checkbox"/> | 39. Prostitución según A.R.S. § 13-3214 |
| <input type="checkbox"/> | <input type="checkbox"/> | 40. Vender o distribuir materias dañosas a menores mediante vendedores automáticas según A.R.S. § 13-3513 |
| <input type="checkbox"/> | <input type="checkbox"/> | 41. Fraude de asistencia social |
| <input type="checkbox"/> | <input type="checkbox"/> | 42. Secuestro |
| <input type="checkbox"/> | <input type="checkbox"/> | 43. Robo, robo agravado o robo que involucra armas |
| <input type="checkbox"/> | <input type="checkbox"/> | 44. Delito menor de imprudencia riesgosa |
| <input type="checkbox"/> | <input type="checkbox"/> | 45. Delito menor de amenazar o intimidar |

- | SÍ | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 46. Delito menor de agresión |
| <input type="checkbox"/> | <input type="checkbox"/> | 47. Delito menor de agresión agravada |
| <input type="checkbox"/> | <input type="checkbox"/> | 48. Delito menor de administrar ilegalmente un licor estupefaciente, droga narcótica o drogas peligrosas |
| <input type="checkbox"/> | <input type="checkbox"/> | 49. Delito menor de agresión peligrosa o mortal por parte de prisionero o menor |
| <input type="checkbox"/> | <input type="checkbox"/> | 50. Delito menor de prisioneros quienes cometan agresión con el propósito de incitar a un motín o participar en un motín |
| <input type="checkbox"/> | <input type="checkbox"/> | 51. Delito menor de agresión por animales fieros |
| <input type="checkbox"/> | <input type="checkbox"/> | 52. Delito menor de tiroteo desde auto |
| <input type="checkbox"/> | <input type="checkbox"/> | 53. Delito menor de agresión a un empleado de seguridad pública o voluntarios y empleados del hospital estatal |
| <input type="checkbox"/> | <input type="checkbox"/> | 54. Delito menor de disparar una arma de fuego dentro de una estructura |
| <input type="checkbox"/> | <input type="checkbox"/> | 55. Delito menor de agresión por parte de un prisionero con fluidos corporales |
| <input type="checkbox"/> | <input type="checkbox"/> | 56. Delito menor de apuntar un Láser a un agente de las fuerzas del orden |
| <input type="checkbox"/> | <input type="checkbox"/> | 57. Delito menor de poseer y vender el peyote |
| <input type="checkbox"/> | <input type="checkbox"/> | 58. Delito menor de poseer y vender una sustancia que libra vapores que contengan una sustancia tóxica |
| <input type="checkbox"/> | <input type="checkbox"/> | 59. Delito menor de vender o dar óxido nítrico a personas de menor de edad |
| <input type="checkbox"/> | <input type="checkbox"/> | 60. Delito menor de vender químicas reguladas |
| <input type="checkbox"/> | <input type="checkbox"/> | 61. Delito menor de vender de químicas precursores |
| <input type="checkbox"/> | <input type="checkbox"/> | 62. Delito menor de producir o transportar la marihuana |
| <input type="checkbox"/> | <input type="checkbox"/> | 63. Delito menor de poseer, usar o vender marihuana, drogas peligrosas o drogas narcóticas |
| <input type="checkbox"/> | <input type="checkbox"/> | 64. Delito menor de poseer, usar, administrar, adquirir, vender, fabricar o transportar drogas disponibles sólo por receta |
| <input type="checkbox"/> | <input type="checkbox"/> | 65. Delito menor de administrar, adquirir, fabricar o transportar drogas peligrosas o narcóticas |
| <input type="checkbox"/> | <input type="checkbox"/> | 66. Delito menor de fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años |
| <input type="checkbox"/> | <input type="checkbox"/> | 67. Delito menor que involucre, implique o utilice menores en un delito de drogas |
| <input type="checkbox"/> | <input type="checkbox"/> | 68. Delito menor de poseer, usar, vender o transferir marihuana, peyote, drogas recetadas, drogas peligrosas, o drogas narcóticas o fabricar drogas peligrosas dentro de una zona escolar libre de drogas |
| <input type="checkbox"/> | <input type="checkbox"/> | 69. Delito menor de poseer, fabricar, entregar y hacer publicidad de parafernalia de drogas |
| <input type="checkbox"/> | <input type="checkbox"/> | 70. Delito menor de usar comunicación alámbrica o comunicación electrónica durante transacciones relacionadas a drogas |
| <input type="checkbox"/> | <input type="checkbox"/> | 71. Delito menor de usar un edificio para vender o fabricar drogas peligrosas o narcóticas |
| <input type="checkbox"/> | <input type="checkbox"/> | 72. Delito menor de fabricar o distribuir drogas disponibles sólo por receta. |
| <input type="checkbox"/> | <input type="checkbox"/> | 73. Delito menor de fabricar, distribuir, o poseer con el propósito de usar sustancias controladas de imitación, drogas disponibles sólo por receta de imitación o drogas sin receta de imitación |
| <input type="checkbox"/> | <input type="checkbox"/> | 74. Delito menor de fabricar ciertas sustancias por medio de ciertas maneras |

Programa y Empleador con Igualdad de Oportunidades • Bajo los Títulos VI y VII de la Ley de los Derechos Civiles de 1964 (Títulos VI y VII) y la Ley de Estadounidenses con Discapacidades de 1990 (ADA por sus siglas en inglés), Sección 504 de la Ley de Rehabilitación de 1973, Ley contra la Discriminación por Edad de 1975 y el Título II de la Ley contra la Discriminación por Información Genética (GINA por sus siglas en inglés) de 2008; el Departamento prohíbe la discriminación en la admisión, programas, servicios, actividades o empleo basado en raza, color, religión, sexo, origen, edad, discapacidad, genética y represalias. El Departamento tiene que hacer las adaptaciones razonables para permitir que una persona con una discapacidad participe en un programa, servicio o actividad. Esto significa por ejemplo que, si es necesario, el Departamento tiene que proporcionar intérpretes de lenguaje de señas para personas sordas, un establecimiento con acceso para sillas de ruedas o material con letras grandes. También significa que el Departamento tomará cualquier otra medida razonable que le permita a usted entender y participar en un programa o en una actividad, incluso efectuar cambios razonables en la actividad. Si usted cree que su discapacidad le impedirá entender o participar en un programa o actividad, por favor infórmenos lo antes posible de lo que usted necesita para acomodar su discapacidad. Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con el gerente de su oficina local; Servicios de TTY/TDD: 7-1-1. • Ayuda gratuita con traducciones relacionadas a los servicios del DES está disponible a solicitud del cliente.

Area Agency on Aging, Region One Billing Time Frames			
Billing Month	Billing Due	Re-Billing Due	Re-Billing Time Limit
July	August 10th	November 10th	3 months
August	September 10th	December 10th	3months
September	October 10th	January 10th	3months
October	November 10th	February 10th	3months
November	December 10th	March 10th	3months
December	January 10th	April 10th	3months
January	February 10th	May 10th	3months
February	March 10th	June 10th	3months
March	April 10th	July 10th	3months
April	May 10th	July 10th	2 months
May	June 10th	July 10th	1 month
June	July 10th	July 10th	0 month

5/29/19 EMAILED TO:
vmatuz@guadalupeaz.org
jkulaga@guadalupeaz.org

RESOLUTION NO. R2019.13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF THE BOYS AND GIRLS CLUBS OF THE EAST VALLEY – GUADALUPE THUNDERBIRDS BRANCH FOR A GRANT FROM THE TOHONO O’ODHAM NATION FOR THE UPGRADE OF COMPUTER TECHNOLOGY AND CONNECTIVITY.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Tohono O’odham Nation has entered into a gaming contract with the State of Arizona and said compact requires that the Tohono O’odham Nation contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, the proposed project will be conducted in the Town of Guadalupe at the Guadalupe Thunderbirds Boys & Girls Club,

WHEREAS, in the spirit of regional cooperation, the Town of Guadalupe acts as a pass through for a portion of Tohono O’odham Nation’s statutory contribution to external organizations to which the tribe has awarded a grant, and

WHEREAS, the following funding request would support the program listed below as further set forth in the application:

Boys & Girls Clubs of the East Valley – Guadalupe Thunderbird Branch: Computer Technology and Connectivity Upgrades,

WHEREAS, the Town’s responsibilities in acting as a pass through agent for the purposes of the grant is limited to accepting the grant funding from the Tohono O’odham Nation on behalf of the grantees, if approved, and passing it on to The Boys & Girls Clubs of the East Valley.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

That the Town of Guadalupe approves the submission of Boys & Girls Clubs of the East Valley – Guadalupe Thunderbird Branch’s application for funds from the Tohono O’odham Nation for the purpose of computer upgrades.

That the City Manager or his designee is authorized to forward the above approved application to the Tohono O’odham Nation Chin.

DATED, this 13th day of June, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David Ledyard, Town Attorney



**BOYS & GIRLS CLUBS
OF THE EAST VALLEY**

Program Service Center
2602 W Baseline Road Ste. 25
Mesa AZ 85202
Tel 480.820.3688
Fax 480.820.4093
TTY: 7-1-1
www.clubzona.org
facebook.com/clubzona
twitter @clubzonabgc

BRANCHES

Compadre Branch- Chandler
480.899.8302
compadre@clubzona.org

Gila River Branch- Komatke
520.550.1113
komatke@clubzona.org

Gila River Branch- Sacaton
520.562.3890
sacaton@clubzona.org

Gilbert Branch
480.813.2020
gilbert@clubzona.org

Grant Woods Branch- Mesa
480.844.0963
grantwoods@clubzona.org

Ladmo Branch- Tempe
480.858.2400
ladmo@clubzona.org

North Tempe Branch
480.858.6500
nt@clubzona.org

Queen Creek Branch
480.358.3769
qc@clubzona.org

Stevenson Branch
480.472.9071
Stevenson@clubzona.org

Superstition Mountain Branch
Apache Junction
480.982.6381
aj@clubzona.org

Thunderbirds Branch-
Guadalupe
480.897.6247
thunderbirds@clubzona.org

CHARTER SCHOOL

Mesa Arts Academy
480.844.3965
maa@clubzona.org



May 15, 2019

Mr. Jeff Kulaga
Town Manager
Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

Dear Mr. Kulaga,

Thank you for working with our Branch Manager, David DeBruin, to ensure that the attached proposal is included on the agenda for review at an upcoming Town Council meeting.

We are hopeful that the Town of Guadalupe will agree to serve as sponsor/fiscal agent for our proposal to the Tohono O’odham Nation for Prop 202 funding. We are requesting a \$32,200 grant to upgrade our computer technology and connectivity, so that Boys & Girls Club members have enhanced access to the newest state-of-the-art software and web-based programs related to STEM – science, technology, engineering and math.

Again, we appreciate any assistance you can give.

Sincerely,

Connie Perez
President and CEO

GREAT FUTURES START HERE.



**BOYS & GIRLS CLUBS
OF THE EAST VALLEY**

Application for Proposition 202 funding from the Tohono O'odham Nation

Applicant Info: The Boys & Girls Clubs of the East Valley – Guadalupe Thunderbirds Branch

Priority Area: Education

Summary: Through the proposed project, we aim to provide 1,200 low-income youth and teens with access to state-of-the-art technology and connectivity, thereby preparing them with knowledge and skills in STEM careers (science, technology, engineering, and math).

a. Need and How the Project Will Address that Need

The purpose of the proposed project is to upgrade the quality of 40 computer workstations and digital connectivity at the Guadalupe Thunderbirds Boys & Girls Club. Doing this will address a key barrier – lack of access to state-of-the-art equipment - that often prevents low-income youth from aspiring to post-secondary education and careers in the fields of science, technology, engineering and mathematics (STEM).

A 2016 study on 'why low-income kids are nowhere to be found in STEM' documented the digital divide that exists among low-income youth, especially those from racial and ethnic minority groups (www.theadvocate.org/low-income-kids-nowhere-found-stem). Results showed that most low-income families have difficulty affording a home computer with an Internet package. This has many long-term consequences, one of which is lack of access to web-based software and activities that build the basic literacy and math skills needed for STEM education.

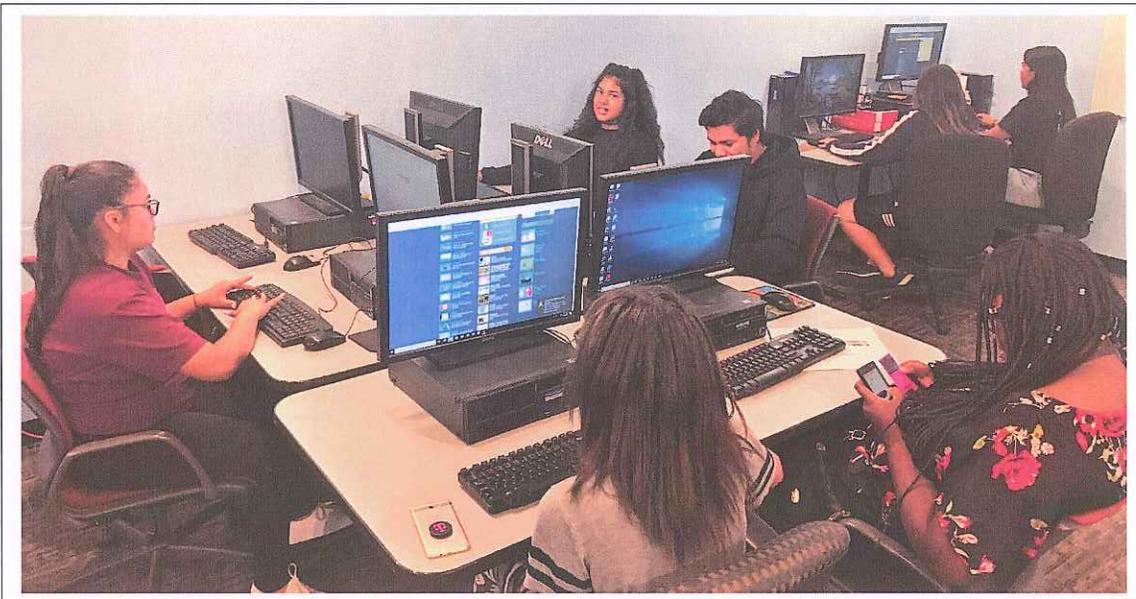
The 2018 Hechinger Report on inequality in education (www.hechingerreport.org) documented that low-income families tend to live in less-privileged neighborhoods where the quality and financial situation of schools is also low. Poorer schools have limited ability to provide the types of resources needed for STEM education, and this in turn limits students' opportunities and career options. Upon graduating from high school, low-income students often do not meet the knowledge requirements for entering local community colleges, much less for acceptance by top post-secondary institutions.

By providing daily access to high-quality computers, the Internet, web-based STEM education and curricula, the Guadalupe Thunderbirds Boys & Girls Club can help reduce these disparities and inequities. Our computers are currently over six years old, and new processors, monitors, and routers are needed in order to utilize the newest STEM-related educational software. Simply upgrading a few computers is not the answer – we want to be able to consistently offer every member the same high-quality educational experiences. Thus, we are seeking funds from the Tohono O'odham to allow us to upgrade all 40 of our computers and peripherals.

b. Population to Benefit

All 1,200 youth and teens who are members of the Guadalupe Thunderbirds Boys & Girls Club stand to benefit from having access to new computer technology. The typical member is between ages 5-18, from a low-income household, and from a racial/ethnic minority group. Of the 200 members attend the Club daily, 75 of them (37.5%) are from a Tribal community.

As the photo below indicates, our computer lab is among the most popular and heavily used areas of the Club. It is common for every computer workstation to be constantly occupied. Our computers and Internet service as the primary way that many of our members have access to the websites and software needed to do their homework and explore their interests.



We are currently using a free 'open source' router which does not have optimal capacity to filter out Internet resources that pose safety hazards for youth and teens. The router is unpredictable and thus interruptions in connectivity frequently occur. The purchase of new SonicWall routers and filters will benefit parents by giving them peace of mind about their child's safety while using the Internet at the Club. SonicWall will also increase members' motivation to participate in web-based learning programs, because connectivity issues will not interrupt activities mid-stream as they now do.

Youth and teens who participate in our STEM Special Interest groups will especially benefit from upgraded computer workstations that include larger monitors and newer processors, because the equipment will allow them to use and enjoy more diverse and stimulating educational software. Newer software cannot function on our old computers, and we want our members to have access to state-of-the-art products that encourage experimentation, flexible thinking, and the use of engineering, math and science concepts and skills.

c. Budget

Workstations (Quantity 40 @ \$649.99 each = \$25,999.60 total)

Module	Description
Dell OptiPlex SFF	Dell OptiPlex Small Form Factor XCTO
Processor	Intel® Core™ i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux
Operating System(s)	Windows 10 Professional
Microsoft Office	Office Standard 2019
Memory	8GB 1x8GB DDR4 2400MHz Memory
Video Card	Intel® Integrated Graphics
Hard Drive	3.5" 500GB 7200rpm Hard Disk Drive
Keyboard	Black Dell KB216 Wired Keyboard (English)
Mouse	Dell USB Laser 6-Button Mouse
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis

Monitors (Quantity 40 @ \$144.99 each = \$5,799.60 total)

Module	Description
Dell E2417H 24 Monitor	Dell 24 Monitor - E2417H
Hardware Support Services	3 Years Advanced Exchange Service

Firewall (Quantity 1 @ \$420.90)

Module	Description
SonicWALL SOHO	SonicWALL SOHO Firewall/Router
Hardware Support Services	1 Year SonicWALL TotalSecure Service

TOTAL Proposed Project Budget: \$32,220

e. Other Related Funding Requests and Status

To financially support operations at 11 Clubs, and to be able to give scholarships and fee waivers to low-income families, the Boys & Girls Clubs of the East Valley conducts two major fundraising events annually and continually seeks grants from a wide range of local municipalities, companies, civic groups and foundations. The list below provides a list of our top 25 contributors. In addition, we conduct an annual appeal that brings in many donations of all sizes from individuals. For 2019-20, we have requested Prop 202 funding from the Gila River Indian Community for a project at our Chandler Compadres Club and from the Fort McDowell Yavapai Nation for a project at our Queen Creek Club. This proposal to the Tohono O'Odham is to specifically benefit the Guadalupe Thunderbirds Club.

Top 25 Funders in 2018-19

Chandler Compadres	376,870
Toyota Financial	123,367
Coronado West	60,500
ON Semiconductor	37,000
Lowe's Foundation	30,816
Az Community Foundation	30,000
The Whiteman Foundation	30,000
Cox Communications, Inc	26,014
Buffalo Wild Wings	26,000
Salt River Project	25,250
General Dynamics Mission Sys	25,000
Mesa Hohokam Foundation	25,000
Ross Store	24,641
Wells Fargo Foundation	23,500
Gila River Gaming	22,000
K12 Virtual School	16,500
Intel	16,350
BMO Harris Bank	15,000
Wild Horse Pass Dev. Authority	15,000
ASML Foundation	14,996
Sun Lakes Charities	13,500
Bank Of America Foundation	12,000
American Blue Ribbon Holdings	11,147
Aero-Zone Inc	11,000
Jerry W Brock Foundation	11,000

f. Past Awards

This is the first time we have applied for Tohono O'Odham funds.

- g. Primary Contact:** Chris Quasula, District Executive, Telephone: 480-820-3688,
 Fax: 480-820-4093 2602 W. Baseline Rd., Mesa, AZ 85235 chris.quasula@clubzona.org
 The Guadalupe Club is located at 9225 South Avenida Del Yaqui, Guadalupe, AZ 8528



GUADALUPE TOWN COUNCIL MEETING SCHEDULE AND NOTICE
JUNE 2019 THROUGH DECEMBER 2019

June 7, 2019

Mayor and Council,

Below is the meeting schedule for the remainder of 2019, for Council consideration and discussion. Council may reschedule, add, or delete meetings. All meetings are held in the Town Hall Council Chambers, beginning at 6:00 p.m..

Month	2 nd Thursday Date:	4 th Thursday Date:	Proposed Agenda Items
June	13	27	June 27: Approve FY 2019/20 Budget
July	11	25	
August	8	22	
September	12	26	
October	10	24	
November	14	28 MEETING CANCELLED	November 14: County CDBG Grants Resolution
December	12 MEETING CANCELLED Monday, December 9 MEETING ADDED	26 MEETING CANCELLED	

Accounts Payable

Checks by Date - Detail by Check Number

User: jdrury
Printed: 6/3/2019 9:28 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63694	ALESNAR 04282019	Alesna, Romell car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
Total for Check Number 63694:				400.00
63695	AVESIS 2316347	Avesis Insurance vision insurance May 19	05/03/2019 vision insurance May 19	8.45
	2316347	vision insurance May 19	vision insurance May 19	12.60
	2316347	vision insurance May 19	vision insurance May 19	7.18
	2316347	vision insurance May 19	vision insurance May 19	8.26
	2316347	vision insurance May 19	vision insurance May 19	3.15
	2316347	vision insurance May 19	vision insurance May 19	0.95
	2316347	vision insurance May 19	vision insurance May 19	29.91
	2316347	vision insurance May 19	vision insurance May 19	14.19
	2316347	vision insurance May 19	vision insurance May 19	0.95
	2316347	vision insurance May 19	vision insurance May 19	1.26
	2316347	vision insurance May 19	vision insurance May 19	1.26
	2316347	vision insurance May 19	vision insurance May 19	11.67
	2316347	vision insurance May 19	vision insurance May 19	3.40
	2316347	vision insurance May 19	vision insurance May 19	3.41
	2316347	vision insurance May 19	vision insurance May 19	5.31
	2316347	vision insurance May 19	vision insurance May 19	7.12
	2316347	vision insurance May 19	vision insurance May 19	0.63
	2316347	vision insurance May 19 ee dep	vision insurance May 19	61.14
Total for Check Number 63695:				180.84
63696	SECSTATE notary VM notary VM notary VM	AZ Secretary of State % notary renewal VM % notary renewal VM % notary renewal VM	05/03/2019 notary renewal VM notary renewal VM notary renewal VM	14.19 14.62 14.19
Total for Check Number 63696:				43.00
63697	BECKDAN 04272016 04282019	Beck, Daniel dia del nino: security, crowd, and traffic control 10. car show: security, crowd, and traffic control 10.	05/03/2019 dia del nino: security, crowd, ; car show: security, crowd, anc	300.00 525.00
Total for Check Number 63697:				825.00
63698	BOUNDTRE 83182970	Bound Tree Medical, LLC iv admin set, electrodes, iv solution, endotrachea	05/03/2019 iv admin set, electrodes, iv sol	750.51
Total for Check Number 63698:				750.51
63699	BURKHALT 04282019	Burkhalter, Todd car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
Total for Check Number 63699:				400.00
63700	CARTUSCI	Cartusciello, Davin	05/03/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	04282019	car show: security, crowd, and traffic control 10	car show: security, crowd, anc	500.00
			Total for Check Number 63700:	500.00
63701	CINTAS 5013574354	Cintas Corporation refill medicine supply cabinet Apr 19 maint yd	05/03/2019 refill medicine supply cabinet	168.37
	5013574354	refill medicine supply cabinet Apr 19 Town Hall	refill medicine supply cabinet	74.43
	5013574354	refill medicine supply cabinet Apr 19 % sr center	refill medicine supply cabinet	4.28
	5013574354	refill medicine supply cabinet Apr 19 % sr center	refill medicine supply cabinet	3.84
	5013574354	refill medicine supply cabinet Apr 19 % sr center	refill medicine supply cabinet	0.61
	5013574354	refill medicine supply cabinet Apr 19 CAP	refill medicine supply cabinet	51.83
			Total for Check Number 63701:	303.36
63702	COMMTIRE 8045429	Community Tire Pros & Auto Repair backhoe & stage: tire repair	05/03/2019 backhoe & stage: tire repair	312.24
			Total for Check Number 63702:	312.24
63703	COTAHERN 04282019	Cota, Hernan car show: security, crowd, and traffic control 6 h	05/03/2019 car show: security, crowd, anc	300.00
			Total for Check Number 63703:	300.00
63704	DAGOSTGA 04282019	D'Agostino, Gary car show: security, crowd, and traffic control 6 h	05/03/2019 car show: security, crowd, anc	300.00
			Total for Check Number 63704:	300.00
63705	DAILYJOU A3247015 A3247021	Daily Journal Corporation notice of hearing for resolution R2019.02 notice of hearing for resolution R2019.03	05/03/2019 notice of hearing for resolutio notice of hearing for resolutio	6.03 6.33
			Total for Check Number 63705:	12.36
63706	DIAZJ 04282019	Diaz, Juan Manuel car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
			Total for Check Number 63706:	400.00
63707	FIREWORK 9083	Fireworks Productions of AZ fireworks display 6/30	05/03/2019 fireworks display 6/30	1,500.00
			Total for Check Number 63707:	1,500.00
63708	FISCHJ 04282019	Fischer, Jody car show: security, crowd, and traffic control 6 h	05/03/2019 car show: security, crowd, anc	300.00
			Total for Check Number 63708:	300.00
63709	FORTNERJ 04282019	Fortner, Josh car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
			Total for Check Number 63709:	400.00
63710	GUZMANL 386049 386049	Guzman Gordillo, Luis toyota: replace door latch toyota: door latch	05/03/2019 toyota: door latch repair and ii toyota: door latch repair and ii	75.00 25.00
			Total for Check Number 63710:	100.00
63712	HAMILB 04282019	Hamill, Barry car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	520.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63712:	520.00
63713	HARVEST CM 2018-000059	Harvest Dispensary restitution	05/03/2019 restitution	163.69
			Total for Check Number 63713:	163.69
63714	HOME2871 10604 1341257 21114 21114 21137 2340790 2341188 2341188 2341188 2525368 4014162 4271258 4271258 4271258 4390485 4390485 4390485 4390485 4390485 4390485 4390485 6513687 9549	Home Depot Credit Services neighborhood transformation: return of fans to ai jelly jar wall lights, light bulbs, ballasts, and wire % corded ear plugs and safety glasses % corded ear plugs and safety glasses preschool: ceiling tiles and bathroom faucet preschool: ceiling tiles pressure washer repair: replacement lance, replac % safety vests (2) % safety vests (2) air filters Suite #26 & 27: ceiling tiles stott park: led wall packs, wired stem swivel, anc suite # 26 &27: ceiling tiles marquee: photo cell % batteries % air freshner, lysol toilet, respirators, ajax clear % batteries % batteries door handle neighborhood transformation:deposit for rental o	05/03/2019 neighborhood transformation: jelly jar wall lights, light bulb: corded ear plugs and safety gl corded ear plugs and safety gl preschool: ceiling tiles and ba preschool: ceiling tiles replacement lance, nozzle, pre replacement lance, nozzle, pre replacement lance, nozzle, pre air filters Suite #26 & 27: ceiling tiles ceiling tiles, photo cell, wall li ceiling tiles, photo cell, wall li ceiling tiles, photo cell, wall li air freshner, lysol, toilet, respi air freshner, lysol, toilet, respi door handle neighborhood transformation:	-35.34 210.47 13.74 13.75 258.96 62.21 125.30 20.51 20.50 4.81 163.06 459.98 26.56 14.02 8.13 71.84 71.84 23.95 71.84 7.30 1.16 17.26 100.00
			Total for Check Number 63714:	1,731.85
63715	JAKOVIN 04282019	Jakowicz, Brian car show: security, crowd, and traffic control 8.5	05/03/2019 car show: security, crowd, anc	552.50
			Total for Check Number 63715:	552.50
63716	LUCAMIKE 04282019	Lucas, Mike car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
			Total for Check Number 63716:	400.00
63717	LUNAT 04282019	Luna, Tony car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
			Total for Check Number 63717:	400.00
63718	MACKLINJ 04282019	Macklin, Justin car show: security, crowd, and traffic control 10	05/03/2019 car show: security, crowd, anc	500.00
			Total for Check Number 63718:	500.00
63719	MCSHER MAY19PATROL	MCSO Patrol and Per Diem Billing patrol services May 19	05/03/2019 patrol services May 19	147,920.70
			Total for Check Number 63719:	147,920.70
63720	AXA 61005	MONY Life Insurance Company of Americ life insurance May 19	05/03/2019 life insurance May 19	10.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
61005		life insurance May 19	life insurance May 19	6.75
61005		life insurance May 19	life insurance May 19	7.06
61005		life insurance May 19	life insurance May 19	2.62
61005		life insurance May 19	life insurance May 19	0.78
61005		life insurance May 19	life insurance May 19	49.63
61005		life insurance May 19	life insurance May 19	23.52
61005		life insurance May 19	life insurance May 19	0.78
61005		life insurance May 19	life insurance May 19	4.18
61005		life insurance May 19	life insurance May 19	3.66
61005		life insurance May 19	life insurance May 19	1.04
61005		life insurance May 19	life insurance May 19	12.38
61005		life insurance May 19	life insurance May 19	2.82
61005		life insurance May 19	life insurance May 19	2.82
61005		life insurance May 19	life insurance May 19	4.38
61005		life insurance May 19	life insurance May 19	5.91
61005		life insurance May 19	life insurance May 19	0.52
Total for Check Number 63720:				139.31
63721	PEARSEAN 04282019	Pearce, Sean Morgan car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
Total for Check Number 63721:				400.00
63722	REDDY FTI000032215	Reddy Ice Corporation tax for ice purchase 9/28	05/03/2019 tax for ice purchase 9/28	13.40
Total for Check Number 63722:				13.40
63723	SCHADE R7AA17536 R7AA17536	Riviera Finance % milk % milk	05/03/2019 milk milk	16.50 55.26
Total for Check Number 63723:				71.76
63724	ROSENBER 04282019	Rosenberger, Donald car show: security, crowd, and traffic control 10	05/03/2019 car show: security, crowd, anc	650.00
Total for Check Number 63724:				650.00
63725	SANDVERO 04272019 04282019	Sandoval, Veronica Marisol dia del nino: security, crowd, and traffic control : car show: security, crowd, and traffic control 8 h	05/03/2019 dia del nino: security, crowd, : car show: security, crowd, anc	250.00 400.00
Total for Check Number 63725:				650.00
63726	SPECKJ 04282019	Speck, Jason car show: security, crowd, and traffic control 10	05/03/2019 car show: security, crowd, anc	500.00
Total for Check Number 63726:				500.00
63727	SUNSHINE 7532 7532 7532 7532 7532 7532 7532 7532 7532 7532 7532	Sunshine Pest Control extermination services May 19 mercado extermination services May 19 maint yd extermination services May 19 TH extermination services May 19 headstart inside extermination services May 19 headstart outside extermination services May 19 fire extermination services May 19 stott/biehn park extermination services May 19 library extermination services May 19 % sr center extermination services May 19 % sr center	05/03/2019 extermination services May 19 extermination services May 19	135.00 118.62 60.00 13.29 50.00 26.80 50.00 25.70 5.19 5.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7532	extermination services May 19 % sr center	extermination services May 19	5.19
	7532	extermination services May 19 CAP	extermination services May 19	70.02
	7532	extermination services May 19 straw house	extermination services May 19	50.00
	7532	extermination services May 19 block house	extermination services May 19	50.00
Total for Check Number 63727:				665.00
63728	TAVENAT 05102019	Tavena, Tony mother's day: dj for dance	05/03/2019 mother's day: dj for dance	125.00
Total for Check Number 63728:				125.00
63729	TEWBILLS 04252019 04262019 04292019	Tempe, City of (Resident) water bills collected 4/25 water bills collected 4/26 water bills collected 4/29	05/03/2019 water bills collected 4/25 water bills collected 4/26 water bills collected 4/29	66.70 72.26 151.20
Total for Check Number 63729:				290.16
63730	USINTERN 107-10084-0073 107-10084-0073 107-10084-0073 107-10084-0073	US Internet monthly email monitoring May 19 monthly email monitoring May 19 monthly email monitoring May 19 monthly email monitoring May 19	05/03/2019 monthly email monitoring Ma monthly email monitoring Ma monthly email monitoring Ma monthly email monitoring Ma	51.85 14.15 7.05 4.70
Total for Check Number 63730:				77.75
63731	WASTEM 8599983-4886-5	Waste Management of Arizona residential trash pick up Apr 19	05/03/2019 residential trash pick up Apr 1	22,936.50
Total for Check Number 63731:				22,936.50
63732	WAXIE 78222628 78222628 78222628 78222628 78222628	Waxie Sanitary Supply % trash bags % trash bags % trash bags Town Hall % trash bags Headstart % trash bags	05/03/2019 trash bags trash bags trash bags trash bags trash bags	93.82 112.58 37.52 18.76 112.58
Total for Check Number 63732:				375.26
63733	WITMER E1837744 E1837744.001	Witmer Associates Inc cairms (6), leather fronts (6), eyeshields kit w/ ha leather fronts	05/03/2019 cairms (6), leather fronts (6), e leather fronts	1,567.51 257.94
Total for Check Number 63733:				1,825.45
63734	GUZMANE 04282019	Guzman, Ernesto B car show: security, crowd, and traffic control 8 h	05/03/2019 car show: security, crowd, anc	400.00
Total for Check Number 63734:				400.00
63735	ALPHAGRA 29848	Alphagraphics new vehicles: stickers w/ funding by	05/10/2019 new vehicles: stickers w/ fund	56.53
Total for Check Number 63735:				56.53
63736	AMLEGALP 0126826	American Legal Publishing Corp conversion of Ordinances to searchable pdf onliir	05/10/2019 conversion of Ordinances to s	958.00
Total for Check Number 63736:				958.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63737	APD 229882	APD Power Center b241: regulator	05/10/2019 b241: regulator	71.27
Total for Check Number 63737:				71.27
63738	AUTOZONE 2758594831	AutoZone toyota: door handle	05/10/2019 toyota: door handle	32.42
Total for Check Number 63738:				32.42
63740	CARTUSCI 05022019	Cartusciello, Davin cuaresma: security, crowd, and traffic control 1 h	05/10/2019 cuaresma: security, crowd, an	50.00
Total for Check Number 63740:				50.00
63741	CH 05102019 05102019 05102019	Clearinghouse PR Batch 00810.05.2019 Wage Assignment-CH PR Batch 00810.05.2019 Wage Assignment-CH PR Batch 00810.05.2019 Wage Assignment-CH	05/10/2019 PR Batch 00810.05.2019 Wag PR Batch 00810.05.2019 Wag PR Batch 00810.05.2019 Wag	104.92 177.50 98.48
Total for Check Number 63741:				380.90
63742	COMMTIRE 8045565	Community Tire Pros & Auto Repair b241: new tire	05/10/2019 b241: new tire	361.88
Total for Check Number 63742:				361.88
63743	DHPACE SVC71443	DH Pace Door Services suite 26: door handle and flush bolt	05/10/2019 suite 26: door handle and flusl	359.03
Total for Check Number 63743:				359.03
63744	DIBBLENG 1016014-41 1016014.06-8	Dibble & Associates Consutling Engineers inspection services 3/25-4/18/19 Quad III pavement replacement: construction ma	05/10/2019 inspection services 3/25-4/18/ Quad III pavement replaceme:	7,770.00 1,800.00
Total for Check Number 63744:				9,570.00
63745	GARCIAAS 05032019	Garcia, Ashley refund security deposit 5/3	05/10/2019 refund security deposit 5/3	150.00
Total for Check Number 63745:				150.00
63746	GARCIAF 2019-009	Garcia, Fidelis judicial services 4/20-5/3/2019	05/10/2019 judicial services 4/20-5/3/2019	1,765.15
Total for Check Number 63746:				1,765.15
63747	GONZMON 05242019	Gonzalez, Monica refund security deposit event cancelled 5/24	05/10/2019 refund security deposit event c	150.00
Total for Check Number 63747:				150.00
63748	GFFA 05102019 KF	Guadalupe Firefighters Associa PR Batch 00810.05.2019 Kitty Fund	05/10/2019 PR Batch 00810.05.2019 Kitt	118.00
Total for Check Number 63748:				118.00
63749	GFFA 05102019 UD	Guadalupe Firefighters Associa PR Batch 00810.05.2019 Union Dues	05/10/2019 PR Batch 00810.05.2019 Unic	110.00
Total for Check Number 63749:				110.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63750	JUVES 12078	Juve's Auto Clinic 10 ford e350: oil filter, oil, and shop supplies	05/10/2019 10 ford e350: oil filter, oil, an	45.90
Total for Check Number 63750:				45.90
63751	LANGLINE 4555352 4562937	Language Line Services, Inc interpreter services Apr 19 interpretation of proclamation	05/10/2019 interpreter services Apr 19 interpretation of proclamation	18.29 107.60
Total for Check Number 63751:				125.89
63752	MCPRIS APR19HSNG	MCSO Patrol and Per Diem Billing detention services Apr 19	05/10/2019 detention services Apr 19	2,766.84
Total for Check Number 63752:				2,766.84
63753	MYTEK 65381 65393	Mytek Network Solutions workstation & server management May 19 axcient back up services, additional block, and ap	05/10/2019 workstation & server manage axcient back up services, addi	498.75 632.50
Total for Check Number 63753:				1,131.25
63754	NATWIDE 05102019	Nationwide Retirement Solution PR Batch 00810.05.2019 Nationwide (PEBSCO)	05/10/2019 PR Batch 00810.05.2019 Nati	465.00
Total for Check Number 63754:				465.00
63755	NW-ASRS 05102019	Nationwide Retirement Solutions PR Batch 00810.05.2019 Nationwide ASRS	05/10/2019 PR Batch 00810.05.2019 Nati	121.01
Total for Check Number 63755:				121.01
63756	OFFDEPOT 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001 298424943-001	Office Depot % copy paper coin envelopes pen refills % copy paper % pop-up notes and self-adhesive prong fastener % pop-up notes and self-adhesive prong fastener % pop-up notes and self-adhesive prong fastener % copy paper % copy paper % copy paper % copy paper	05/10/2019 copy paper, coin envelopes, p copy paper, coin envelopes, p	295.18 8.50 16.90 11.50 3.17 0.82 7.76 14.95 4.22 19.17 44.19
Total for Check Number 63756:				426.36
63757	PALS Apr 19	Pet & Animal Lovers Service dead dog pick up Apr 19 (2)	05/10/2019 dead dog pick up Apr 19 (2)	133.00
Total for Check Number 63757:				133.00
63758	RICOH 5056550434 5056550434	Ricoh USA, Inc copy overages Apr 19 copy machine maint May 19	05/10/2019 copy machine maint May 19 copy machine maint May 19	149.05 44.75
Total for Check Number 63758:				193.80
63759	SCHADE R7AA17429 R7AA17429	Riviera Finance % milk % milk	05/10/2019 milk milk	55.26 16.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63759:	71.76
63760	SANDVERO 05022019	Sandoval, Veronica Marisol cuaresma: security, crowd, and traffic control 1 h	05/10/2019 cuaresma: security, crowd, an	50.00
			Total for Check Number 63760:	50.00
63761	SIMSBS 135260	Sims Business Systems copy overages Apr 19	05/10/2019 copy overages Apr 19	44.97
			Total for Check Number 63761:	44.97
63762	SWGAS99 421-4485501-002	Southwest Gas Corporation utility assistance MA	05/10/2019 utility assistance MA	250.00
			Total for Check Number 63762:	250.00
63763	TCI 33439 33439 33439 33439 33439 33439	TCI Security alarm monitoring Apr 19 alarm monitoring Apr 19	05/10/2019 alarm monitoring Apr 19 alarm monitoring Apr 19	67.12 24.28 8.95 8.95 8.95 14.28
			Total for Check Number 63763:	132.53
63764	TEPOWER 299584 299584 299606 299606	Tempe Power Equipment % walker mower rider: tail wheel fork, washer, p % walker mower rider: tail wheel fork, washer, p % walker mower 296: replace ground drive belt % walker mower 296: replace ground drive belt	05/10/2019 % walker mower rider: tail wl % walker mower rider: tail wl walker mower 296: replace gr walker mower 296: replace gr	182.44 182.44 81.21 81.21
			Total for Check Number 63764:	527.30
63765	TEWBILLS 05032019 05062019	Tempe, City of (Resident) water bills collected 5/3 water bills collected 5/6	05/10/2019 water bills collected 5/3 water bills collected 5/6	64.30 276.81
			Total for Check Number 63765:	341.11
63766	UNSITE 114-8410347	United Site Services port a potty Apr 19	05/10/2019 port a potty Apr 19	121.74
			Total for Check Number 63766:	121.74
63767	USBANK 5340656	US Bank Nat'l Assoc 94479021 admin fees 4/19 - 3/20	05/10/2019 admin fees 4/19 - 3/20	450.00
			Total for Check Number 63767:	450.00
63768	WASTEM 8606494-4886-4 8606495-4886-1	Waste Management of Arizona roll off's maint Apr 19 89.18 tons roll off's residential Apr 19 41.56 tons	05/10/2019 roll off's maint Apr 19 89.18 t roll off's residential Apr 19 41	4,447.06 3,393.67
			Total for Check Number 63768:	7,840.73
63769	WRECORP 3503	WRE Corp sr center/headstart roof assessment	05/10/2019 sr center/headstart roof assess:	2,220.00
			Total for Check Number 63769:	2,220.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63777	DRWILSON 05082019	D.R. Wilson Law, PLLC public defender services May 19 (3 cases)	05/17/2019 public defender services May	600.00
Total for Check Number 63777:				600.00
63778	DELPUEB 05102019	Del Pueblo Tire Shop water wagon: replace tire	05/17/2019 water wagon: replace tire	95.00
Total for Check Number 63778:				95.00
63779	DHPACE SVC/71613	DH Pace Door Services suite #32: reset pivot, tighten, and adjust door sw	05/17/2019 suite #32: reset pivot, tighten,	182.50
Total for Check Number 63779:				182.50
63780	FAITH 1060092-093 1060092-093 1060092-093 1060092-093 1060092-093 1060092-093	Faith,Ledyard, Faith general attorney services Apr 19 % sr center general attorney services Apr 19 % sr center general attorney services Apr 19 TH general attorney services Apr 19 prosecution general attorney services Apr 19 % sr center general attorney services Apr 19 copies and post	05/17/2019 general attorney services Apr general attorney services Apr	33.33 33.33 5,060.00 5,316.50 33.34 39.10
Total for Check Number 63780:				10,515.60
63781	JRI WO-2305	Johnson Refrigeration mpr: troubleshoot ac unit and replaced capacitor	05/17/2019 mpr: troubleshoot ac unit and	208.00
Total for Check Number 63781:				208.00
63782	KAPLANG 05062019	Kaplan, Gary quince: crowd and security control 5/6 6 hrs	05/17/2019 quince: crowd and security co	300.00
Total for Check Number 63782:				300.00
63783	LNCURTIS INV230543 INV232580 INV271663 INV281158	LN Curtis and Sons double jacket, reel lite booster hose, coupled w/ 1 all american hose (custom) green nylon hose class a foam 4-5 gal pails	05/17/2019 double jacket, reel lite booster all american hose (custom) green nylon hose class a foam 4-5 gal pails	473.12 385.70 590.78 347.52
Total for Check Number 63783:				1,797.12
63784	MC TREAS Apr 19	Maricopa County Treasurer's fines due to county Apr 19	05/17/2019 fines due to county Apr 19	684.56
Total for Check Number 63784:				684.56
63785	MORAJESS 05102019	Morales, Jessica refund security deposit 5/10	05/17/2019 refund security deposit 5/10	150.00
Total for Check Number 63785:				150.00
63786	OLIVER 53487 53487 53487	Oliver Pkg & Equipment Co % trays % trays % trays	05/17/2019 trays trays trays	239.77 215.31 34.25
Total for Check Number 63786:				489.33
63787	PRINTSPE 94930	Printing Specialists letterhead (1,000)	05/17/2019 letterhead (1,000)	240.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63787:	240.54
63788	SCHADE	Riviera Finance	05/17/2019	
	R7AA17621	% milk	milk	16.50
	R7AA17621	% milk	milk	55.26
	R7AA17747	% milk	milk	16.50
	R7AA17747	% milk	milk	55.26
			Total for Check Number 63788:	143.52
63789	SRP999	Salt River Project	05/17/2019	
	660606005	utility assistance RAB	utility assistance RAB	500.00
			Total for Check Number 63789:	500.00
63790	SHAMROCK	Shamrock Foods Company	05/17/2019	
	19569542	% foam cups, gloves, kitchen cutlery, foam trays	food, kitchen, and janitorial su	10.75
	19569542	% bleach, pine sol, toilet paper, paper towels, mc	food, kitchen, and janitorial su	86.14
	19569542	% foam cups, gloves, kitchen cutlery, foam trays	food, kitchen, and janitorial su	75.21
	19569542	% foam cups, gloves, kitchen cutlery, foam trays	food, kitchen, and janitorial su	67.54
	19569542	% coffee, pineapple juice, cheese, creamer, marg	food, kitchen, and janitorial su	673.38
	19569542	% coffee, pineapple juice, cheese, creamer, marg	food, kitchen, and janitorial su	201.14
	19569542	% bleach, pine sol, toilet paper, paper towels, mc	food, kitchen, and janitorial su	51.38
	19569542	% bleach, pine sol, toilet paper, paper towels, mc	food, kitchen, and janitorial su	13.60
	19576196	% sour cream	sour cream	4.07
	19576196	% sour cream	sour cream	13.63
	19603655	ice cream cups, chili puree, beef pot roast, and te	food, kitchen, and janitorial su	184.01
	19603655	% storage bags, rice bowls, foam cups, kitchen c	food, kitchen, and janitorial su	78.52
	19603655	% storage bags, rice bowls, foam cups, kitchen c	food, kitchen, and janitorial su	12.49
	19603655	% pine sol	food, kitchen, and janitorial su	17.88
	19603655	% storage bags, rice bowls, foam cups, kitchen c	food, kitchen, and janitorial su	87.45
	19603655	% cookie dough, country fried beef fritter, beef l	food, kitchen, and janitorial su	652.37
	19603655	% cookie dough, country fried beef fritter, beef l	food, kitchen, and janitorial su	194.87
	19603655	% pine sol	food, kitchen, and janitorial su	10.67
	19603655	% pine sol	food, kitchen, and janitorial su	2.82
			Total for Check Number 63790:	2,437.92
63791	TEPOWER	Tempe Power Equipment	05/17/2019	
	299760	% pressure washer repair: rocker arm, air cleaner	pressure washer repair	49.15
	299760	% pressure washer repair: rocker arm, air cleaner	pressure washer repair	49.15
			Total for Check Number 63791:	98.30
63792	TESTLUKE	Tempe St Luke's Hospital	05/17/2019	
	Apr 19	pharmacy charges Apr 19	pharmacy charges Apr 19	151.74
			Total for Check Number 63792:	151.74
63793	TEWBILLS	Tempe, City of (Resident)	05/17/2019	
	05102019	water bills collected 5/10	water bills collected 5/10	112.40
	05132019	water bills collected 5/13	water bills collected 5/13	692.52
	05142019	water bills collected 5/14	water bills collected 5/14	538.28
			Total for Check Number 63793:	1,343.20
63794	TRINKARY	Trinka, Ryan	05/17/2019	
	05062019	quince: crowd and security control 5/6 6 hrs	quince: crowd and security co	300.00
			Total for Check Number 63794:	300.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63795	ALVARER 05042019	Alvarez, Eric refund patio deposit 5/4	05/24/2019 refund patio deposit 5/4	150.00
Total for Check Number 63795:				150.00
63796	AZSTTREA Feb 19 Feb 19 Feb 19 Feb 19 Feb 19 Feb 19 Feb 19 Feb 19 Feb 19	AZ State Treasurer TRANSFER RECEIPTS TO RESTITUTION TRANSFER RECEIPTS TO RESTITUTION JCEF TIME PAYMENTS RESTRICTED JCEF TIME PAYMENTS RESTRICTED COURT ENHANCEMENT FUND COURT ENHANCEMENT FUND FINES DUE TO COUNTY FINES DUE TO COUNTY fines due to state Feb 19	05/24/2019 fines due to state Feb 19 fines due to state Feb 19	1,111.74 -1,111.74 52.00 -52.00 12.20 -12.20 355.20 -355.20 1,853.92
Total for Check Number 63796:				1,853.92
63797	BANNERDM APR 19	Banner Desert Medical Center pharmacy charges Apr 19	05/24/2019 pharmacy charges Apr 19	10.00
Total for Check Number 63797:				10.00
63798	BECKDAN 05182019 05192019	Beck, Daniel nunez event: security and crowd control 5/18 6 h floriano event: security and crowd control 5/19 4	05/24/2019 nunez event: security and cro floriano event: security and cr	300.00 200.00
Total for Check Number 63798:				500.00
63799	CARTUSCI 05192019	Cartusciello, Davin floriano event: security and crowd control 5/19 5	05/24/2019 floriano event: security and cr	250.00
Total for Check Number 63799:				250.00
63800	CH 05242019 05242019 05242019	Clearinghouse PR Batch 00824.05.2019 Wage Assignment-CH PR Batch 00824.05.2019 Wage Assignment-CH PR Batch 00824.05.2019 Wage Assignment-CH	05/24/2019 PR Batch 00824.05.2019 Wag PR Batch 00824.05.2019 Wag PR Batch 00824.05.2019 Wag	177.50 98.48 104.92
Total for Check Number 63800:				380.90
63801	DAILYJOU A3254659	Daily Journal Corporation advertising appeal of business license	05/24/2019 advertising appeal of business	1.71
Total for Check Number 63801:				1.71
63802	DHPACE SVC/71728	DH Pace Door Services Holly suite: remove & install 2 new flushbolts	05/24/2019 Holly suite: remove & install :	645.80
Total for Check Number 63802:				645.80
63803	FLORIANO 05192019	Floriano, Angela security deposit refund 5/19	05/24/2019 security deposit refund 5/19	150.00
Total for Check Number 63803:				150.00
63804	GARCIAF 2019-010	Garcia, Fidelis judicial services 5/4-5/17/2019	05/24/2019 judicial services 5/4-5/17/2019	1,765.15
Total for Check Number 63804:				1,765.15
63805	GRAINGER	Grainger	05/24/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	816765903	paper towel dispenser	paper towel dispenser	30.82
			Total for Check Number 63805:	30.82
63806	GFFA 05242019 KF	Guadalupe Firefighters Associa PR Batch 00824.05.2019 Kitty Fund	05/24/2019 PR Batch 00824.05.2019 Kitt	98.00
			Total for Check Number 63806:	98.00
63807	GFFA 05242019 UD	Guadalupe Firefighters Associa PR Batch 00824.05.2019 Union Dues	05/24/2019 PR Batch 00824.05.2019 Unic	110.00
			Total for Check Number 63807:	110.00
63808	GUZMANL 471601	Guzman Gordillo, Luis backhoe: remove and install hydraulic tank	05/24/2019 backhoe: remove and install h	500.00
			Total for Check Number 63808:	500.00
63809	JRI WO-2343 WO-2343	Johnson Refrigeration Town Hall: run capacitor Town Hall: conduct summer check on ac units	05/24/2019 Town hall: check ac units and Town hall: check ac units and	106.00 520.00
			Total for Check Number 63809:	626.00
63810	KARCHERD 05162019	Karcher, David reimburse for tow	05/24/2019 reimburse for tow	80.00
			Total for Check Number 63810:	80.00
63811	KLEES 2246 2246 2246 2246	Klee's Climate Control boxing & ged: replace blower motor preschool: replace thermostat wire & reseal duct suite #15 & #16: leak search, repair, and add coo all units: inspect all ac units on top of mercado (05/24/2019 pm all ac units on mercado an pm all ac units on mercado an pm all ac units on mercado an pm all ac units on mercado an	500.00 75.00 810.00 1,235.00
			Total for Check Number 63811:	2,620.00
63812	MARNLAW May 19	Law Office of Matthew A Marner, PLLC public defender services May 19 (4 cases)	05/24/2019 public defender services May	800.00
			Total for Check Number 63812:	800.00
63813	MORENOLU 05222019	Moreno, Luciana travel to and from stott park to clean (5/1-5/16/1'	05/24/2019 travel to and from stott park to	10.44
			Total for Check Number 63813:	10.44
63814	NATFIRE FX-206771	National Fire Control fire extinguisher recharge, valve stem replaceme	05/24/2019 fire extinguisher recharge, val	113.81
			Total for Check Number 63814:	113.81
63815	NATWIDE 05242019	Nationwide Retirement Solution PR Batch 00824.05.2019 Nationwide (PEBSCO)	05/24/2019 PR Batch 00824.05.2019 Nati	465.00
			Total for Check Number 63815:	465.00
63816	NW-ASRS 05242019	Nationwide Retirement Solutions PR Batch 00824.05.2019 Nationwide ASRS	05/24/2019 PR Batch 00824.05.2019 Nati	121.01
			Total for Check Number 63816:	121.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63817	NUNEZDIA 05182019	Nunez, Diane refund security deposit 5/18	05/24/2019 refund security deposit 5/18	150.00
Total for Check Number 63817:				150.00
63818	PRECISED 16321	Precise Digital support and annual maint FY 20	05/24/2019 support and annual maint FY :	348.50
Total for Check Number 63818:				348.50
63819	PRINTSPE 93972	Printing Specialists printing accounts payable checks (3,000) and pay	05/24/2019 printing accounts payable che	1,415.30
Total for Check Number 63819:				1,415.30
63820	RKSPLUMB 16251	RKS Plumbing & Mechanical, Inc check bylevel drinking fountain and found needs	05/24/2019 check bylevel drinking founta	115.00
Total for Check Number 63820:				115.00
63821	SHAMROCK 19535507 19535507 19535507 19535507 19535507 19535507 19535507 19535507 2844688 2844688	Shamrock Foods Company % foam bowls and foam cups % foam bowls and foam cups % coffee, juice, cheese, creamer, eggs, beans, co % coffee, juice, cheese, creamer, eggs, beans, co % pine sol and urinal screens % foam bowls and foam cups % credit for margarine % credit for margarine	05/24/2019 food, kitchen, and janitorial su food, kitchen, and janitorial su credit for margarine credit for margarine	4.12 25.87 893.00 266.74 13.94 3.69 23.37 28.81 -13.02 -3.88
Total for Check Number 63821:				1,242.64
63822	SHETLERB 19-0001	Shetler, Beatrice translation services for website upgrade project	05/24/2019 translation services for websit	50.00
Total for Check Number 63822:				50.00
63824	TEPEYAC 05202019 05202019	Tepeyac Graphics % 9 safety orange maint shirts % 9 safety orange maint shirts	05/24/2019 9 tshirst for maint 9 tshirst for maint	77.83 77.83
Total for Check Number 63824:				155.66
63825	TRINKARY 05182019	Trinka, Ryan nunez event: security and crowd control 5/18 6 h	05/24/2019 nunez event: security and crow	300.00
Total for Check Number 63825:				300.00
63826	UNFIRE 707371	United Fire Equipment Co fire coat and pants (JC)	05/24/2019 fire coat and pants (JC)	2,433.05
Total for Check Number 63826:				2,433.05
63827	VALEMARC CM 2018-0000884	Valenzuela, Marcello restitution	05/24/2019 restitution	20.00
Total for Check Number 63827:				20.00
63828	WAXIE 78272175	Waxie Sanitary Supply case of hand soap and paper towel dispensers	05/24/2019 case of hand soap and paper to	221.28

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	78272175	case of hand soap	case of hand soap and paper to	60.13
	78286188	% trash bags	trash bags and soap dispenser	171.82
	78286188	% trash bags and soap dispenser	trash bags and soap dispenser	220.90
	78286188	% trash bags TH	trash bags and soap dispenser	68.73
	78286188	% trash bags	trash bags and soap dispenser	206.18
	78286188	% trash bags HS	trash bags and soap dispenser	34.36
			Total for Check Number 63828:	983.40
63829	AGUILARS rent 5.15.2019	Aguilar, Samuel J rental assistance AJ	05/31/2019 rental assistance AJ	500.00
			Total for Check Number 63829:	500.00
63830	ALPHAGRA 30341	Alphagraphics duplicate community input charts (2)	05/31/2019 duplicate community input ch	10.94
			Total for Check Number 63830:	10.94
63831	ALVARLUP rent 5.23.2019	Alvarez, Lupe C rental assistance AA	05/31/2019 rental assistance AA	500.00
			Total for Check Number 63831:	500.00
63832	DHPACE SVC/71804	DH Pace Door Services suite #16: install new flushbolts	05/31/2019 suite #16: install new flushbol	562.90
			Total for Check Number 63832:	562.90
63833	DIBBLENG 1016014-42	Dibble & Associates Consutling Engineers inspection services 4/22-5/16/19	05/31/2019 inspection services 4/22-5/16/	7,245.00
			Total for Check Number 63833:	7,245.00
63834	FLORIANO 05282019	Floriano, Angela refund: deputy left 1 hr early 5/19 event	05/31/2019 refund: deputy left 1 hr early :	50.00
			Total for Check Number 63834:	50.00
63835	HOME2871	Home Depot Credit Services	05/31/2019	
	1272645	garden soil	garden soil	7.57
	1341922	concrete mix to install crosswalk signs	concrete mix to install crossw.	72.43
	1510873	pop up sprinklers, risers, screwdriver, and adjust	pop up sprinklers, risers, screw	94.52
	2624562	schlage door lock, zone timer, screws and lock n	schlage door lock, zone timer,	81.41
	37938	dia del nino: rental of paint sprayer to paint fence	dia del nino: rental of paint sp	150.00
	38332	dia del nino: return of paint sprayer rental	dia del nino: return of paint sp	-18.22
	4522584	def fluid	def fluid	48.52
	46244	sr center: rental of cement mixer	sr center: rental of cement mi	50.00
	46442	sr center: return of rental of cement mixer	sr center: return of rental of ce	-8.98
	5342089	% lightbulbs	lightbulbs	5.19
	5342089	% lightbulbs	lightbulbs	5.76
	5342089	% lightbulbs	lightbulbs	0.83
	5621410	bermuda grass	bermuda grass seed and trash	18.35
	5621410	trash bags	bermuda grass seed and trash	25.88
	6023570	english classroom: lite cable,s, one hole straps, c	english classroom: lite cable,s	86.94
	6342555	general: drill bit set, plastic plug kit w/ drill bit, a	bucket, towels, windex, tire cl	46.39
	6342555	car wash: double bucket, microfiber towels, winc	bucket, towels, windex, tire cl	48.04
	7510197	sprinkler timer, clear cover, and coin batteries	sprinkler timer, clear cover, ar	36.01
	8470156	screws to install nets over outdoor lights	screws to install nets over out	10.01
	8523080	edger	trimmer line & edger	96.20
	8523080	trimmer line	trimmer line & edger	9.71
	9201064	return sink faucet	return sink faucet	-65.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9272740	extension cord	extension cord and garden soi	57.26
	9272740	garden soil	extension cord and garden soi	15.13
Total for Check Number 63835:				873.02
63836	MCHOUSIN rent 5.15.2019	Housing Authority of Maricopa County rental assistance VV	05/31/2019 rental assistance VV	500.00
Total for Check Number 63836:				500.00
63837	JRI	Johnson Refrigeration	05/31/2019	
	WO-2342	% sr center: performed maintenance on ac units	sr center: performed maintena	27.50
	WO-2342	% sr center: performed maintenance on ac units	sr center: performed maintena	137.50
	WO-2342	% sr center: performed maintenance on ac units	sr center: performed maintena	110.00
	WO-2364	Town hall: replaced condensing fan motors (2)	Town hall: replaced condensir	885.00
	WO-2365	% replace condensing fan motor	replace condensing fan motor	162.00
	WO-2365	% replace condensing fan motor	replace condensing fan motor	202.50
	WO-2365	% replace condensing fan motor	replace condensing fan motor	40.50
Total for Check Number 63837:				1,565.00
63838	JUVES 12459 12478	Juve's Auto Clinic 14 ford e-350: oil change and battery replacemer 08 ford escape: oil change	05/31/2019 14 ford e-350: oil change and 08 ford escape: oil change	489.93 41.49
Total for Check Number 63838:				531.42
63839	LNCURTIS INV283620	LN Curtis and Sons adapter	05/31/2019 adapter	77.02
Total for Check Number 63839:				77.02
63840	MRELECT 2013070 2013070 2013070	Mr Electric % install outlet outside sr center for air curtain in % install outlet outside sr center for air curtain in % install outlet outside sr center for air curtain in	05/31/2019 install outlet outside sr center install outlet outside sr center install outlet outside sr center	123.04 30.76 153.80
Total for Check Number 63840:				307.60
63841	RAMIRELI 05252019	Ramirez, Eliska refund security deposit 5/25	05/31/2019 refund security deposit 5/25	150.00
Total for Check Number 63841:				150.00
63842	SCHADE R7AA17855 R7AA17855 R7AA17918 R7AA17918 R7AA17919 R7AA17919	Riviera Finance % milk % milk % milk % milk % returned milk % returned milk	05/31/2019 milk milk milk milk returned milk returned milk	52.39 19.37 35.83 13.24 -18.19 -6.74
Total for Check Number 63842:				95.90
63843	SRP999 194-727-004	Salt River Project utility assistance TA	05/31/2019 utility assistance TA	200.00
Total for Check Number 63843:				200.00
63844	SWGAS99 421-0297026-024	Southwest Gas Corporation utility assistance TA	05/31/2019 utility assistance TA	100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 63844:	100.00
63845	SUNSHINE	Sunshine Pest Control	05/31/2019	
	7634	extermination services Jun 19 maint yd	extermination services Jun 19	118.62
	7634	extermination services Jun 19 town hall	extermination services Jun 19	60.00
	7634	extermination services Jun 19 headstart outside	extermination services Jun 19	50.00
	7634	extermination services Jun 19 headstart inside	extermination services Jun 19	13.29
	7634	extermination services Jun 19 fire	extermination services Jun 19	26.80
	7634	extermination services Jun 19 stott/biehn park	extermination services Jun 19	50.00
	7634	extermination services Jun 19 library	extermination services Jun 19	25.70
	7634	extermination services Jun 19 % sr center	extermination services Jun 19	5.19
	7634	extermination services Jun 19 % sr center	extermination services Jun 19	5.19
	7634	extermination services Jun 19 % sr center	extermination services Jun 19	5.19
	7634	extermination services Jun 19 cap	extermination services Jun 19	70.02
	7634	extermination services Jun 19 straw house	extermination services Jun 19	50.00
	7634	extermination services Jun 19 block house	extermination services Jun 19	50.00
	7634	extermination services Jun 19 mercado	extermination services Jun 19	135.00
			Total for Check Number 63845:	665.00
63846	TE9999 3915500000	Tempe, City of utility assistnace TA	05/31/2019 utility assistnace TA	200.00
			Total for Check Number 63846:	200.00
63847	TEWBILLS	Tempe, City of (Resident)	05/31/2019	
	05152019	water bills collected 5/15	water bills collected 5/15	281.97
	05162019	water bills collected 5/16	water bills collected 5/16	79.67
	05172019	water bills collected 5/17	water bills collected 5/17	388.58
	05202019	water bills collected 5/20	water bills collected 5/20	74.08
	05212019	water bills collected 5/21	water bills collected 5/21	54.36
	05222019	water bills collected 5/22	water bills collected 5/22	80.46
	05232019	water bills collected 5/23	water bills collected 5/23	65.99
	05292019	water bills collected 5/29	water bills collected 5/29	499.58
			Total for Check Number 63847:	1,524.69
5201901	AFLAC 660224	AFLAC supplemental insurance May 19	05/31/2019 supplemental insurance May 1	391.30
			Total for Check Number 5201901:	391.30
5201902	ALLSTREA	Allstream	05/31/2019	
	16082866	local telephone service Apr 19	local telephone service Apr 15	13.19
	16082866	local telephone service Apr 19	local telephone service Apr 15	13.55
	16082866	local telephone service Apr 19	local telephone service Apr 15	26.38
	16082866	local telephone service Apr 19	local telephone service Apr 15	26.38
	16082866	local telephone service Apr 19	local telephone service Apr 15	66.74
	16082866	local telephone service Apr 19	local telephone service Apr 15	79.12
	16082866	local telephone service Apr 19	local telephone service Apr 15	52.93
	16082866	local telephone service Apr 19	local telephone service Apr 15	52.75
	16082866	local telephone service Apr 19	local telephone service Apr 15	79.13
	16082866	local telephone service Apr 19	local telephone service Apr 15	13.19
	16082866	local telephone service Apr 19	local telephone service Apr 15	26.62
	16082866	local telephone service Apr 19	local telephone service Apr 15	13.52
	16082866	local telephone service Apr 19	local telephone service Apr 15	40.91
	16082866	local telephone service Apr 19	local telephone service Apr 15	26.38
	16082866	local telephone service Apr 19	local telephone service Apr 15	92.32
	16082866	local telephone service Apr 19	local telephone service Apr 15	243.93
	16082866	local telephone service Apr 19	local telephone service Apr 15	8.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 5201902:	875.75
5201903	AZDOR Apr 19	AZ Department of Revenue mercado sales tax Apr 19	05/31/2019 mercado sales tax Apr 19	444.75
			Total for Check Number 5201903:	444.75
5201904	AZSRS	AZ State Retirement System	05/31/2019	
	05102019	PR Batch 00810.05.2019 Retirement-ASRS-Em	PR Batch 00810.05.2019 AZ :	2,998.82
	05102019	PR Batch 00810.05.2019 Retirement-ASRS	PR Batch 00810.05.2019 AZ :	2,998.82
	05102019	PR Batch 00810.05.2019 Long Term Disability I	PR Batch 00810.05.2019 AZ :	41.24
	05102019	PR Batch 00810.05.2019 Long Term Disability	PR Batch 00810.05.2019 AZ :	41.24
	05102019	PR Batch 00810.05.2019 Alternate Contribution	PR Batch 00810.05.2019 AZ :	524.83
	05242019	PR Batch 00824.05.2019 Retirement-20/20 ASR	PR Batch 00824.05.2019 AZ :	30.73
	05242019	PR Batch 00824.05.2019 Retirement-ASRS-Em	PR Batch 00824.05.2019 AZ :	3,122.98
	05242019	PR Batch 00824.05.2019 Retirement-20/20 ASR	PR Batch 00824.05.2019 AZ :	30.73
	05242019	PR Batch 00824.05.2019 Long Term Disability	PR Batch 00824.05.2019 AZ :	42.94
	05242019	PR Batch 00824.05.2019 Long Term Disability 2	PR Batch 00824.05.2019 AZ :	0.42
	05242019	PR Batch 00824.05.2019 Long Term Disability I	PR Batch 00824.05.2019 AZ :	42.94
	05242019	PR Batch 00824.05.2019 Alternate Contribution	PR Batch 00824.05.2019 AZ :	545.10
	05242019	PR Batch 00824.05.2019 Retirement-ASRS	PR Batch 00824.05.2019 AZ :	3,122.98
	05242019	PR Batch 00824.05.2019 Long Term Disability	PR Batch 00824.05.2019 AZ :	0.42
	05252019	PR Batch 00825.05.2019 Long Term Disability I	PR Batch 00825.05.2019 Reti	0.92
	05252019	PR Batch 00825.05.2019 Long Term Disability	PR Batch 00825.05.2019 Reti	0.92
	05252019	PR Batch 00825.05.2019 Retirement-ASRS-Em	PR Batch 00825.05.2019 Reti	66.78
	05252019	PR Batch 00825.05.2019 Retirement-ASRS	PR Batch 00825.05.2019 Reti	66.78
			Total for Check Number 5201904:	13,679.59
5201905	BLUECBS	Blue Cross/Blue Shield of AZ	05/31/2019	
	May 19	health insurance May 19	health insurance May 19	1,539.38
	May 19	health insurance May 19	health insurance May 19	1,591.89
	May 19	health insurance May 19	health insurance May 19	1,058.14
	May 19	health insurance May 19	health insurance May 19	397.72
	May 19	health insurance May 19	health insurance May 19	115.45
	May 19	health insurance May 19	health insurance May 19	3,334.59
	May 19	health insurance May 19	health insurance May 19	1,731.81
	May 19	health insurance May 19	health insurance May 19	115.45
	May 19	health insurance May 19	health insurance May 19	153.94
	May 19	health insurance May 19	health insurance May 19	159.08
	May 19	health insurance May 19	health insurance May 19	1,542.08
	May 19	health insurance May 19	health insurance May 19	429.02
	May 19	health insurance May 19	health insurance May 19	429.02
	May 19	health insurance May 19	health insurance May 19	667.64
	May 19	health insurance May 19	health insurance May 19	869.75
	May 19	health insurance May 19	health insurance May 19	79.54
	May 19	health insurance May 19	health insurance May 19	850.32
	May 19	health insurance May 19 ee dep	health insurance May 19	1,278.60
	May 19	health insurance May 19 ee	health insurance May 19	311.12
			Total for Check Number 5201905:	16,654.54
5201906	CENTURY 904 Apr 19 Apr 19 FF	Centurylink alarm pad Apr 19 dedicated line Apr 19	05/31/2019 alarm pad Apr 19 dedicated line Apr 19	54.01 85.29
			Total for Check Number 5201906:	139.30
5201907	CHASE Apr 19 BC	Chase Bank bank charges Apr 19	05/31/2019 bank charges Apr 19	260.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Apr CT 1	credit card machine fees CT 1	credit card machine fees CT 1	36.04
	Apr CT 2	credit card machine fees CT 2	credit card machine fees CT 2	33.69
	Apr TH	credit card machine fees TH	credit card machine fees TH	168.98
Total for Check Number 5201907:				498.83
5201908	CHASEMC	Chase Card Services	05/31/2019	
	APR 19	% homeless bags: capri sun, fig newtons, saltine	credit card purchases Apr 19	360.60
	APR 19	tips	credit card purchases Apr 19	44.80
	APR 19	accidental charges: CA	credit card purchases Apr 19	138.93
	APR 19	hydration station: water bottles	credit card purchases Apr 19	151.96
	APR 19	nut & nipple regulator inlet bottle/cylinder fitting	credit card purchases Apr 19	21.98
	APR 19	door handles	credit card purchases Apr 19	83.95
	APR 19	compressed oxygen	credit card purchases Apr 19	79.97
	APR 19	% cabbage, tortillas, coleslaw, lettuce, olives, pic	credit card purchases Apr 19	120.75
	APR 19	% cabbage, tortillas, coleslaw, lettuce, olives, pic	credit card purchases Apr 19	42.03
	APR 19	% canvas, chalk, permanent marker, mni glue tap	credit card purchases Apr 19	318.50
	APR 19	2-class A dress uniforms, expedited fee for unifo	credit card purchases Apr 19	1,388.05
	APR 19	bags of ice (6)	credit card purchases Apr 19	14.04
	APR 19	% homeless bags: capri sun, fig newtons, saltine	credit card purchases Apr 19	115.57
	APR 19	office supplies: hand sanitizer, freezer bags, batt	credit card purchases Apr 19	115.80
	APR 19	small tools: hoehold tool kit, power strips, and e	credit card purchases Apr 19	229.15
	APR 19	emergency food boxes: pinto beans, frosted flake	credit card purchases Apr 19	124.33
	APR 19	janitorial: mop head, disinfecting wipes, and liqu	credit card purchases Apr 19	49.52
	APR 19	library donation: jelly beans	credit card purchases Apr 19	20.46
	APR 19	panic alarm monitoring Apr 19	credit card purchases Apr 19	32.00
	APR 19	dia del nino: plastic eggs, beach balls, bubble bu	credit card purchases Apr 19	598.86
	APR 19	office decorations: easter egg hot air balloon lant	credit card purchases Apr 19	7.63
	APR 19	freezer	credit card purchases Apr 19	1,164.24
	APR 19	paper towels, toilet cleaner, lysol spray, and lyso	credit card purchases Apr 19	255.40
	APR 19	transfer of tiles for new vehicles, connecting plug	credit card purchases Apr 19	100.68
	APR 19	water wagon: swivel adapter	credit card purchases Apr 19	100.87
	APR 19	TH women's restroom: flush valve assembly	credit card purchases Apr 19	23.19
	APR 19	replacement key for truck tool boxes	credit card purchases Apr 19	53.13
	APR 19	99 ford excursion: tire	credit card purchases Apr 19	161.30
	APR 19	LED warning lights for maint trucks	credit card purchases Apr 19	151.67
	APR 19	return of LED warning lights for maint trucks	credit card purchases Apr 19	-151.67
	APR 19	flowers for R. Beltran funeral	credit card purchases Apr 19	93.73
	APR 19	privacy window film	credit card purchases Apr 19	24.49
	APR 19	spring training	credit card purchases Apr 19	40.00
	APR 19	membership renewal KS	credit card purchases Apr 19	60.00
	APR 19	insurance for quince 5/4	credit card purchases Apr 19	134.00
	APR 19	membership renewal: JD, BT, & CA	credit card purchases Apr 19	194.60
	APR 19	membership renewal COSTCO TOG & Executiv	credit card purchases Apr 19	129.72
Total for Check Number 5201908:				6,594.23
5201909	COX	Cox Communications, Inc	05/31/2019	
	May 19 FF	internet access May 19	internet access May 19	60.00
	May 19 SC	tv service May 19	tv service May 19	31.10
	May 19 TH	internet access May 19	internet access May 19	79.00
Total for Check Number 5201909:				170.10
5201910	GENUINE	Genuine Parts Co	05/31/2019	
	273728	door unlocking system	door unlocking system	65.15
	4851-017759	06 chevy: battery	06 chevy: battery	130.99
	4851-020095	white dump truck: battery	white dump truck: battery	263.74
Total for Check Number 5201910:				459.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
5201911	METLIFE	Metropolitan Life Ins Co	05/31/2019	
	May 19	dental insurance May 19	dental insurance May 19	55.34
	May 19	dental insurance May 19	dental insurance May 19	36.92
	May 19	dental insurance May 19	dental insurance May 19	36.75
	May 19	dental insurance May 19	dental insurance May 19	13.84
	May 19	dental insurance May 19	dental insurance May 19	4.15
	May 19	dental insurance May 19	dental insurance May 19	132.28
	May 19	dental insurance May 19	dental insurance May 19	62.25
	May 19	dental insurance May 19	dental insurance May 19	4.15
	May 19	dental insurance May 19	dental insurance May 19	5.54
	May 19	dental insurance May 19	dental insurance May 19	5.98
	May 19	dental insurance May 19	dental insurance May 19	57.45
	May 19	dental insurance May 19	dental insurance May 19	16.61
	May 19	dental insurance May 19	dental insurance May 19	16.62
	May 19	dental insurance May 19	dental insurance May 19	25.58
	May 19	dental insurance May 19	dental insurance May 19	33.55
	May 19	dental insurance May 19	dental insurance May 19	2.77
	May 19	dental insurance May 19	dental insurance May 19	24.29
	May 19	dental insurance May 19 ee dep	dental insurance May 19	278.69
Total for Check Number 5201911:				812.76
5201912	PRTAXF	PAYROLL TAXES-FEDERAL	05/31/2019	
	05102019	FICA Tax: 5/10 payroll	Federal Taxes: 5/10 payroll	7,279.06
	05102019	Medicare Tax: 5/10 payroll	Federal Taxes: 5/10 payroll	1,702.34
	05102019	Federal Tax: 5/10 payroll	Federal Taxes: 5/10 payroll	5,190.20
	05242019	Federal Tax: 5/24 payroll	fed taxes: 5/24 payroll	4,966.93
	05242019	FICA Tax: 5/24 payroll	fed taxes: 5/24 payroll	7,591.14
	05242019	Medicare Tax: 5/24 payroll	fed taxes: 5/24 payroll	1,775.36
	05252019	FICA Tax: EF Correction	fed taxes: EF correction	71.14
	05252019	Medicare Tax: EF Correction	fed taxes: EF correction	16.64
	05252019	Federal Tax: EF Correction	fed taxes: EF correction	5.31
Total for Check Number 5201912:				28,598.12
5201913	PRTAXS	PAYROLL TAXES-STATE	05/31/2019	
	05102019	State Tax: 5/10 payroll	State Tax: 5/10 payroll	1,709.80
	05242019	State Tax: 5/24 payroll	State Tax: 5/24 payroll	1,693.50
	05252019	State Tax: EF Correction	State Tax: EF Correction	4.06
Total for Check Number 5201913:				3,407.36
5201914	PSPRS	Public Safety Personnel Retire	05/31/2019	
	05102019	PR Batch 00810.05.2019 Retirement-PSPRS-Err	PR Batch 00810.05.2019 Reti	7,610.94
	05102019	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00810.05.2019 Reti	-175.84
	05102019	PR Batch 00810.05.2019 Retirement-PSPRS	PR Batch 00810.05.2019 Reti	1,671.22
	05242019	PR Batch 00824.05.2019 Retirement-PSPRS-Err	PR Batch 00824.05.2019 Reti	6,505.86
	05242019	LESS FIRE INSURANCE TAX CREDIT	PR Batch 00824.05.2019 Reti	-175.84
	05242019	PR Batch 00824.05.2019 Retirement-PSPRS	PR Batch 00824.05.2019 Reti	1,449.53
Total for Check Number 5201914:				16,885.87
5201915	SRP1277	Salt River Project	05/31/2019	
	Apr 19	utilitiy: electricity Apr 19 block house	utility: electricity Apr 19	22.06
	Apr 19	utilitiy: electricity Apr 19 biehn park security/stre	utility: electricity Apr 19	243.38
	Apr 19	utilitiy: electricity Apr 19 stott park	utility: electricity Apr 19	641.24
	Apr 19	utilitiy: electricity Apr 19 straw bale house: maint	utility: electricity Apr 19	44.85
	Apr 19	utilitiy: electricity Apr 19 stott park restrooms	utility: electricity Apr 19	39.36
	Apr 19	utilitiy: electricity Apr 19 biehn park restrooms	utility: electricity Apr 19	31.22
	Apr 19	utilitiy: electricity Apr 19 sprinklers @ street	utility: electricity Apr 19	30.65
	Apr 19	utilitiy: electricity Apr 19 marquee	utility: electricity Apr 19	91.91

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Apr 19	utiltiy: electricity Apr 19 cemetery	utility: electricity Apr 19	31.75
	Apr 19	utiltiy: electricity Apr 19 fire dept	utility: electricity Apr 19	307.96
	Apr 19	utiltiy: electricity Apr 19 % sr center	utility: electricity Apr 19	180.14
	Apr 19	utiltiy: electricity Apr 19 % sr center	utility: electricity Apr 19	45.03
	Apr 19	utility: electricity Apr 19 % Sr center	utility: electricity Apr 19	225.17
	Apr 19	utiltiy: electricity Apr 19 headstart	utility: electricity Apr 19	385.17
	Apr 19	utiltiy: electricity Apr 19 ret basin @ vaou nawi	utility: electricity Apr 19	31.22
	Apr 19	utiltiy: electricity Apr 19 Town Hall	utility: electricity Apr 19	789.93
	Apr 19	utiltiy: electricity Apr 19 Library	utility: electricity Apr 19	270.83
	Apr 19	utiltiy: electricity Apr 19 CAP	utility: electricity Apr 19	67.71
	Apr 19	utiltiy: electricity Apr 19 ret basin @ pitaya	utility: electricity Apr 19	30.65
	Apr 19	utiltiy: electricity Apr 19 security lights @ merc	utility: electricity Apr 19	238.63
	Apr 19	utiltiy: electricity Apr 19 fire dept security light	utility: electricity Apr 19	16.54
	Apr 19	utiltiy: electricity Apr 19 mercado	utility: electricity Apr 19	1,849.94
	Apr 19	utiltiy: electricity Apr 19 maint yd	utility: electricity Apr 19	144.16
	Apr 19	utiltiy: electricity Apr 19 sewer metering station	utility: electricity Apr 19	32.15
	Apr 19	utiltiy: electricity Apr 19 ret basin @ guadalupe	utility: electricity Apr 19	31.22
	Apr 19	utiltiy: electricity Apr 19 street lights	utility: electricity Apr 19	287.99
	Apr 19	utiltiy: electricity Apr 19 biehn park lights	utility: electricity Apr 19	534.29
			Total for Check Number 5201915:	6,645.15
5201916	SRP1278	Salt River Project	05/31/2019	
	Apr 19	street lights and/or traffic signals Apr 19	street lights and/or traffic sign	2,314.54
			Total for Check Number 5201916:	2,314.54
5201917	SWGAS	Southwest Gas Corp	05/31/2019	
	Mar 19	utility: natural gas Mar 19 %sr center	utility: natural gas Mar 19	22.10
	Mar 19	utility: natural gas Mar 19 %sr center	utility: natural gas Mar 19	5.53
	Mar 19	utility: natural gas Mar 19 %sr center	utility: natural gas Mar 19	27.63
	Mar 19	utility: natural gas Mar 19 headstart	utility: natural gas Mar 19	47.27
			Total for Check Number 5201917:	102.53
5201918	TEBLDGS	Tempe, City of	05/31/2019	
	43524 Mar 19	utility: water hydrant meter Mar 19	utility: water hydrant meter M	192.34
	53814 Mar 19	utility: water Mar 19 basin @ vaou nawi	utility: water Mar 19 basin @	284.68
	61814 Mar 19	utility: water Mar 19 basin @ stott park	utility: water Mar 19 basin @	489.54
	80814 Mar 19	utility: water Mar 19 basin @ Guadalupe	utility: water Mar 19 basin @	269.10
			Total for Check Number 5201918:	1,235.66
5201919	VERIZON	Verizon Wireless	05/31/2019	
	9827532206	local cell phone service Mar 19	local cell phone service Mar 1	69.10
	9827532206	local cell phone service Mar 19	local cell phone service Mar 1	106.87
	9829508251	cell phone charges Apr 19	cell phone charges Apr 19	109.75
	9829508251	cell phone charges Apr 19	cell phone charges Apr 19	69.10
			Total for Check Number 5201919:	354.82
5201920	WEX	WEX Bank	05/31/2019	
	58967485	fuel expenses Apr 19	fuel expenses Apr 19	856.16
	58967485	fuel expenses Apr 19 @ 25%	fuel expenses Apr 19	52.25
	58967485	fuel expenses Apr 19 @ 75%	fuel expenses Apr 19	156.76
	58967485	rebate Apr 19	fuel expenses Apr 19	-6.89
	58967485	fuel expenses Apr 19	fuel expenses Apr 19	1,438.73
			Total for Check Number 5201920:	2,497.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
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Report Total (171 checks):

743,720.70