



Valerie Molina
Mayor

Anita Cota
Vice Mayor

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sanchez
Councilmember

Faustino Valenzuela
Councilmember

Ricardo Vital
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

NOTICE OF REGULAR MEETING OF THE TOWN OF GUADALUPE COUNCIL

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 Town of Guadalupe Council will hold a meeting, open to the public, on Thursday, June 14, 2018, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES:

1. Approval of the minutes of the Town Council Regular Meeting held on May 10, 2018.

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 PRESENTATION: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

- THE MINT DISPENSARY FINDINGS:** The Findings and Decision granted for the extension and modification of the variance requests from G.T.L., LLC dba The Mint, a marijuana dispensary, 5210 S. Avenida Del Yaqui, Guadalupe, AZ are related to the originally approved variance by the Town Council on June 29, 2017. This approved variance request extended the hours of operation for The Mint, a marijuana dispensary, to remain open until 9:00 p.m. On April 26, 2018, the Town Council granted variance requests to continue the current hours of operation variance allowing the dispensary to remain open from 8:00 p.m. to 9:00 p.m., and to allow the facility to remain open from 9:00 p.m. to 10:00 p.m. Council will consider and may adopt the Findings and Decision to formalize the April 26, 2018 granted variance requests.
- ADOPT RESOLUTION NO. R2018.11:** Council will consider and may adopt Resolution No. R2018.11 to approve authorizing the Mayor to sign a Memorandum of Understanding between the Town of Guadalupe and the Guadalupe Community Development Corporations for the proper and acceptable use of the Town's income from payments on loans for housing rehabilitation made with Maricopa County HOME Investment Partnerships.
- REVIEW DRAFT OF RESOLUTION NO. R2018.12:** Council will consider designating the Conrado F. Biducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners. If the Council wishes to proceed with adoption of this resolution, staff will place the resolution on the June 28, 2018, Regular Council Meeting agenda.



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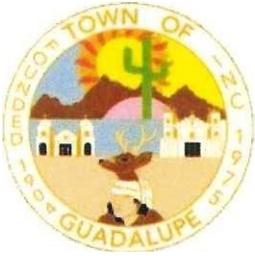
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4. **ADOPT RESOLUTION NO. R2018.13:** Council will consider and may adopt Resolution No. R2018.13 authorizing the Mayor to execute an intergovernmental agreement #C2018-20 for public safety services between the Town of Guadalupe and Maricopa County on behalf of the Maricopa County Sheriff's Office. This agreement shall remain in full force and effect from July 1, 2018 (the "Effective Date") through June 30, 2021 (the "Initial Term") and its automatic renewal terms, unless terminated. The contract amount is \$1,775,048.40 for Fiscal Year 2019, July 1, 2018 through June 30, 2019, and at the updated rates not yet determined throughout the Initial Term (July 1, 2018 through June 30, 2021) and each year thereafter, as outlined in Exhibit A of the Agreement.
5. **APPROVAL of CONTRACT:** Council will consider and may approve authorizing the Town Manager to sign a contract renewal, Contract #201819, 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. The contract amount is \$140,032.
6. **APPROVAL of CLAIMS:** Check register for May, 2018, totaling \$ 401,819.24.

H. TOWN MANAGER'S REPORT

I. COUNCILS' COMMENTS

J. ADJOURNMENT



Minutes Town Council Regular Meeting May 10, 2018

Valerie Molina
Mayor

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, May 10, 2018, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Anita Cota
Vice Mayor

A. CALL TO ORDER

In the absence of Mayor Molina, Councilmember Vital called the meeting to order at 6:05 P.M.. Councilmembers approved Councilmember Vital to Chair the meeting.

Gloria Cota
Councilmember

B. ROLL CALL

Councilmembers Present: Councilmember Gloria Cota, Councilmember Elvira Osuna, Councilmember Joe Sanchez, and Councilmember Ricardo Vital

Elvira Osuna
Councilmember

Councilmembers Absent: Mayor Valerie Molina, Vice Mayor Anita Cota, and Councilmember Faustino Valenzuela

Joe Sanchez
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Bob Thaxton – Finance Director, Jennifer Drury – Assistant to the Town Manager, Catalina Alvarez – CAP Director, Fidelis Garcia, Presiding Judge Guadalupe Municipal Court, Elizabeth Rapacz, Court Clerk, Jessica Swanson, Judicial Clerk Supervisor, and Dave Ledyard – Town Attorney

Faustino Valenzuela
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Osuna led the invocation. Councilmember Vital then led the Pledge of Allegiance.

Ricardo Vital
Councilmember

D. APPROVAL OF MINUTES:

1. Motion by Councilmember Sanchez to approve the April 26, 2018, Town Council Regular Meeting minutes; second by Councilmember Osuna. Motion passed unanimously 4-0.

Approved the minutes of the Town Council Regular Meeting held on April 26, 2018.

Online agendas and
results available at
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E. CALL TO THE PUBLIC

Monica Arareli Garcia Carrazco discussed the following: invited Councilmembers to a Peace First event on September 21, 2018, in Cocorit, Mexico; a partnership opportunity with the Town of Guadalupe to seek grants for green/sustainable housing for seniors from Bank International in Washington, DC, totaling \$1 million; and, seeking employment verification documentation from the Town of Guadalupe, for her mother.

F. MAYOR and COUNCIL PRESENTATIONS – None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. PUBLIC HEARING: Held a public hearing for a Conditional Use Permit to locate a mobile home on the 5447 and 5449 East Calle Encinas properties, zoned R1-6 Residential. *(continued from the April 12, 2018, Regular Council Meeting)*

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The public hearing was opened.

Jaime Quihuis, Applicant, stated that the property owner has a need for the family, as a whole, to provide oversight and assistance to her.

David Ledyard, Town Attorney, stated that this agenda item was continued from a previous Council meeting to allow staff additional time to research various issues involved with the Conditional Use Permit request. Mr. Ledyard suggested that the Town Managers' findings be summarized, for the record.

Jeff Kulaga, Town Manager / Clerk, stated that there have been no objections received to date, regarding the Conditional Use Permit request. He reported that the staff research revealed that in May 9, 2002, a Conditional Use Permit request for a mobile home to be located on the same property for a three-year period was approved by the Town Council, 5-1. The applicant is the grandson of the property owner; and, the property owner is also in support of the Conditional Use Permit request.

The existing home straddles two separate properties, as would the proposed mobile home. Staff could not locate records on when the placement of the existing home originally occurred, including whether the property was located in the County at the time, or after the Town was incorporated.

The proposed mobile home does not have wheels, which is consistent with the Conditional Use Permit request in 2002. The Town Code (Code) does not include provisions to allow a home or manufactured home to straddle two properties, nor does the Code allow mobile homes on R1-6 zoned properties. However, approval of the Conditional Use Permit in 2002 set a precedent to allow a mobile home to straddle the two properties.

Councilmembers could include a provision that the Conditional Use Permit remain valid as long as relatives of the property owner of the land reside in the mobile home.

Mr. Ledyard stated that a mobile home can be located on an R1-6 lot if it is the only residence on the property, and only if a Conditional Use Permit has been obtained. He reviewed two documents, Findings and Decision, and Final Decision, (Exhibit A) that could be included as part of the record.

In response to questions, Mr. Kulaga stated that the 2002 Conditional Use Permit was approved for a three-year period.

The public hearing was closed.

2. **USE PERMIT:** Councilmembers approved a Conditional Use Permit for a mobile home to be located on the properties of 5447 and 5449 East Calle Encinas. (*continued from the April 12, 2018, Regular Council Meeting*)

In response to questions, Mr. Ledyard, Town Attorney, stated that the mobile home must meet the definition of a manufactured home, per the Town Code (Code). The mobile home must be a minimum of 70' in length. The Code does not allow for a temporary unit, or a unit that is less than 70' in length; and, must adhere to what was requested by the applicant as outlined in the (Conditional Use Permit) application.

Jeff Kulaga, Town Manager / Clerk, stated that the mobile home is 13' x 70' in length, which meets the Code requirements.



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In response to questions, Mr. Ledyard stated that the Council could consider including a requirement that both lots have to be owned by the same person, and that the applicant or a member of his/her family must live in the mobile home. Councilmembers could also place a time limit on the Conditional Use Permit. Mr. Ledyard outlined various voting options to Councilmembers.

Motion by Councilmember Sanchez to approve agenda item G2; second by Councilmember Cota. Motion passed unanimously 4-0.

Mr. Ledyard clarified that Councilmembers have indicated that the extenuating and special circumstances do equal substantial justification to approve the applicants' request. He then asked Councilmembers if they wished to include any conditions of approval to the Conditional Use Permit request.

Mr. Ledyard restated the condition of approval, as discussed by Councilmembers as follows:

The approval is for a five-year period, and only if: the lots continues to be owned by one owner who is a member of the applicant's family; and, the mobile home continues to be occupied by the applicant or his/her family. The mobile home must be installed within 365 days of the issuance of this permit. If any of these requirements are not met and maintained, the Conditional Use Permit will expire 90 days thereafter unless the applicant applies for and receives approval of an extension by the Town Council.

Motion by Councilmember Sanchez to approve the conditions of approval as read into the record by Mr. Ledyard; second by Councilmember Cota. Motion passed unanimously 4-0.

3. **RESOLUTION:** Adopted **RESOLUTION NO. 2018.10**, to repeal and replace Resolution No. R2018.05; and, authorized the submittal of an application for a grant from the Pascua Yaqui Tribe for public safety, public works, and Community Action Program purposes.

Jeff Kulaga, Town Manager / Clerk, stated that a gaming grant request for \$50,000 for public safety during special events was omitted from Resolution No. R2018.05. The proposed resolution includes seeking gaming grant funding for public safety resources for special events.

Motion by Councilmember Sanchez to approve agenda item G3; second by Councilmember Osuna. Motion passed unanimously 4-0.

4. **APPROVAL of CONTRACT:** Councilmembers approved a Design Services Contract (**Contract #2018-15**) and a Municipal Aesthetics Funding Agreement (**Contract #2018-16**) between Salt River Project Agricultural Improvement and Power District (SRP) and the Town of Guadalupe for the design of electrical facilities for the conversion of overhead powers lines to underground power lines from Calle Tomi to Calle Vaou Nawi along Calle Guadalupe; and, directed the Town Manager to sign all necessary documents in furtherance of this contract.

Jeff Kulaga, Town Manager / Clerk, stated that the purpose of these contracts is to underground approximately 1,100 feet of power lines along Guadalupe Road between Calle Tomi to Calle Vaou Nawi. The Town is utilizing \$108,000 of SRP aesthetic funds for this project; and, there is no local funding match requirement for this project.



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Mr. Kulaga noted that in January, 2018, the Town Council approved a \$220,000 SRP aesthetic fund. Should the Town Council approve the project, the Town will have \$70,000 remaining in the Town’s SRP aesthetic fund, with a fiscal year 2018/19 allocation anticipated in June.

Motion by Councilmember Sanchez to approve agenda item G4; second by Councilmember Cota. Motion passed unanimously 4-0.

5. MARICOPA COUNTY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE APPOINTEE RECOMMENDATIONS: Councilmembers recommended forwarding the names of Councilmembers Joe Sanchez and Ricardo Vital to the Maricopa County Board of Supervisors for consideration to appoint a primary representative and an alternate representative, to serve on the Maricopa County Community Development Advisory Committee. The term of office is July 1, 2018 to June 30, 2020.

On behalf of Mayor Molina, Councilmember Vital read the following into the record for Council consideration: As requested by the Maricopa County Human Services Department – Housing and Community Development Division, I (Mayor Molina) am recommending to Town Council that Councilmembers Joe Sanchez and Ricardo Vital represent the Town of Guadalupe by participating on the Community Development Advisory Committee for a term of July 1, 2018 to June 30, 2020. Should this be approved by Town Council, please direct the Town Manager to forward this recommendation to the Maricopa County Human Services Department – Housing and Community Development Division.

Motion by Councilmember Osuna to recommend to the Maricopa County Board of Supervisors the names of Councilmembers Joe Sanchez and Ricardo Vital, to serve on the Maricopa County Community Development Advisory Committee; second by Councilmember Cota. Motion passed unanimously 4-0.

6. APPROVAL of CLAIMS: Councilmembers approved the check register for April, 2018, totaling \$449,671.67.

Motion by Councilmember Osuna to approve agenda item G6; second by Councilmember Sanchez. Motion passed unanimously 4-0.

7. APPROVAL of AMENDMENT NO. 2 to INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, HUMAN SERVICES DEPARTMENT: Councilmembers approved Amendment No. 2 to an Intergovernmental Agreement with the Maricopa County Human Services for the provision of Community Action Program services; and, authorized the Mayor to sign all necessary documents in furtherance of this amendment. **(Contract #2018-17)**

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is to provide \$35,000 of funding from Maricopa County for rental and utility assistance for the Town of Guadalupe Community Action Program.

Motion by Councilmember Sanchez to approve agenda item G7; second by Councilmember Cota. Motion passed unanimously 4-0.

H. TOWN MANAGER’S REPORT *(item taken out of order)*

Jeff Kulaga, Town Manager / Clerk, reported the following:

- May 30, 2018 – East Valley Hispanic Chamber of Commerce Networking Mixer, Mercado Multipurpose Room, 5:30 PM – 7:30 PM.
- Staff submitted a gaming grant request to the Gila River Indian Community.



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- Town Council candidate information: 24 - 48 signatures are petition signature requirements; petitions are due between April 30, 2018 and May 30, 2018, at 5:00 PM. The deadline to obtain Town Council candidate packets is May 30, 2018.

G8. TOWN COURT ANNUAL REPORT: Fidelis Garcia, Presiding Judge, presented the Town Court Annual Report to Councilmembers. *(item taken out of order)*

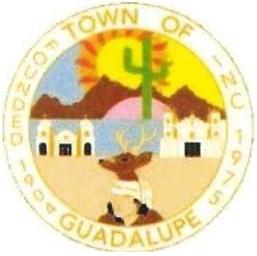
Fidelis Garcia, Presiding Judge, Guadalupe Municipal Court, acknowledged the contributions of various staff members that are involved in Town Court operations. Judge Garcia reviewed administrative progress, aged case review, court security, court technology, court enhancements, professional development, community engagement, court case loads, court accomplishments, and financial activity for fiscal year 2019. He noted that in a recent Court audit, the auditor's had no findings during their investigation, which is a significant change since the audit that was conducted in 2017. He emphasized the importance he places on treating court cases consistently.

Judge Garcia discussed the following: current security challenges and how that impacts Court operations; remodeling or relocating the Court, to ensure that the Court has a dedicated Courtroom; how grant funding has been allocated to improve Court operations; how the Court implemented a quarterly employee performance review process; how the Court participates in the Veteran's Court Program; praised the Pascua Yaqui Tribe for the resources they provide; staff compensation as it relates to employee retention; and, Court hours of operation.

In response to questions, Judge Garcia outlined his Court fine methodology and administrative practices, and the potential involvement with the Arizona Correctional Industries program.

I. COUNCILMEMBERS' COMMENTS

- Councilmember Osuna
Drivers are not stopping at the stop sign located on Calle Vaou Nawi.
Encouraged community members to report criminal, gang, drug, and suspicious activity.
Discussed shootings that have occurred.
- Councilmember Cota
Thanked staff members for attending the meeting.
Voiced how proud she is of Judge Garcia.
- Councilmember Sanchez
Thanked staff members for attending the meeting.
Wished all a Happy Mother's Day.
- Councilmember Vital
Thanked staff members for their work.
Congratulated Guadalupe graduates.
Working on providing water donations to the CAP office.



J. ADJOURNMENT

**Motion by Councilmember Sanchez to adjourn; second by Councilmember Osuna.
Motion passed unanimously 4-0.**

The meeting was adjourned at 7:43 p.m.

Valerie Molina
Mayor

Ricardo Vital, Councilmember

Anita Cota
Vice Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

Gloria Cota
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Town Council Meeting of the Town Council of Guadalupe, Arizona held on the 10th day of May, 2018. I further certify the meeting was duly called and held and that a quorum was present.

Elvira Osuna
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Joe Sanchez
Councilmember

Faustino Valenzuela
Councilmember

Ricardo Vital
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June 11, 2018

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: June 14, 2018 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 Item:

G1. The Mint Dispensary Findings: The Findings and Decision granted as modified for the extension and modification of the variance request from G.T.L., LLC dba The Mint, a marijuana dispensary, are related to the originally approved variance by the Town Council on June 29, 2017, to grant a variance request to extend the hours of operation for The Mint Dispensary, 5210 S. Avenida Del Yaqui, Guadalupe, AZ.

On April 26, 2018, the Town Council approved the following: 1: an extension of the current variance approved by Town Council on June 26, 2017, permitting the hours of operation open to the public from 8:00 AM to 9:00 PM, seven days a week; and, 2: a second variance to extend the hours of operation open to the public from 9:00 PM to 10:00 PM, seven days a week. 3: a term of two years from April 27, 2018 to expire on July 1, 2020 unless further extended by the Town Council. As a follow up to that Council action, staff is presenting the Mint Dispensary Findings and Decision based on the originally approved variance to extend hours of operation, approved by the Town Council on June 26, 2017. The Mint Dispensary Findings and Decision memorializes the Councils' April 26, 2018 variance approvals. **(Pages 1 – 2)**

G2. Resolution No. R2018.11: Adoption of Resolution No. R2018.11 authorizes the Mayor to sign a Memorandum of Understanding (MOU) with the Guadalupe Community Development Corporation (GCDC) for the proper and acceptable use of the Town's income from payments on loans for housing rehabilitation made with Maricopa County HOME Investment Partnerships funds, through the U.S. Department of Housing and Urban Development, to Town residents. Presently, funds in the Town treasury for this purpose exceed \$106,139. Because the Town no longer has an active housing program, the Town cannot use these funds. By entering into this MOU, program income funds will continue to be collected by the Town, transferred quarterly to the GCDC to provide additional resources for new home construction for qualifying low and very low income families in Guadalupe and any other eligible use as described in 24 CFR 92. The MOU term shall be in effect until cancelled by either party. **(Pages 3 – 6)**

G3. DRAFT – Resolution No. R2018.12: Staff is proposing a process whereby the Council identifies Community Partners in June, annually. Community Partners will be offered the benefit of waived fees for the Mercado Patio and Multi-purpose room, as defined in the resolution. Feedback from Council will be incorporated into the final version of the resolution, which is scheduled for Council action on June 28, 2018. **(Page 7)**

- G4. Resolution No. R2018.13:** Adoption of Resolution No. R2018.13 authorizes the Mayor to sign an intergovernmental agreement between Maricopa County, on behalf of the Sheriff's Office and the Town for public safety services. The term of this new agreement is from July 1, 2018 to June 30, 2019, at an amount of \$1,775,048.40. Following this Initial Term, this Agreement (C2018-20) shall automatically renew for up to three (3) successive one-year terms, (each an "Additional Term"), (through June 30, 2021) with all the terms of this Agreement in effect, unless and until renegotiated or terminated. Costs shall be revised each fiscal year and presented to the Town Council as part of the annual budget review and approval process. The present contract has similar terms from July 2012 through June 2015 with three successive one-year terms. The present contract expires June 30, 2018 at a total cost of \$1,660,185.43. **(Pages 8 – 29).**
- G5. Area Agency on Aging Contract–** This contract will authorize the Area Agency on Aging to provide congregate meals, home delivered meals, multipurpose center operations, and transportation services to Town residents. The contract term is July 1, 2018 – June 30, 2019; and the contract amount is \$140,032. **(Pages 30 – 84)**
- G6. Approval of Claims:** Check register for May, 2018, totaling \$401,819.24. **(Pages 85-101)**

TOWN OF GUADALUPE
Maricopa County, Arizona

In the Matter of the)
Variance Request from)
G.T.L., LLC aka the Mint,)
a marijuana dispensary)
_____)

No. _____

FINDINGS AND DECISION
GRANTED AS MODIFIED

This matter came before the Town Council of Guadalupe for public hearing pursuant to the Applicant’s request for the extension and modification of the Variance previously granted on June 26, 2017 in Case No. V6-17.C concerning the mandatory closing time for the operation of a marijuana dispensary set at 6 p.m. by Town Ordinances 2011-02, 2016-01 and 2017-02.

The Applicant’s requests were:

- A. The extension of the current Variance which allowed the operation of the marijuana dispensary from 8:00 a.m. to 9:00 p.m. Said Variance would otherwise expire on July 1, 2018; and
- B. The extension of the mandatory closing time from 9:00 p.m. to 11:00 p.m.

The Town Council hereby finds:

- 1. Public and neighboring property owners were given proper notice of the hearing pursuant to the Town Code and State Law.
- 2. All interested parties who wished to speak at the hearing or file written statements were given the opportunity to do so.
- 3. The Applicant and its representatives were given ample time to present their case.
- 4. Testimony was presented that the 6:00 p.m. closing time was a hardship for some of the patients who use the facility, and that the Variance to allow a closing time to 9:00 p.m. should be continued and extended to 11:00 p.m. The Staff Report indicated that the majority of the dispensaries in the State closed at 10:00 p.m. or earlier and that they had found no instance of a dispensary open after 10:00 p.m.
- 5. The Applicant stated at the hearing that he would accept a closing time earlier than 11:00 p.m.
- 6. The Town Council makes the following additional findings:

- (a) There are special circumstances that apply to this land use. There are a limited number of marijuana dispensaries in the State of Arizona and it is difficult for some patients to get to a dispensary prior to 10:00 p.m.
- (b) The special circumstances were not created by the Applicant.
- (c) The authorization is necessary for the benefit of Guadalupe residents and private property rights.
- (d) The authorization will not be materially detrimental to persons residing or working in the vicinity, to adjacent properties or the public welfare in general providing the Applicant maintains proper security, lighting and proper operating conditions.
- (e) Marijuana dispensaries are a relatively new business in Arizona and the effects of such a business, due to its product, cash flow and the differences between State and Federal Law, the Council finds that it is appropriate that the Variance be for a stated period of time.

NOW THEREFORE, the Application for a variance for an extension of hours is approved as modified:

- 1. The dispensary shall be permitted to be open to the public from 8:00 a.m. to 10:00 p.m. seven (7) days per week.
- 2. This variance shall be for two years from April 27, 2018 to expire on July 1, 2020 unless the Town Council of Guadalupe extends the variance after proper notice and hearing prior thereto. It is the responsibility of the Applicant to file an application for the continuation of the variance no later than April 1, 2020 to allow time for notice to the public and proper staff review.
- 3. If the Applicant fails to timely file an application for an extension of the variance or the Town Council denies such application, the closing hours of the dispensary will revert to 6:00 p.m. and the variance will expire on July 1, 2020.

Granted by the Town Council of Guadalupe by an affirmative vote of 5 YES and 1 NO on April 26, 2018.

Mayor Valerie Molina

RESOLUTION NO. 2018.11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE GUADALUPE COMMUNITY DEVELOPMENT CORPORATION FOR THE PROPER AND ACCEPTABLE USE OF THE TOWN'S INCOME FROM PAYMENTS ON LOANS FOR HOUSING REHABILITATION MADE WITH MARICOPA COUNTY HOME INVESTMENT PARTNERSHIPS FUNDS, THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO TOWN RESIDENTS.

WHEREAS, this Memorandum of Understanding shall take effect as of the date of execution by the Town of Guadalupe and shall be in effect until cancelled by either party according to the provisions outlined in the Memorandum of Understanding (Exhibit A).

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

The Mayor is authorized and directed to execute all documents in furtherance of this Memorandum of Understanding with the Guadalupe Community Development Corporation for the proper and acceptable use of the Town's income from payments on loans for housing rehabilitation made with Maricopa County HOME Investment Partnerships funds, through the U.S. Department of Housing and Urban Development to Town residents.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this _____ day of _____, 2018.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David Ledyard, Town Attorney

Exhibit A

**C2018-18
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this _____ day of _____ 2018, by and between **Town of Guadalupe**, hereinafter referred to as the “Town”) a local government agency, and **Guadalupe Community Development Corporation**, hereinafter referred to as the “GCDC”) a local 501 (C)(3) nonprofit entity; all parties established under the laws of the State of Arizona.

WHEREAS, it is necessary that the **Town** and **GCDC** enter into a Memorandum of Understanding (MOU) for the proper and acceptable use of the **Town’s** income from payments on loans (hereinafter referred to as “program income”) for housing rehabilitation made with Maricopa County HOME Investment Partnerships (hereinafter referred to as “HOME”) funds, through the U.S. Department of Housing and Urban Development (HUD) to Town residents;

MOU TERM: This MOU shall take effect as of the date of execution by the **Town** and shall be in effect until cancelled by either party according to the provisions specified below.

NOW, THEREFORE, the parties do hereby agree as follows:

- A. The **Town** has received and will continue to receive, for the foreseeable future, program income from Guadalupe residents for housing rehabilitation loans secured through Town of Guadalupe Housing Department. These funds have been accumulating in the Town treasury and at the present time exceed \$100,000.
- B. The **Town** has established accounting procedures and recording processes to receive these payments and to hold them until they can be used on HOME eligible projects.
- C. The **GCDC**, a certified Community Housing Department Organization (CHDO) with the Maricopa County Home Consortium, operates an established HOME eligible housing development program which assists low and very low income families residing in the Town of Guadalupe. The **GCDC** receives CHDO HOME funding from Maricopa County Human Services HOME Consortium to acquire and construct single family homes for low income and moderate families in Guadalupe. Maricopa County has indicated that program income funds accumulated by the Town can be used by the **GCDC** for HOME eligible activities, as set forth in 24 CFR 92 and that the reporting requirements for these funds would be assumed by the **GCDC**.
- D. Program income funds will be used to provide additional resources for new home construction for qualifying low and very low income families in Guadalupe and any other eligible use as described in 24 CFR 92.

MOU ADMINISTRATION: In accordance with federal regulations, including 24 CFR 92, the **TOG and GCDC** are responsible for ensuring the administration of the HOME Program in accordance with all program requirements.

- A. Internal Controls – **Town and GCDC** shall utilize adequate internal controls and maintain necessary source documentation for all activity costs incurred.
- B. Records Retention – **Town and GCDC** shall retain all records pertinent to this MOU for a period of five (5) years after the close of an activity, except that records documenting affordability compliance shall be kept for five (5) years after the end of the period of affordability.
- C. Activity Reports – **Town and GCDC** shall submit reports required by any of the funding agencies including, but not limited to, activity setups, completion reports, reports of beneficiaries' demographics, and other HUD-required reporting data.
- D. Audits and Inspections – Records with respect to any matters covered by this MOU shall be made available to the either party, their designees or Maricopa County Human Services Department, at any time during normal business hours as often as the parties deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

GENERAL PROVISIONS:

- A. It is expressly understood by the parties hereto that this MOU has been negotiated and executed in anticipation of receipt of HOME program income by the **GCDC** from the **Town** pursuant to the HOME Program and that, therefore, the terms; conditions and sums payable under this MOU are subject to any changes or limitations which may be required by HUD and the HOME Program regulations.
- B. This MOU may be amended at any time by either party. Amendments shall be filed with the original MOU.
- C. This MOU shall be governed by and construed in accordance with the laws off the State of Arizona and all applicable federal laws and regulations.
- D. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.
- E. The **GCDC** shall not discriminate against any ADDI applicant, employee, or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability and shall take affirmative action to insure that applicants for employment and employees are treated, during employment, without regard to their race, color, religion, sex, national origin, familial status, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship.

- F. **The Town and GCDC** administers all services in accordance with the Fair Housing Act.
- G. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
- H. **The Town or GCDC** may terminate this MOU for convenience in accordance with 24 CFR §85.44. Both parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.
- I. Upon approval of this agreement, **The Town** will remit to **GCDC** the program income funds which have been accumulated and by the 15th of the month thereafter remit the amount of program income funds received for the previous month.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and day first above written.

Town of Guadalupe

**Guadalupe Community
Development Corporation**

Valerie Molina, Mayor

President

June 14, 2018

Date

ATTEST:

Jeff Kulaga, Town Manager / Clerk

ATTEST:

APPROVED AS TO FORM:

Secretary of the Board

David Ledyard, Town Attorney

Date

DRAFT

RESOLUTION NO. 2018.12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, ESTABLISHING A DEFINITION FOR COMMUNITY PARTNER; A PROCESS TO IDENTIFY COMMUNITY PARTNERS; ESTABLISHING A POLICY FOR COMMUNITY PARTNERS THAT WISH TO RESERVE THE MERCADO PATIO AND MULTI-PURPOSE ROOM; AND, DESIGNATING THE CONRADO F. BIDUCIA AMERICAN LEGION POST 124 AND PASCUA YAQUI TRIBE AS COMMUNITY PARTNERS.

WHEREAS, the definition of a Community Partner is an organization that is an active partner with the Town of Guadalupe providing and / or sharing significant resources including but not limited to the planning, coordination, programming, and execution of Town sponsored events; and,

WHEREAS, Community Partners shall be identified and designated by the Guadalupe Town Council annually during a June Town Council Regular Meeting; and,

WHEREAS, Community Partners shall annually (July 1, 2018 – June 30, 2019), be entitled to two events on the Mercado Patio and four events in the Mercado Multi-purpose Room, free of charge; and, in addition to partnering with the Town of Guadalupe on community events.

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

At the June 14, 2018, Regular Town Council Meeting, the Guadalupe Town Council designated the following organizations as Community Partners:

Conrado F. Biducia American Legion Post 124

Pascua Yaqui Tribe

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this _____ day of _____, 2018.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David Ledyard, Town Attorney

RESOLUTION NO. R2018.13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY, ON BEHALF OF THE MARICOPA COUNTY SHERIFF'S OFFICE AND THE TOWN OF GUADALUPE TO PROVIDE PUBLIC SAFETY SERVICES AND TO FURNISH BASIC LAW ENFORCEMENT SERVICES.

WHEREAS, the Town of Guadalupe has the jurisdiction and responsibility, pursuant to the laws of the State of Arizona, to provide for public health, safety, and the welfare of the people and property within its corporate boundaries, including, but not limited to police protection; and,

WHEREAS, the Town of Guadalupe has determined that it is more cost effective to enter into an Intergovernmental Agreement with Maricopa County, on behalf of the Maricopa County Sheriff's Office (MCSO), for MCSO to provide Public Safety Services and to furnish Basic Law Enforcement Services to the Town of Guadalupe.

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

The Mayor is authorized and directed to execute an intergovernmental agreement between the Town of Guadalupe, an Arizona municipal corporation, and Maricopa County, a political subdivision of the State of Arizona, on behalf of the Maricopa County Sheriff's Office to provide Public Safety Services and to furnish Basic Law Enforcement Services to the Town of Guadalupe.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this 14th of June, 2018.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David Ledyard, Town Attorney

C2018-20

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE TOWN OF

GUADALUPE

AND

MARICOPA COUNTY

on behalf of the Sheriff's Office

C-50-18-____-3-00

July 1, 2018 through June 30, 2021

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**Agreement for Law Enforcement Services
between Town of Guadalupe
and Maricopa County
on behalf of the Sheriff's Office
C-50-18-____-3-00**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into June 14, 2018 between the Town of Guadalupe, an Arizona municipal corporation ("Guadalupe" or "Town") and Maricopa County, a political subdivision of the State of Arizona (the "County") on behalf of the Maricopa County Sheriff's Office ("MCSO").

RECITALS

WHEREAS, Guadalupe has the jurisdiction and responsibility, pursuant to the laws of the State of Arizona, to provide for public health, safety, and the welfare of the people and property within its corporate boundaries, including, but not limited to police protection; and

WHEREAS, Guadalupe has determined that it is more cost effective to enter into an Agreement with the Maricopa County Sheriff's Office to provide Public Safety Services and desires to enter into this Agreement with the County whereby the MCSO will furnish Basic Law Enforcement Services to Guadalupe.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. GENERAL PROVISIONS

A. Definitions

As used throughout this Agreement, the following terms shall have the meanings set forth in this Section:

Agreement means this document and all attachments hereto.

Annual Cost Notification Letter means the letter from the MCSO to the Town that is issued by February 20 of each year with the updated Worksheet **Exhibit A**, indicating the costs for the next fiscal year.

Basic Law Enforcement Services means patrol, responses to emergency calls, incident response, calls for service responses, arrests of suspects, dispatch and communications services, crime investigations, community crime prevention and awareness programs and activities; and vacation watch.

Basic Reporting means a standardized document submitted by the District Commander to the Town that communicates information monthly regarding its calls for service, crime, criminal activity and public or community assists.

Beat means the basic increment of Law Enforcement Services that provides a post equal to one deputy FTE 24 hours per day x 7 days per week, 52 weeks per year. One beat of service is comprised of five (5) patrol deputies plus established FTE staffing requirements plus corresponding facilities, vehicles, equipment, supplies, technology, and dispatch communications services.

Board means the Maricopa County Board of Supervisors.

Complaint means an allegation of employee misconduct. The complaint may be made verbally or in writing, in person, by phone, by mail, or online; and may be by the individual complainant, someone acting on the complainant's behalf or anonymously; and with or without a signature.

Town means Guadalupe, an Arizona municipal corporation

Town Council means the Mayor and Town Council of the Town of Guadalupe.

Town Manager means the Town Manager of the Town of Guadalupe or authorized designee

Contracted Level of Service means the number of beats or fractions of beats and the component resources that support the Agreement and are incorporated in Worksheet Exhibit A.

County means Maricopa County, a political subdivision of the State of Arizona.

Day means calendar day.

Deputy means sworn Law Enforcement Officer for the Maricopa County Sheriff's Office and can also be referred as "Detective"; "School Resource Officer"; and "Traffic Enforcement Officer."

District means the specific geographical area supported by a designated MCSO substation or substations. MCSO has six Patrol Districts plus Lake Patrol.

District Commander means the Captain or designated Commander with a minimum rank of Lieutenant, of the MCSO District Office that services the Agreement.

Fiscal Year means a twelve-month period beginning July 1 through June 30.

FTE (full time equivalent) means a unit that indicates the workload of an employed person in a way that makes workloads comparable across the organization. One (1) FTE equals one (1) position for the total number of budgeted working hours (2088) in a given fiscal year.

FTE Staffing Requirements: Means the Number of FTE per working title required to staff one Beat of service. Examples: five (5) Patrol Law Enforcement Officers per Beat of Service; one-half (.5) Detective Law Enforcement Officer per Beat of service; one (1) FTE Law Enforcement Sergeant per nine (9) deputy positions; etc.

Other Law Enforcement Services means supplemental and/or specialized law enforcement resources within MCSO that are deployed as necessary in special situations. Examples include: Aircraft; Bomb Squad, Canine, Command Posts; Counter Terrorism; Crime Lab; Mounted Patrol; Posse Coordination; Specialized Weapons and Tactics (S.W.A.T.); Traffic Enforcement methods and Accident Investigations; and required Arizona Peace Officer Standards Training to maintain certifications.

Sheriff's Office means the Maricopa County Sheriff and those functions, activities and facilities for which he has responsibility, also referred to as MCSO.

Staffing Allocation Factor means the FTE to staff one of three types of posts: 24-hour /7 post (5) FTE; 8 hour / 7 day post (1.67) FTE; an 8 hour /5 day post (1.19) FTE.

Worksheet (Exhibit A) means the annualized cost detail information page(s) for the contracted level of service this is updated annually and is the basis for monthly billing amounts.

B. Legal Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the following address:

If to the County: Joy Rich
 Maricopa County Manager
 301 W. Jefferson, 10th Floor
 Phoenix, Arizona 85003

If to the MCSO: Paul Penzone
 Maricopa County Sheriff
 550 West Jackson Street
 Phoenix, Arizona 85003

Russ Skinner, Chief Deputy
 Maricopa County Sheriff
 550 West Jackson Street
 Phoenix, Arizona 85003

If to the Town: Jeff Kulaga, Town Manager
 Town of Guadalupe
 9241 S Avenida del Yaqui
 Guadalupe, Arizona 85283

The Honorable, Valerie Molina
 Mayor, Town of Guadalupe
 9241 S Avenida del Yaqui
 Guadalupe, Arizona 85283

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

C. Term of the Agreement

This Agreement shall become effective July 1, 2018 (the “Effective Date”) following approval by the Town Council and the Board. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2021 (the “Initial Term”) and its automatic renewal terms, unless terminated pursuant to **Section I, Subsection F** of this Agreement.

D. Automatic Renewal

Following the Initial Term, this Agreement shall automatically renew for up to three (3) successive one-year terms, (each, an “Additional Term”), with all the terms of this Agreement in effect, unless and until renegotiated or terminated pursuant to (1) a non-renewal notice as set forth below in this Subsection or (2) **Section I, Subsection F** below. Costs shall be revised annually per **Section III.A. 2.** of this Agreement.

Notice of non-renewal by either party shall be (1) in writing and (2) delivered to the other party by April 15 to exercise non-renewal of this Agreement.

E. Amendments

This document contains the entire Agreement of the parties and cannot be changed orally. Any changes or modifications of this Agreement must be in the form of a written amendment (1) approved by the Town Council and the Board and (2) signed by both parties. Requests for amendments to increase or decrease levels of Law Enforcement Services within a given year during the Initial Term or any Additional Term of this Agreement will not become effective until 90 days after approval by the Town Council and the Board, unless specifically stated otherwise.

F. Termination

1. Without Cause. Either party shall have the right, upon six (6) months written notice to the other party, to terminate this Agreement without cause.
2. Uncured Breach. In the event of breach of any of the provisions of this Agreement, either party may terminate this Agreement for cause by serving written notice to the other party specifically setting forth the nature of the breach. If said breach has not been resolved within ninety (90) days after receipt of notice, then this Agreement shall be deemed terminated and both parties shall perform their respective obligations up to the date of such termination.

G. Insurance

The parties agree to secure and maintain 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-insured program may fulfill this insurance requirement; provided, however, that the unencumbered reserves available under any such self-insurance program shall be equal to or greater than the required minimum coverage amounts set forth below. The parties to this Agreement shall exchange certificates of insurance or self-insurance.

1. General:
 - a. Additional Insured: The County’s insurance coverage and self-insured retention or deductible portions, except workers’ compensation insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Law Enforcement Services included in this Agreement, the Town, its agents,

representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

- b. Coverage Term: All insurance required herein shall be maintained in full force and effect until all Law Enforcement Services required to be performed under the terms of this Agreement are satisfactorily performed.
- c. Primary Insurance: County's insurance shall be primary insurance with respect to performance of the Law Enforcement Services included in this Agreement and in the protection of Town as an Additional Insured.
- d. Policy Deductibles and or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. The County shall be solely responsible for any such deductible or self-insured retention amount.

2. Required Insurance Coverage:

- a. Public Entity Liability: County shall maintain public entity liability coverage for bodily injury and property damage with an unimpaired limit of not less than \$5,000,000 for each occurrence; no aggregate limit. The policy shall cover liability arising from premises/operations and personal injury.
- b. Automobile Liability: The County shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 combined single limit each occurrence on County's owned, hired and non-owned automobiles assigned to or used in the performance of the Law Enforcement Services under this Agreement.
- c. Workers' Compensation Insurance: County shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of County's employees engaged in the performance of Law Enforcement Services under this Agreement and shall also maintain Employer's Liability Insurance of \$2,000,000 for each accident, \$500,000 disease for each employee and \$2,000,000 disease-policy limit.

3. Cancellation, Material Changes and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to the Town.

4. Limitation on Insured Liability. The County shall only be liable for such claims, losses, damages or injuries that result from negligent actions or misconduct related to Law Enforcement Services by the MCSO as contemplated by this Agreement.

H. Indemnification

- 1. Mutual Indemnity. To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officers, employees, contractors and agents for, from and against 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 party, its officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.

2. MCSO Actions. The Town shall not indemnify, defend or hold harmless the County, but the County shall indemnify the Town, for any suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature brought against the County as a result of any act or omission of the MCSO which is caused or alleged to have been caused by the negligence or misconduct of any member of the staff of the MCSO or which occurs while any such staff member is performing Law Enforcement Services not directly related to this Agreement. The County shall pay, on behalf of the Town, all judgments, fines, penalties, interest on judgments, fines and penalties, or costs including attorney's fees, court costs, expert witness fees and discovery costs associated with a claim brought hereunder. The indemnity under this Agreement shall commence as of the Effective Date of this Agreement and shall continue in full force and effect with respect to any and all actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of or relating to this Agreement.

I. Record Keeping and Audits

1. Required Records. The parties agree to maintain and furnish to each other such records and documents pertaining to the Law Enforcement Services provided pursuant to this Agreement as may be required by applicable Federal and State laws, rules and regulations.
2. Audit. Each party, prior to conducting an audit, must give thirty (30) calendar days' notice to the other party. If the audit indicates that fees or billable items have been charged incorrectly, each party agrees to make appropriate corrections and adjustments.

J. Construction of Agreement

1. Superseding Prior Agreements. This Agreement replaces and supersedes any existing Agreement for Law Enforcement Services between the two parties, the most recent being that certain Agreement for Law Enforcement Services between the parties executed on; June 20, 2012 (C-50-12-083-3-00) and Amendment 1 (C-50-12-083-3-01) effective March 4, 2014.
2. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
3. No Waiver; No Accord or Satisfaction. The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other or to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than any that may be due and owing at any time shall not be construed as an accord and satisfaction.
4. Entire Agreement. 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, Law Enforcement Services, shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or the Town of Guadalupe in any State or Federal Court.

5. Governing Law. This Agreement shall be interpreted in accordance with Arizona law.
6. Independent Contractors. The Sheriff's Office and its employees shall be considered to be peace officers engaged as independent contractors, not as employees of the Town while performing the responsibilities imposed by this Agreement.
7. Cancellation for Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. (Cancellation of political subdivision and state contracts.)
8. E-Verify. The parties mutually warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that they and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401, and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

II. LAW ENFORCEMENT SERVICES

For Fiscal Year 2018-19, the MCSO shall provide Basic Law Enforcement Services at the level of patrol beats set forth in the Worksheet (**Exhibit A.**) attached hereto as and incorporated herein by reference. For the remaining fiscal years during the Initial Term, and for any Additional Terms, the level of patrol beats shall be as set forth in the then-current Worksheet (**Exhibit A.**) as agreed upon by the parties pursuant to **Section III** of this Agreement.

A. Service Provision

1. Scope of Services. The County, by and through the MCSO, shall provide the Law Enforcement Services within the current incorporated limits of the Town. The MCSO shall investigate and enforce criminal violations of state statute and Town code violations that directly impact public safety and fall within the definition of Basic Law Enforcement Service set forth above. The Town shall be primarily responsible for non-criminal Town Code/Ordinance code enforcement violations and may request assistance with the Sheriff. The Town Manager or designee and the District Commander shall establish between themselves the MCSO duties and responsibilities pertaining to the Town code violations, animal control issues and other local enforcement services that fall within the definition of basic Law Enforcement Services within this Agreement.
2. Response Times. Deputy response to calls for service will be provided twenty-four (24) hours per day, seven (7) days per week. The MCSO shall allow management of dispatch and deputy response times for Emergency Priority 1 Calls as follows:
 - a. Emergency Priority 1 Calls shall be answered within sixty (60) seconds. The dispatch time shall be measured from the point at which the call is answered to the time the dispatcher initiates radio notification to the deputy assigned to respond. Any dispatch taking more than sixty (60) seconds to complete shall be documented, and reports shall be made available to the Town upon request.
 - b. Emergency Priority 1 Calls will have a deputy on scene within five (5) minutes in Agreements with contracted levels of services of 1 (one) beat or more. Detail on Emergency Priority I responses taking longer than five (5) minutes to arrive on scene after dispatched will be furnished by the MCSO upon request from the Town.
3. MCSO Presence: MCSO presence within the Town's jurisdiction is determined by the contracted level of service provided for in Worksheet (**Exhibit A.**) of this Agreement.

4. Citation into Town Court. Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the Town shall be cited into the Magistrate Court designated by the Town.

B. Establishment of Service Priorities

1. Personnel Utilization. District personnel shall be deployed and utilized in the safest, most efficient manner to meet the needs of the Town and MCSO, as determined by the District Commander in consultation with the Manager and within the overall contracted level of service
2. Setting Priorities. The District Commander and the Town Manager shall meet at least once each quarter to review progress and establish priorities for the delivery of Law Enforcement Services as desired by the Town and that align with the priorities of the Town and MCSO. Changes in priorities shall be supported by monthly incident report data and Town-specific needs and reviewed by MCSO. Priorities shall be communicated through the appropriate MCSO chain of command to the patrol units providing Law Enforcement Services within the Town's jurisdiction.
3. Changes to Service Levels. The MCSO strives to consistently provide Basic Law Enforcement Service within overall contracted levels that provide optimum safety for its employees and the community.
 - a. Criminal Activity Increases.
If the MCSO, acting through the District Commander in consultation with the Town Manager, observes that criminal activity is dramatically increasing in the Town, the MCSO will temporarily deploy support units as deemed reasonably necessary to suppress such activity.
 - Increases and decreases in supplemental or optional service will be supported by relevant crime and incident data.
 - Short term or incidental deployments of additional resources will be at no additional cost to the Town.
 - Deployments of additional resources in excess of three months will prompt a cost proposal for reimbursement via an amendment to this Agreement and a review of the contracted level of Service for future right sizing.
 - Charges for additional services shall incorporate the same methodology described in **Section III** of this Agreement and shall be pro-rated as necessary. The parties agree and understand that the length of time to establish and hire new positions can be up to nine (9) months and in the case of increases of 1 beat or more, longer.
 - b. Municipality Expansion through Annexation or Development.
A City or Town's expansion through annexation or development that includes, but is not limited to: roadways, parks, housing, industrial parks, or land for new businesses, medical complexes or robust housing developments shall generate an interim review of the terms and conditions of this contract. MCSO does not guarantee long-term capacity to support continuous expansive growth.

- c. Beat formula and continuous coverage. The staffing allocation factor, FTE staffing requirements, and Special Pay are intended to cover shift overlap, sick leave, vacation leave, normal short-term leaves and training. MCSO will make every effort to continuously staff to contracted levels of service, prioritizing Basic Law Enforcement Service.
- d. Periodic review to right size service upon entering into new Agreement. At the end of the Initial Term or final automatic renewal and upon entering into any new agreement, MCSO and the Town Manager will review the following items to confirm appropriateness of the current level of contracted service.
 - i. Criteria for discussion will include, but will not be limited to: incidents per 1,000 population; contracted sworn FTE (deputies and detectives) per 1,000 population; and incidents per sworn FTE assigned to contract.
 - ii. Data will be reviewed on the whole as compared with all of MCSO's contracted law enforcement. Changes to levels of services will only be recommended using two or more factors as a basis. Examples:
 - A lower than average sworn FTE per 1,000 population and a higher than average incident per sworn FTE will prompt a recommended increase to contracted service.
 - A higher than average sworn FTE per 1,000 population, a lower than average incident per 1,000 and a lower than average incident per sworn FTE will prompt a recommended decrease to contracted service.

Amendments to change the service levels in this Agreement shall be made in accordance with **Section I, Subsection E** of this Agreement.

C. Maintenance of Sheriff's Substation

[This section left blank intentionally.]

D. Community-Oriented Policing

The Town Manager or Designee will ensure that policies and procedures consistent with the Sheriff's Office rules and regulations are instituted which facilitate efficient and effective communication between local public access and the Sheriff's Office. The District Commander shall ensure that policies and procedures are consistent with the philosophy of Community-Oriented Policing, which combines traditional aspects of law enforcement with preventive measures, problem-solving, community engagement and community partnerships.

E. Chain of Command and Responsibility for Performance Standards

1. Maricopa County Sheriff Directs Operations of Deputies. The Town Manager or authorized designee is responsible for coordinating all Law Enforcement Services within the Town as well as conveying the wishes of the Town Council to the District Commander with respect to Law Enforcement Services. While the Town's designee shall have no chain of command authority to direct the operations of the deputies from the MCSO, such authority being reserved to the Maricopa County Sheriff pursuant to **Section II, Subsection E (3)**, below, the parties to this Agreement understand that the Town expects the MCSO to reasonably respond to its needs for Law Enforcement Services as communicated through the Town Manager or authorized designee. The District Commander shall, at all times, consider the request of the Town Manager or Town's authorized designee with respect to the implementation of Law Enforcement Services.

2. Citizen Complaints. MCSO employees are trained to consistently perform their duties with professionalism and accountability. Citizen Complaint and Comment Forms are available from deputies, on-line, and from the District Facilities. Complaints will be processed through the MCSO according to policy.
3. Deputy Performance. The Maricopa County Sheriff is solely responsible for the performance evaluation, discipline and movement of his deputies as well as other matters incidental to the provision of the Law Enforcement Services under this Agreement. In the event of a dispute between the parties regarding the manner of performance of such service, the determination made by the Maricopa County Sheriff shall be final and conclusive.
4. Removal of Assigned Staff. The Town, acting through the Town Manager shall have the right to request in writing that any staff assigned to service within the Town by the MCSO be reassigned or otherwise removed from service within the Town. When such request is made, the MCSO shall comply as soon as reasonably practical, but in any case within no more than three weeks after such request is made.

F. Reports and Information

1. Basic Reporting. This Law Enforcement Services Agreement is limited to law enforcement service delivery and the management thereof. The terms of this Agreement provide for Basic Reporting as defined in **Section I, Subsection A.** of this Agreement. The Town and District Commander may agree on a basic format personalized to the Town.
2. Information Requests. Requests for additional information by the Town that are applicable to this Agreement will be in writing to the MCSO Executive Chief of Enforcement.

III. REIMBURSEMENT COSTS AND CHARGES

A. Reimbursement for Law Enforcement Services

1. Worksheet to Determine Reimbursement Amount. The Town agrees to reimburse the MCSO for all Law Enforcement Services rendered as outlined in the attached Worksheet(s) (**Exhibit A.**) for the first year (July 1, 2018 through June 30, 2019) of the first term (July 1, 2018 through June 30, 2021) of this Agreement.
2. Annual Review of Costs. The reimbursement costs for this Agreement are reviewed and revised on an annual basis. The MCSO recognizes the Town's need to have information early for its budget and planning process.
 - a. By February 20 of each year that falls within the term of this Agreement, or any extension thereof, the MCSO will provide the Town an annual cost notification letter with an updated Worksheet (**Exhibit A.**) with Law Enforcement Services charges for the coming fiscal year.
 - b. The MCSO, the County or the Town cannot arbitrarily change costs. Each annual worksheet proposal shall employ consistent methodology applicable to all MCSO contract cities and towns.
3. Explanation of Excessive Increase. If the next year's amount is determined to be more than three percent (3%) higher than the total amount due under the then current year of this Agreement, an explanation from the MCSO outlining the increases will be included in the Annual Cost Notification Letter.

4. Unforeseeable and Unavoidable Cost Increases. Unforeseeable and unavoidable cost increases that are applicable to all contracts and are effective with the coming fiscal year but unknown at the time of the February 20 issuance of Worksheet (**Exhibit A.**) can only be passed through to the Town pursuant to an amendment to this Agreement. Examples of items might include mandated changes to FTE staffing requirements, safety standards or reporting requirements, or acquisition and use of new equipment that is policy mandated.

B. Explanation of Charges

The MCSO annual Worksheet (**Exhibit A.**) shall be beat-driven and prepared with the following sections:

1. Personnel Services. The methodology used for calculating Personnel Services is a direct cost recovery formula for actual services delivered and shall not be arbitrarily changed. Personnel Costs are determined using FTE (full time equivalents).
- a. Computation of personnel for this Agreement is as follows:

The basic increment of Law Enforcement Services for providing one deputy FTE 24 hours per day x 7 days per week, 52 weeks per year post is the Beat. It takes five (5) patrol deputies to cover one beat of law enforcement service plus additional specific staffing requirements, and other items listed in **Section I. General Provisions. A. Definitions** of this Agreement.

The formula for staffing requirements per beat shall be:

| FTE Staffing Requirements* | | |
|-----------------------------------|-----------------|-------------|
| 5.00 | Patrol Deputies | 1 Beat |
| 0.50 | Detectives | 1 Beat |
| 1.00 | Sergeant for | 9 Deputies |
| 1.00 | Lieutenant for | 18 Deputies |
| 1.00 | Captain for | 30 Deputies |
| 0.14 | Clerical for | 1 Beat |

* The Town may request and fund additional supervisory, specialized deputies, and/or clerical positions beyond the beat-driven calculation. In all cases, the contracted supervisory personnel (Sergeant, Captain, and Lieutenant) FTE staffing in aggregate must meet minimum requirements for supervisory personnel that coincide with FTE staffing requirements. Such requests must be consistent with **Section II. B. 3.** prior to incorporation into Part I, Personnel Services, of the Worksheet (**Exhibit A.**).

The Staffing Allocation Factor represents the basic staffing requirement (including required coverage and shift relief factors) in a single beat. The Staffing Allocation Factor to be applied in this Agreement is:

| Staffing Allocation Factor | | |
|-----------------------------------|------|-----|
| 24 hour / 7 day post | 5.00 | FTE |
| 8 hour / 7 day post | 1.67 | FTE |
| 8 hour / 5 day post | 1.19 | FTE |

- b. Salary and Benefits shall be calculated by adding together the following:
- (i) Hourly Base Pay: The hourly base pay will be the actual average hourly salary for the position (title) across the Patrol Districts according to County payroll system data from the then current fiscal year.
 - (ii) Variable Benefits Rate: This is a percent, by retirement system group, that is applied to hourly pay that covers the payroll expenses of retirement, FICA and Medicare. Variable benefits are updated annually and are the budgeted amounts for the current fiscal year.
 - (iii) Fixed Fringe Benefit: This payroll expense is an annual lump sum cost per employee for health and other non-retirement benefits and are the budgeted amounts for the current fiscal year.
 - (iv) Workers Compensation and Unemployment: These payroll expenses are a fund-wide allocation per FTE.
 - (v) Special Pay:

Overtime, shift differential and regular over budget comprise special pay. Overtime costs and Shift Differential costs are based on actual expenditures by District for the previous fiscal year and applied as a cost per FTE over the number of budgeted sworn overtime eligible FTE.

Regular Over Budget is a cost applicable to holidays. As a 24 x 7 operation, this cost applies to MCSO. The calculation is beat driven and is based on District average deputy hourly salary and variable benefits for one, 24-hour day and applied to sworn eligible FTEs.
- c. Dispatch charges are applied as an FTE equivalent.
- The calculation is based on the Town's incidents as a percent of all incidents and that percent is applied to previous year's actual Dispatch costs. That cost is then converted to an FTE based on the current average annual salary and benefits for the emergency dispatcher market range title.
2. Supplies and Rent: The Supplies and Rent charges are comprised of several components including the following:
- a. Supplies charges consist of actual costs from the previous fiscal year for items in the supplies and general services object codes by District and are apportioned by District FTE.
 - b. Ammunition charges consist of actual costs from the previous fiscal year for ammunition and are apportioned by sworn FTE.
 - c. Uniform Allowance is the annual amount provided each sworn officer to maintain a uniform and is charged by FTE.
 - d. Rent and utilities charges, if applicable, are per FTE and are based on actual rent and utilities costs from the previous fiscal year in District IV for the District substation divided by the number of FTE working out of that substation.

3. Communications and Information Technology. Sophisticated and costly information and communications systems are used in everyday MCSO law enforcement operations. Cost recovery includes but is not limited to system hardware and software maintenance and licenses, technology supplies, monthly service, data charges, information system connection fees, and data storage fees. Charges for Sheriff's Police Communications and Information Technology are comprised of several components:
- a. Information System Service Charge: The Town's charge is calculated by taking its percent of the previous year's Patrol expense (using the contracted total as the numerator) and applying it to the calculated amount of technology system hardware and software licensing and maintenance expense attributed to patrol.
 - b. Monthly Radio Charges: The monthly charges per FTE and per vehicle are per device calculated by Maricopa County Wireless and based on the number of system users.
 - c. Monthly MDC Charges: The monthly mobile data computing (MDC) charges are per device and based on the number of system users.
 - d. Wiring installations and upgrades for MCSO designated space owned by the Town. Costs incurred by MCSO for technology wiring installations, wiring upgrades, voice or data communications connections, docking stations, charging stations, radio communications base stations and computing equipment purchased for use in MCSO occupied spaces furnished by Town, either explicit or implicit to this Agreement, will be recovered.

4. Vehicle and Equipment Charges.

Vehicle depreciation and vehicle equipment charges fund continuous replacement of patrol vehicles through the County's vehicle replacement plan. Maintenance of vehicles is the responsibility of the MCSO.

- a. The current vehicle and vehicle equipment cost will be used to determine vehicle depreciation and equipment depreciation amounts. Expected life of vehicles is 125,000 miles and expected life of vehicle equipment is 343,750 miles.
- b. The annual number of miles driven will be used in determining charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
- c. The annual number of miles driven is calculated using the average number of miles driven by District. The number of vehicles assigned to the District is divided into the number of miles to arrive at an average number of miles per vehicle. The Town's miles are calculated taking the number of vehicles assigned to the contract, multiplied by the Town's number of beats, multiplied by average number of miles per vehicle by District. The exception to this calculation is for Districts that exist primarily to provide Law Enforcement Services for one contracted municipality. In these cases, actual mileage is discernible and is used.
- d. Per Mile Rates
 - The Per Mile Rate for mileage charge is the average cost per mile for the previous fiscal year for all patrol vehicles.
 - The Per Mile Rate for Vehicle Depreciation is the current cost of a vehicle with warranty divided by the established lifetime miles.

- The Per Mile Rate for Equipment Depreciation is the current cost of vehicle equipment divided by the number of established lifetime miles.

5. Other Equipment Costs and One-Time Cost Reimbursement.

MCSO is obligated to recover costs from the Town for equipment replacement or for new equipment items that are necessary to support the contracted level of Law Enforcement Service and are not otherwise funded in the Sheriff's operational budget.

- a. The Town will be required to fund one-time reimbursement for the initial purchase of vehicles and patrol vehicle equipment (lights; sirens; push bars—not MDCs or radios) upon initiation of service and for any vehicles and patrol vehicle equipment purchased to meet contracted increases in levels of service authorized by Amendment(s) to this Agreement. Subsequent vehicle and vehicle equipment replacements shall be funded by the County as provided in **Section III, Subsections B (4)** of this Agreement, and not by the Town.
- b. The Town will be required to fund the costs of items necessary to equip contract positions upon initiation of service and for any positions associated with increases to service by Amendment. Examples of such items are: radios (for sworn personnel and vehicles), computers, mobile data terminals for vehicles, e-ticketing equipment for vehicles, Tasers and accessories, radar guns, body cams, service weapons, body armor, and cell phones.
- c. Reimbursement costs for replacement of equipment items listed in b., above, will occur in conjunction with the annual updating of Worksheet (**Exhibit A**). **as provided for in Section III, Subsection A. (2)** of this Agreement. Any replacement cost reimbursement that is not included in the annual updating will be handled by amendment as provided for in **Section III, Subsection A. (4)** of this Agreement.
- d. All one-time and replacement equipment items regardless of funding source, shall be County property subject to the following:
 - (i) The Town shall have the option to purchase, at the time they are designated for retirement from the County fleet, any vehicles that were initially funded by the Town as one-time purchases. Such a purchase will require Board action.
 - (ii) In the event of early termination of this Agreement, or in the event of a material reduction in service, the Town may request transfer of vehicle ownership to the Town of any vehicle(s) originally purchased in conjunction with contracted law enforcement service to the Town. All transfers of ownership require Board action.
 - (iii) Vehicle transfers will be "as is," except in cases where removable enhancements, funded by the MCSO, can be used in other Sheriff's vehicles. Such enhancements would be removed and remain County property. The Town will be responsible for the timely removal of all County and MCSO markings.
 - (iv) The cost to the Town of transferred vehicles will be market value plus any title and licensing transfer fees.

(v) In the event of early termination of this Agreement, the Town may request a fair market value credit for its initial cash outlay for vehicles or other one-time or replacement equipment items. Such requests will be coordinated through the Sheriff's Administration Command. Board action is required. All authorized reimbursements will be transacted as credits on amounts due on final month(s) invoices.

6. Indirect Cost Recovery. The MCSO reserves the right to address indirect costs (administrative overhead) via amendment to this Agreement. Indirect cost recovery would be implemented in conjunction with a new fiscal year.
7. Other Law Enforcement Services. The MCSO reserves the right to address cost recovery for other law enforcement services listed in the Definitions section of this Agreement via amendment to this Agreement. Continuing other services recovery will be implemented in conjunction with a new fiscal year.

C. Payment

1. The Town agrees to pay the combined sum of \$1,775,048.40 in 12 equal installments for all Law Enforcement Services rendered as outlined in the attached Worksheet (**Exhibit A.**, for Fiscal Year 2019, July 1, 2018 through June 30, 2019, and at the updated rates not yet determined but provided for in **Section III. A. 2 of this Agreement** throughout the Initial Term (July 1, 2018 through June 30, 2021) and each year thereafter.
2. Payment for Law Enforcement Services for each year of this Agreement will be made in twelve (12) equal installments on a monthly basis and on or before the 20th day of each month, beginning with the first month of the Initial Term.
3. Payment for increases in Law Enforcement Services authorized by Amendment to this Agreement shall commence per the terms of the Amendment and shall be applied to regular monthly payments unless otherwise specified by Amendment.

D. Cost of Incarceration

Nothing in this Agreement shall alter the financial responsibilities of the Town and the County for the incarceration of prisoners arrested by the MCSO in the performance of its responsibilities hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IV. Authorization and Signatures

Guadalupe has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §11-952, and the County has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §§11-951 et seq.

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

MARICOPA COUNTY, a political subdivision of the State of Arizona

TOWN OF GUADALUPE, an Arizona Municipal Corporation

BY: _____
Steve Chucri Date
Chairman, Board of Supervisors

BY: _____
Valerie A. Molina, Mayor 6/14/2018

ATTEST:

ATTEST:

Fran McCarroll, Clerk of the Board Date

Jeff Kulaga, Town Manager / Clerk 6/14/2018

MARICOPA COUNTY SHERIFF’S OFFICE

BY: _____
Paul Penzone, Sheriff Date

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

Deputy County Attorney Date

David Ledyard, Town Attorney 6/14/2018

**EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF GUADALUPE
AND
MARICOPA COUNTY
on behalf of the
Maricopa County Sheriff's Office**

[Cost Detail]

See following pages.

| | | | | | |
|---|---------------|---|-------------|---|---------------------|
| Part 3. Communications and Information Technology (IT) | | | | | \$ 52,983.94 |
| Sworn FTEs | 11.50 | | | | |
| Information System Service | 45,485.98 | Annual Cost | | | \$ 45,485.98 |
| Monthly Radio Charges Vehicles | 43.22 | Per Month (2) per Vehicle | Vehicles | 1 | \$1,037.28 |
| Monthly Radio Charges Sworn | 43.22 | Per Month per Sworn FTE | | | \$5,964.36 |
| MDC Charges | 41.36 | Per Vehicle per month | Vehicles | 1 | \$496.32 |
| Sub Total Communications and IT | | | | | \$ 52,983.94 |
| Part 4. Vehicles and Equipment | | | | | \$ 27,107.84 |
| Vehicle Cost with Warranty | \$ 37,520 | Vehicle life 125,000 miles (combined average) | | | |
| Equipment Costs (Lights; Push Bar; Etc.) | \$ 12,577 | Equipment life 343,750 | | | |
| | Per Mile Rate | Annual Miles | Costs | | |
| Mileage Rate | \$0.328 | 40,779 | \$13,375.49 | | \$ 13,375.49 |
| Vehicle Depreciation | \$0.300 | 40,779 | \$12,240.35 | | \$ 12,240.35 |
| Equipment Depreciation | \$0.037 | 40,779 | \$1,492.01 | | \$ 1,492.01 |
| Sub Total Vehicle and Equipment Costs | | | | | \$ 27,107.84 |
| 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>This section is reserved for items identified by Maricopa County that are necessary for full cost recovery.</i> | | | | | |

C2018-19

Contract #2019-22-GUA

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 86-029728

DURATION OF THE CONTRACT, FY 2019: July 1, 2018 and shall end June 30, 2019

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO
Programmatic Authority: Jeff Dean, Director of Contract
Administration
Daily Contacts: Kathy Flores, 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

June 14, 2018

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 #: 2019-22-GUA

CONTRACTOR: Town of Guadalupe

Document *Original Contract*

Contract Term July 1, 2018 to June 30, 2019

Contract Payment Ceiling for All Services: **TOTAL: \$ 140,032**

CONTRACT OPERATING BUDGET

| | Congregate Meals | Home Delivered Meals | Multipurpose Operations | Transportation |
|-----------------|---------------------|-------------------------|----------------------------|----------------|
| REVENUE | | | | |
| Area Agency | 52,850 | 41,159 | 30,044 | 15,979 |
| Project Income | 5,987 | 72 | - | 29 |
| Non-Fed Inkind | 8,800 | 2,200 | 11,000 | - |
| Non-Fed Cash | 31,488 | 31,608 | 37,602 | 21,307 |
| Other Federal | - | - | - | - |
| TOTAL | 99,125 | 75,039 | 78,646 | 37,315 |
| EXPENSES | | | | |
| Personnel | 32,401 | 32,458 | 41,140 | 20,501 |
| ERE | 8,695 | 8,250 | 10,835 | 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 | 99,125 | 75,039 | 78,646 | 37,315 |
| Units | 10,540 | 6,286 | 1,414 | 2,224 |
| Unit Rate | \$ 9.40 | \$ 11.94 | \$ 55.62 | \$ 16.78 |

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 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 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).

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. n/a 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 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 - effective 10/1/2017
 - √ Bridgeway Health Solutions - expiring 9/30/2017
 - √ United Health Care
 - n/a** Maricopa County Public Health Department
 - √ Mercy Care
 - 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
 - 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) and endorsement pages of each policy 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 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 8.a. 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. 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:
<https://www.des.az.gov/file/3219/download>
 - 2. The Certification of Direct Service Position is located at:
<https://www.des.az.gov/file/5808/download>

c. Books and Records

- i. 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. <https://www.des.az.gov/file/8584/download> English
 2. <https://www.des.az.gov/file/3226/download> 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.
 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.
 - ii. No later than the twenty-fifth (25th) day following end of each contract term, or other date specified by Area Agency, 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 e. 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 te 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, Bridgeway Health Solutions, 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 AHCCCSA, 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.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY SCOPE OF WORK

17.0 CONGREGATE MEALS

17.1 Purpose Statement

17.1.1 The service help 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. Links 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 ensure services are provided to individuals that meet the eligibility requirements described in chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

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. Ensure a mechanism is in place to solicit the advice and expertise of:
 - a. a dietitian or other individual described in paragraph in 17.3.1.11
 - 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 3200
4. Write 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. Ensure 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, ½ cup carrots for ½ 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 monthly 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.

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 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. Ensure that all food handlers pass a course in food safety and sanitation as specified by their County Health Department, 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 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.

- 17.3.4 Nutrition Education
4. Document staff training in personnel files.
 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. Ensure 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. Ensure that every participant is given the Nutrition Screening Survey 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
- a. Provide activities that encourage social interaction, e.g., recreation and group activities.

- 17.3.6 Site Monitoring
- iii. Monitor on an annual basis the centers/sites for compliance.
 - iv. 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 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.

17.6 Reporting Unit

17.6.1 One unit of service equals one meal.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY SCOPE OF WORK

20.0 HOME DELIVERED MEALS

20.1 Purpose Statement

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

20.2 Service Description

20.2.1 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.

20.2.2 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.

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

20.2.4 A “wellness check” is conducted at the time of the meal delivery to ensure the general health and well-being of the client.

20.2.5 The service also provides for the opportunity for socialization.

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

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

20.3 Service Requirements – The Contractor shall provide:

20.3.1 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. Ensure a mechanism is in place to solicit the advice and expertise of:
 1. a dietitian or other individual described in 20.3.1.11,
 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 3200
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. Ensure 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. Ensure 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 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.
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.

20.3.2

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 has been approved by the Area Agency on Aging, Region One.
2. Prepare or arrange for preparation and service of meals, and adhere to menus as written.
3. Ensure that menu substitutions made because of a temporary inability to obtain certain foods are selected from the same food group.
 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 monthly menu at least one week in advance.
8. Obtain the client's or 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 participant.
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 meals for distribution when appropriate for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery. Documentation of the participant'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 participants 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. Ensure that every participant is given the Nutrition Screening Survey 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.

20.3.3

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. Ensure 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 training in personnel files.

20.3.4

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. Ensure that materials provided to participants allow for participant choices to achieve optimal nutritional health and remain independent in their homes and communities.
4. Ensure that nutrition information provided to participants 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.

20.4**Licensure/Certification Requirements – The Contractor shall:**

20.4.1

Ensure 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.

20.4.2

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

20.4.3

Ensure 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.

20.4.4 Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.

20.5 Performance Measure

20.5.1 Number of home delivered meals served annually

20.5.2 Percentage of Home Delivered Meal clients who experienced socialization at least 2 times per week.

20.6 Reporting Unit

20.6.1 One unit of service equals one meal.

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

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.

- 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.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY SCOPE OF WORK

28.0 MULTIPURPOSE CENTER OPERATIONS

28.1 Purpose Statement

28.1.1 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.

28.2 Service Description

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

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

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

28.2.4 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

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

28.2.6 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.

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28.3 Service Requirements – The Contractor shall provide:

28.3.1 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 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.

28.3.2 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.

28.3.3 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.

28.3.4

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.

28.3.5

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.

28.3.6

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.

28.3.7

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.

28.3.8

Intergenerational Programs

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

28.4**Licensure/Certification Requirements**

28.4.1

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.

28.5**Performances Measure**

28.5.1

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

28.6**Reporting Unit**

28.6.1

One unit of service equals 60 minutes of service time.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

SCOPE OF WORK

Multipurpose Center Operations Service Cluster

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 3100 of the DAAS 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 Solicit input from Site Councils, where available.

41.4 Performances Measure

41.4.1 Number of participants attending recreational activities.

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.

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, 41.3.

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.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY SCOPE OF WORK

19.0 GENERAL TRANSPORTATION

19.1 Purpose Statement

19.1.1 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.

19.2 Service Description

19.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

19.2.2 The service includes the arrangement/provision of transportation services which may include the use of a bus or van.

19.2.3 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.

19.2.4 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.

19.2.5 Services may include the transport of groups to activities such as recreational, educational or community events.

19.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

19.3 Service Requirements – The Contractor shall:

19.3.1 Ensure 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.

19.3.2 Ensure the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

19.3.3 Maintain logs of maintenance completed on all vehicles used for the transportation of clients.

19.3.4 Ensure that drivers, including volunteers, carry required identification.

19.3.5 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).

19.3.6 Ensure protection of the client's physical, emotional and mental well-being while using this service.

19.3.7 Provide information to individuals on accessing the transportation service.

19.3.8 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. Ensure that drivers are physically capable and carry identification, when transportation is provided by a volunteer.

19.3.9 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. Ensure 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.

19.4 Licensure/Certification Requirements – The Contractor shall:

- 19.4.1 Ensure that vehicles used for the transportation of clients meet federal, state and local safety and maintenance standards.
- 19.4.2 Ensure that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator’s or Commercial Driver’s License.
- 19.4.3 Ensure that the vehicle in which transportation is provided has a valid Arizona license plate and, at a minimum, the required level of liability insurance.
- 19.4.4 Ensure that individuals providing transportation services have the expertise in safety standards to perform their tasks which may include training in CPR and first aid.
- 19.4.5 Pass a physical prior to providing transportation service to clients and pass a physical at least every two years.

19.5 Performance Measure

- 19.5.1 Number of one-way trips annually.

19.6 Reporting Unit

- 19.6.1 One unit of service equals one trip per person one way.

AREA AGENCY ON AGING, REGION ONE INCORPORATED
SERVICE SPECIFICATIONS

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: Baseline South: Mineral West: I-10 East: High Line Canal |

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

June 14, 2018

Signature and Date

Jeff Kulaga, Town Manager

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

June 14, 2018

Signature and Date

Jeff Kulaga, Town Manager

Accounts Payable

Checks by Date - Detail by Check Number

User: jdrury
Printed: 6/1/2018 12:47 PM

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|-------------------------|---|---|--------------|
| 62268 | ABEYTAM 1 | Abeyta, Melinda Adriana mother's day: mariachi group - 2 hrs | 05/04/2018 mother's day: mariachi group | 525.00 |
| Total for Check Number 62268: | | | | 525.00 |
| 62269 | AVESIS | Avesis Insurance | 05/04/2018 | |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 0.59 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 7.95 |
| | 1976319 | vision insurance May 18 Emp dep | vision insurance May 18 | 61.06 |
| | 1976319 | vision insurance May 18 COBRA | vision insurance May 18 | 5.94 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 4.40 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 4.69 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 11.06 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 2.38 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 1.18 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 0.89 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 23.76 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 0.89 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 2.97 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 7.78 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 6.77 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 17.82 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 6.72 |
| | 1976319 | vision insurance May 18 | vision insurance May 18 | 7.07 |
| Total for Check Number 62269: | | | | 173.92 |
| 62270 | CEBALLOS 04282018 | Ceballos, Vanessa refund security deposit for 04/28 event | 05/04/2018 refund security deposit for 04/ | 150.00 |
| Total for Check Number 62270: | | | | 150.00 |
| 62271 | CNTRLINE 00082253 | Centerline Supply West Inc striper rental, white paint and glass beads | 05/04/2018 striper rental, white paint and | 363.81 |
| Total for Check Number 62271: | | | | 363.81 |
| 62272 | FIREWORK 8761 | Fireworks Productions of AZ Independence day fireworks | 05/04/2018 Independence day fireworks | 1,500.00 |
| Total for Check Number 62272: | | | | 1,500.00 |
| 62273 | HAYNES 04282018 | Haynes, Christopher 4/28 sweet 16: security and crowd control 7 hrs | 05/04/2018 4/28 sweet 16: security and cr | 350.00 |
| Total for Check Number 62273: | | | | 350.00 |
| 62274 | IWORQSYS 10183 | iWorQ Systems comm dev package and data package 1 yr | 05/04/2018 comm dev package and data p | 3,500.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--|--|--|--|
| | | | Total for Check Number 62274: | 3,500.00 |
| 62275 | KCCI Pay App 1 | KCCI, LLC Calle Naranjo storm drain: storm pollution preve | 05/04/2018 Calle Naranjo storm drain: sto | 23,611.50 |
| | | | Total for Check Number 62275: | 23,611.50 |
| 62276 | MARNLAW Apr 18 Mar 18 | Law Office of Matthew A Marner, PLLC public defender services Apr 18 - 2 cases public defender services Mar 18 - 3 cases | 05/04/2018 public defender services Apr 1 public defender services Mar | 400.00 600.00 |
| | | | Total for Check Number 62276: | 1,000.00 |
| 62277 | MACKLINJ 04282018 | Macklin, Justin 4/28 sweet 16: security and crowd control 7 hrs | 05/04/2018 4/28 sweet 16: security and cr | 350.00 |
| | | | Total for Check Number 62277: | 350.00 |
| 62278 | MCSHER MAY18PATROL | MCSO Patrol and Per Diem Billing patrol services May 18 | 05/04/2018 patrol services May 18 | 138,348.79 |
| | | | Total for Check Number 62278: | 138,348.79 |
| 62279 | MYTEK 63083 63146 | Mytek Network Solutions remainder of balance: sonicwall replacement workstation & server management May 18 | 05/04/2018 remainder of balance: sonicw workstation & server managei | 1,042.83 475.00 |
| | | | Total for Check Number 62279: | 1,517.83 |
| 62280 | PETTYC Apr 18 Apr 18 Apr 18 Apr 18 Apr 18 | Petty Cash Fund, Town Hall candy for council meeting sprinkler repair: nozzels, assembly and irritrol car wash: town car certificate covers code enforcement certified letters | 05/04/2018 petty cash disbursements Apr petty cash disbursements Apr petty cash disbursements Apr petty cash disbursements Apr petty cash disbursements Apr | 17.94 28.70 12.00 12.96 53.60 |
| | | | Total for Check Number 62280: | 125.20 |
| 62281 | SCHADE R7AA11637 R7AA11637 | Riviera Finance % milk % milk | 05/04/2018 milk milk | 49.99 16.67 |
| | | | Total for Check Number 62281: | 66.66 |
| 62282 | SRP999 613240006 | Salt River Project utility assistance RV | 05/04/2018 utility assistance RV | 142.00 |
| | | | Total for Check Number 62282: | 142.00 |
| 62283 | SAVARDK 04272018 | Savard, Kay travel to liquor license training | 05/04/2018 travel to liquor license trainin | 51.23 |
| | | | Total for Check Number 62283: | 51.23 |
| 62284 | SHAMROCK 18704185 18704185 18704185 18704185 18704185 18704185 | Shamrock Foods Company soda, tortilla chips, beef stew meat and beef cho % cutlery, napkins, foam trays, and hairnet % coffee, cottage cheese, eggs, margarine, sour c % coffee, cottage cheese, eggs, margarine, sour c % pine sol and paper towels % pine sol and paper towels | 05/04/2018 food, kitchen, and janitorial su food, kitchen, and janitorial su | 339.94 39.27 1,019.21 339.74 20.02 5.30 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|-------------------------|---|----------------------------------|--------------|
| | 18704185 | % pine sol and paper towels | food, kitchen, and janitorial su | 33.56 |
| | 18704185 | % cutlery, napkins, foam trays, and hairnet | food, kitchen, and janitorial su | 35.26 |
| | 18704185 | % cutlery, napkins, foam trays, and hairnet | food, kitchen, and janitorial su | 5.61 |
| | 5933185 | returned coffe remaining balance | returned coffe remaining balai | -57.39 |
| | 5933185 | returned coffe remaining balance | returned coffe remaining balai | -16.19 |
| Total for Check Number 62284: | | | | 1,764.33 |
| 62285 | SWGAS99 | Southwest Gas Corporation | 05/04/2018 | |
| | 4210266598036 | utility assistance KS | utility assistance KS | 310.00 |
| | 4210276582026 | utility assistance RV | utility assistance RV | 93.00 |
| Total for Check Number 62285: | | | | 403.00 |
| 62286 | STANDARD | Standard Ins Co | 05/04/2018 | |
| | May 18 | life insurance May 18 | life insurance May 18 | 2.51 |
| | May 18 | life insurance May 18 | life insurance May 18 | 2.87 |
| | May 18 | life insurance May 18 | life insurance May 18 | 10.74 |
| | May 18 | life insurance May 18 | life insurance May 18 | 3.74 |
| | May 18 | life insurance May 18 | life insurance May 18 | 0.54 |
| | May 18 | life insurance May 18 | life insurance May 18 | 1.44 |
| | May 18 | life insurance May 18 | life insurance May 18 | 0.36 |
| | May 18 | life insurance May 18 | life insurance May 18 | 7.63 |
| | May 18 | life insurance May 18 | life insurance May 18 | 67.28 |
| | May 18 | life insurance May 18 | life insurance May 18 | 0.54 |
| | May 18 | life insurance May 18 | life insurance May 18 | 5.84 |
| | May 18 | life insurance May 18 | life insurance May 18 | 3.72 |
| | May 18 | life insurance May 18 | life insurance May 18 | 8.43 |
| | May 18 | life insurance May 18 | life insurance May 18 | 4.84 |
| | May 18 | life insurance May 18 | life insurance May 18 | 1.79 |
| | May 18 | life insurance May 18 | life insurance May 18 | 5.87 |
| Total for Check Number 62286: | | | | 128.14 |
| 62287 | SUNSHINE | Sunshine Pest Control | 05/04/2018 | |
| | 6371 | extermination services May 18 fire dept | extermination services May 18 | 26.80 |
| | 6371 | extermination services May 18 mercado | extermination services May 18 | 135.00 |
| | 6371 | extermination services May 18 straw house | extermination services May 18 | 50.00 |
| | 6371 | extermination services May 18 maint yd | extermination services May 18 | 118.62 |
| | 6371 | extermination services May 18 % sr center | extermination services May 18 | 5.19 |
| | 6371 | extermination services May 18 Town Hall | extermination services May 18 | 60.00 |
| | 6371 | extermination services May 18 % sr center | extermination services May 18 | 5.19 |
| | 6371 | extermination services May 18 % sr center | extermination services May 18 | 5.19 |
| | 6371 | extermination services May 18 block house | extermination services May 18 | 50.00 |
| | 6371 | extermination services May 18 library | extermination services May 18 | 25.70 |
| | 6371 | extermination services May 18 stott/biehn park | extermination services May 18 | 50.00 |
| | 6371 | extermination services May 18 Headstart outside | extermination services May 18 | 13.29 |
| | 6371 | extermination services May 18 Headstart inside | extermination services May 18 | 50.00 |
| | 6371 | extermination services May 18 CAP | extermination services May 18 | 70.02 |
| Total for Check Number 62287: | | | | 665.00 |
| 62288 | TCI | TCI Security | 05/04/2018 | |
| | 32464 | alarm monitoring May 18 | alarm monitoring May 18 | 8.95 |
| | 32464 | alarm monitoring May 18 | alarm monitoring May 18 | 8.95 |
| | 32464 | alarm monitoring May 18 | alarm monitoring May 18 | 8.95 |
| | 32464 | alarm monitoring May 18 | alarm monitoring May 18 | 14.28 |
| | 32464 | alarm monitoring May 18 | alarm monitoring May 18 | 67.12 |
| | 32464 | alarm monitoring May 18 | alarm monitoring May 18 | 24.28 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--|---|--|--|
| | | | Total for Check Number 62288: | 132.53 |
| 62289 | TE9999 0064200000 | Tempe, City of utility assistance BF | 05/04/2018 utility assistance BF | 277.75 |
| | | | Total for Check Number 62289: | 277.75 |
| 62290 | TEWBILLS 04252018 04302018 05012018 | Tempe, City of (Resident) water bills collected 04/25 water bills collected 04/30 water bills collected 05/01 | 05/04/2018 water bills collected 04/25 water bills collected 04/30 water bills collected 05/01 | 60.00 169.89 100.00 |
| | | | Total for Check Number 62290: | 329.89 |
| 62291 | USFOOD 5761716 5761716 5761716 5761716 | US FoodService, Inc % hot food containers % hot food containers water % hot food containers | 05/04/2018 hot food containers & water hot food containers & water hot food containers & water hot food containers & water | 35.93 32.26 3.22 5.13 |
| | | | Total for Check Number 62291: | 76.54 |
| 62292 | USINTERN 107-100084-0061 107-100084-0061 107-100084-0061 107-100084-0061 | US Internet monthly e-mail monitoring May 18 monthly e-mail monitoring May 18 monthly e-mail monitoring May 18 monthly e-mail monitoring May 18 | 05/04/2018 monthly e-mail monitoring M monthly e-mail monitoring M monthly e-mail monitoring M monthly e-mail monitoring M | 14.15 51.85 7.05 4.70 |
| | | | Total for Check Number 62292: | 77.75 |
| 62293 | VALENRB 82 82 82 82 83 83 | Valencia, Robert B % sr center: replace contactors, replace run capac % sr center: replace contactors, replace run capac % sr center: replace contactors, replace run capac headstart: repair burnt wire and replace belt for b PM unit at the maint office PM 7 units at the mercado | 05/04/2018 repair and replace parts for 6 repair and replace parts for 6 repair and replace parts for 6 repair and replace parts for 6 PM 7 units mercado and 1 uni PM 7 units mercado and 1 uni | 505.00 404.00 101.00 65.00 60.00 420.00 |
| | | | Total for Check Number 62293: | 1,555.00 |
| 62294 | VALENATI 2018-18 | Valenzuela, Natividad clean mercado restrooms 04/23-04/29/18 | 05/04/2018 clean mercado restrooms 04/2 | 375.00 |
| | | | Total for Check Number 62294: | 375.00 |
| 62295 | WITMER E1699035.002 | Witmer Associates Inc leather front decals | 05/04/2018 leather front decals | 85.98 |
| | | | Total for Check Number 62295: | 85.98 |
| 62296 | AIREFILT 208726 208726 208726 208726 208726 | Aire Filter Products-Utah LLC air filters TH % air filters Sr Center % air filters Sr Center air filters Mercado % air filters Sr Center | 05/11/2018 air filters air filters air filters air filters air filters | 340.07 53.69 48.22 578.55 7.67 |
| | | | Total for Check Number 62296: | 1,028.20 |
| 62297 | BOWMANS 05052018 | Bowman, Sheraya refund security deposit 5/5 | 05/11/2018 refund security deposit 5/5 | 50.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--|--|--|--|
| | | | Total for Check Number 62297: | 50.00 |
| 62298 | CARTAMBR 05042018-2 0504218 | Carter, Amber fill in for receptionist 05/04 fill in for driver 04/23-05/04/18 | 05/11/2018 fill in for receptionist 05/04 fill in for driver 04/23-05/04/1 | 52.50 422.63 |
| | | | Total for Check Number 62298: | 475.13 |
| 62299 | CELAYAS 05092018 | Celaya, Sabrina cancelled event 5/12 refund | 05/11/2018 cancelled event 5/12 refund | 25.00 |
| | | | Total for Check Number 62299: | 25.00 |
| 62300 | CNTRLINE 00082261 00082261 | Centerline Supply West Inc stop signs, all way signs, and hardware sets old town hall: no trespassing sign | 05/11/2018 no trespassing, stop, all way s no trespassing, stop, all way s | 1,031.70 78.19 |
| | | | Total for Check Number 62300: | 1,109.89 |
| 62301 | CH 05112018 05112018 05112018 | Clearinghouse PR Batch 00811.05.2018 Wage Assignment-CH PR Batch 00811.05.2018 Wage Assignment-CH PR Batch 00811.05.2018 Wage Assignment-CH | 05/11/2018 PR Batch 00811.05.2018 Wag PR Batch 00811.05.2018 Wag PR Batch 00811.05.2018 Wag | 254.45 156.53 89.46 |
| | | | Total for Check Number 62301: | 500.44 |
| 62302 | LNCURTIS INV175932 INV182055 | Curtis new firetruck: hose new firetruck: hose | 05/11/2018 new firetruck: hose new firetruck: hose | 4,587.26 4,724.10 |
| | | | Total for Check Number 62302: | 9,311.36 |
| 62303 | DIBBLENG 1016014-29 1016014-29 1016014.04-3 1016014.05-1 | Dibble & Associates Consutling Engineers inspection services 3/26-4/20/18 frank school: meeting for off site drainage and of calle naranjo: construction management 3/24-4/2 calle sahuaro: construction management 3/24-4/2 | 05/11/2018 inspection services & frank sc inspection services & frank sc calle naranjo: construction ma calle sahuaro: construction ma | 9,775.00 370.00 3,080.00 1,800.00 |
| | | | Total for Check Number 62303: | 15,025.00 |
| 62304 | EWING 5194516 5194517 5194517 | Ewing Irrigation Products, Inc guad basin: pvc coupling and nipple tubes guad basin: 12 sprinkler heads knee pads | 05/11/2018 guad basin: pvc coupling and guad basin: 12 sprinkler heads guad basin: 12 sprinkler heads | 12.40 397.41 16.94 |
| | | | Total for Check Number 62304: | 426.75 |
| 62305 | GARCIAF 05032018 | Garcia, Fidelis judicial services 4/21-5/4/18 | 05/11/2018 judicial services 4/21-5/4/18 | 1,765.15 |
| | | | Total for Check Number 62305: | 1,765.15 |
| 62306 | GFFA 05112018 05112018 | Guadalupe Firefighters Associa PR Batch 00811.05.2018 Kitty Fund PR Batch 00811.05.2018 Union Dues | 05/11/2018 PR Batch 00811.05.2018 Unic PR Batch 00811.05.2018 Unic | 110.00 75.00 |
| | | | Total for Check Number 62306: | 185.00 |
| 62307 | H&EEQUIP 93803670 | H & E Equipment Exchange LLC intermittent transmission issue: problem w/ wirir | 05/11/2018 intermittent transmission issue | 1,589.73 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--------------------------------------|---|---|----------------|
| | | | Total for Check Number 62307: | 1,589.73 |
| 62308 | HOME2871 | Home Depot Credit Services | 05/11/2018 | |
| | 0021348 | graffitti clean up chain gang: knit rollers | graffitti clean up chain gang: l | 33.47 |
| | 1024559 | vaou nawi basin: pvc pipes and couplings | pvc pipes and couplings | 18.92 |
| | 1024559 | stott park: pvc pipes and couplings | pvc pipes and couplings | 14.60 |
| | 1062143 | dust pan, broom, nift nabbers, lysol spray, gloves | dust pan, broom, nift nabbers, | 105.61 |
| | 2024501 | vacuum tools: filter and noise muffler | vacuum tools: filter and noise | 50.71 |
| | 3020239 | hallway: masking tape, painters putty, putty kniv | 3020239 | 48.12 |
| | 4010199 | % redo tile: tile, fiberglass vinyl adhesive, and tr | % redo tile: tile, fiberglass vin | 29.72 |
| | 4010199 | % redo tile: tile, fiberglass vinyl adhesive, and tr | % redo tile: tile, fiberglass vin | 7.43 |
| | 4010199 | % redo tile: tile, fiberglass vinyl adhesive, and tr | % redo tile: tile, fiberglass vin | 37.15 |
| | 5020067 | hallway: paint | hallway: paint | 66.98 |
| | 5020966 | highline canal fence repair: vinyl wire | post driver & nabbers highlin | 9.71 |
| | 5020966 | nabbers (2) and post driver | post driver & nabbers highlin | 75.58 |
| | 6010630 | % safety glasses and dust masks | safety glasses and dust masks | 43.70 |
| | 6010630 | % safety glasses and dust masks | safety glasses and dust masks | 43.71 |
| | 6024128 | maint: vacuum adapter for cutter, dust shroud, ar | sr center floor repair | 106.38 |
| | 6024128 | % sr center floor repair: speedset mortar | sr center floor repair | 13.38 |
| | 6024128 | % sr center floor repair: speedset mortar | sr center floor repair | 16.73 |
| | 6024128 | hose fitting, socket fitting, hose, and nozzle set | sr center floor repair | 121.46 |
| | 6024128 | drywall sanding screen and wall orange | sr center floor repair | 19.40 |
| | 6024128 | % sr center floor repair: speedset mortar | sr center floor repair | 3.35 |
| | 6580751 | locks for drug boxes | locks for drug boxes | 12.91 |
| | 7573599 | weed sprayer | weed sprayer | 9.70 |
| | 8020696 | CAP hallway chair rail: creat stain, oil paint, and | CAP hallway chair rail: creat : | 17.66 |
| | 8023954 | spray paint to mark tools | trash cans, paint pen, and spra | 4.18 |
| | 8023954 | trash cans and paint pen for maint staff | trash cans, paint pen, and spra | 85.05 |
| | 9211600 | paint & repair CAP hallway: wall base, oak boar | paint & repair CAP hallway: v | 172.52 |
| | | | Total for Check Number 62308: | 1,168.13 |
| 62309 | ROCHALAW 1722 | Law Office of Juan L Rocha public defender services Mar 18 & Apr 18 | 05/11/2018 public defender services Mar | 400.00 |
| | | | Total for Check Number 62309: | 400.00 |
| 62310 | LIQUID INV00950936 INV00950936 | Liquid Environmental Solutions of AZ, LLC % grease trap disposal Apr 18 % grease trap disposal Apr 18 | 05/11/2018 INV00950936 INV00950936 | 26.50 26.50 |
| | | | Total for Check Number 62310: | 53.00 |
| 62311 | MATUZD CR 2015-0037-7 | Matuz, Dolores restitution | 05/11/2018 restitution | 175.00 |
| | | | Total for Check Number 62311: | 175.00 |
| 62312 | MCPRIS APR18HSNG | MCSO Patrol and Per Diem Billing detention services Apr 18 | 05/11/2018 detention services Apr 18 | 4,334.44 |
| | | | Total for Check Number 62312: | 4,334.44 |
| 62313 | NATFIRE FX-201996 | National Fire Control service call, recharge 10lb extinguisher, recharge | 05/11/2018 service call, recharge 10lb ext | 140.47 |
| | | | Total for Check Number 62313: | 140.47 |
| 62314 | NATWIDE 05112018 | Nationwide Retirement Solution PR Batch 00811.05.2018 Nationwide (PEBSCO) | 05/11/2018 PR Batch 00811.05.2018 Nati | 450.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|---|--|---|--|
| | | | Total for Check Number 62314: | 450.00 |
| 62315 | NW-ASRS 05112018 | Nationwide Retirement Solutions PR Batch 00811.05.2018 Nationwide ASRS | 05/11/2018 PR Batch 00811.05.2018 Nati | 121.01 |
| | | | Total for Check Number 62315: | 121.01 |
| 62316 | OFFDEPOT 122636334-001 122636334-001 122636334-001 122636334-001 128617458-001 128617458-001 128617458-001 128617458-001 128617458-001 128617458-001 128617458-001 128617458-001 128617458-001 128618135-001 128618136-001 | Office Depot pens ink cartridges pens and clipboards paper-light blue % copy paper % copy paper receipt paper for front desk zippered bags | 05/11/2018 paper, pens, clipboards, and ir paper, pens, clipboards, and ir paper, pens, clipboards, and ir paper, pens, clipboards, and ir copy paper copy paper copy paper copy paper copy paper copy paper copy paper copy paper copy paper copy paper receipt paper for front desk zippered bags | 3.25 117.27 6.64 4.33 20.47 15.97 4.50 290.69 4.09 20.47 36.85 16.38 22.80 9.74 |
| | | | Total for Check Number 62316: | 573.45 |
| 62317 | PYT OL-003-0036-01 | Pascua Yaqui Tribe rental assistance TA | 05/11/2018 rental assistance TA | 700.00 |
| | | | Total for Check Number 62317: | 700.00 |
| 62318 | PALS 32377 | Pet & Animal Lovers Service dead animal pick up service Apr 18 | 05/11/2018 dead animal pick up service A | 66.50 |
| | | | Total for Check Number 62318: | 66.50 |
| 62320 | REDDY 9980458291 | Reddy Ice Corporation refill ice 55 bags | 05/11/2018 refill ice 55 bags | 97.96 |
| | | | Total for Check Number 62320: | 97.96 |
| 62321 | RICOH 5053254014 5053254014 | Ricoh USA, Inc copy machine maint May 18 copy overages Apr 18 | 05/11/2018 copy machine maint May 18 copy machine maint May 18 | 44.75 212.48 |
| | | | Total for Check Number 62321: | 257.23 |
| 62322 | SCHADE R7AA11335 R7AA11335 R7AA11737 R7AA11737 | Riviera Finance % milk % milk % milk % milk | 05/11/2018 milk milk milk milk | 51.99 14.67 49.99 16.67 |
| | | | Total for Check Number 62322: | 133.32 |
| 62323 | ROMANIA 04112018 | Romania, Alan return garnishment | 05/11/2018 return garnishment | 84.00 |
| | | | Total for Check Number 62323: | 84.00 |
| 62324 | ROTOR PH589143 | Roto-Rooter Service sheriff holding cell: replace sloan valve | 05/11/2018 sheriff holding cell: replace sl | 1,632.76 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|--|---|--|--------------------------------------|
| | | | Total for Check Number 62324: | 1,632.76 |
| 62325 | SRP999 630-026-008 | Salt River Project utility assistance | 05/11/2018 utility assistance | 215.00 |
| | | | Total for Check Number 62325: | 215.00 |
| 62326 | SIMSBS 109731 | Sims Business Systems overage charges Apr 18 | 05/11/2018 overage charges Apr 18 | 59.64 |
| | | | Total for Check Number 62326: | 59.64 |
| 62327 | SWGAS99 421-0274256-028 421-7425541-002 | Southwest Gas Corporation utility assistance JC utility assistance AC | 05/11/2018 utility assistance JC utility assistance AC | 184.33 203.00 |
| | | | Total for Check Number 62327: | 387.33 |
| 62328 | TEPOWER 283472 283472 283516 283516 | Tempe Power Equipment % weed eaters: connectors w/ screensn, air filters, % weed eaters: connectors w/ screensn, air filters, % weed eaters: returned air filters % weed eaters: returned air filters | 05/11/2018 weed eaters: connectors w/ sc weed eaters: connectors w/ sc weed eaters: returned air filter weed eaters: returned air filter | 100.41 100.41 -22.08 -22.07 |
| | | | Total for Check Number 62328: | 156.67 |
| 62329 | TE9999 8330300000 | Tempe, City of utility assistance AC | 05/11/2018 utility assistance AC | 85.00 |
| | | | Total for Check Number 62329: | 85.00 |
| 62330 | TEWBILLS 05072018 05082018 | Tempe, City of (Resident) water bills collected 05/07 water bills collected 05/08 | 05/11/2018 water bills collected 05/07 water bills collected 05/08 | 829.30 434.78 |
| | | | Total for Check Number 62330: | 1,264.08 |
| 62331 | UNFOODBK AO00059158-1 AO00059333-1 AO00059477-1 | United Food Bank food delivery 04/03: bread and pastry, salad mix, food delivery 04/11: bread and pastry, tomatoes, food delivery 04/18: bread and pastry, produce, t | 05/11/2018 food delivery 04/03 food delivery 04/11 food delivery 04/18 | 15.00 15.00 15.00 |
| | | | Total for Check Number 62331: | 45.00 |
| 62332 | UNSITE 114-6688988 | United Site Services chemical toilet May 18 | 05/11/2018 chemical toilet May 18 | 127.50 |
| | | | Total for Check Number 62332: | 127.50 |
| 62333 | USBANK 4972544 | US Bank Nat'l Assoc 94479021 admin fees | 05/11/2018 admin fees | 450.00 |
| | | | Total for Check Number 62333: | 450.00 |
| 62334 | VALENRB 84 | Valencia, Robert B pm 7 units at mercado | 05/11/2018 pm 7 units at mercado | 420.00 |
| | | | Total for Check Number 62334: | 420.00 |
| 62335 | VALENATI 2018-19 | Valenzuela, Natividad clean mercado restrooms 05/07-05/13/18 | 05/11/2018 clean mercado restrooms 05/0 | 260.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|---|--|--|---|
| | 05082018 | % fill in for cook 5/7/18 | fill in for cook 5/7/18 | 31.50 |
| | 05142018 | % fill in for cook 5/14 | fill in for cook 5/14 | 31.50 |
| | 05142018 | % fill in for cook 5/14 | fill in for cook 5/14 | 31.50 |
| Total for Check Number 62342: | | | | 126.00 |
| 62343 | FLUORESC 1288290 | Everbrite West LLC repair street light outages Apr 18 | 05/18/2018 repair street light outages Apr | 1,965.12 |
| Total for Check Number 62343: | | | | 1,965.12 |
| 62344 | FAITH 1055862-5863 1055862-5863 1055862-5863 1055862-5863 1055862-5863 1055862-5863 | Faith,Ledyard, Faith general attorney services Apr 18 - prosecution general attorney services Apr 18 general attorney services Apr 18 - % sr center general attorney services Apr 18 - copies & post general attorney services Apr 18 - % sr center general attorney services Apr 18 - % sr center | 05/18/2018 general attorney services Apr general attorney services Apr | 4,623.00 8,457.20 33.33 121.65 33.33 33.34 |
| Total for Check Number 62344: | | | | 13,301.85 |
| 62345 | JUVES 11005 8176 9643 9644 | Juve's Auto Clinic CAP truck: motor oil, oil filter, belt, air filter, val 05 ford: battery and shop supplies 02 ford van oil change: oil filter, oil, and shop su 10 ford oil change: oil filter, oil, and shop suppli | 05/18/2018 CAP truck: motor oil, oil filter 05 ford: battery and shop supp 02 ford van oil change: oil filt 10 ford oil change: oil filter, o | 1,312.39 300.02 53.91 43.65 |
| Total for Check Number 62345: | | | | 1,709.97 |
| 62346 | MCESD FD-00042 FD-00042 FD-00042 | Maricopa County % annual health permit fee FY 19 % annual health permit fee FY 19 % annual health permit fee FY 19 | 05/18/2018 annual health permit fee FY 1' annual health permit fee FY 1' annual health permit fee FY 1' | 339.90 350.20 339.90 |
| Total for Check Number 62346: | | | | 1,030.00 |
| 62347 | MC TREAS APR 18 | Maricopa County Treasurer's fines due to county Apr 18 | 05/18/2018 fines due to county Apr 18 | 451.32 |
| Total for Check Number 62347: | | | | 451.32 |
| 62348 | MORENOLU 05102018 | Moreno, Luciana refund security deposit 05/1000 | 05/18/2018 refund security deposit 05/100 | 50.00 |
| Total for Check Number 62348: | | | | 50.00 |
| 62349 | MORIVAN 05122018 | Mori, Vanessa refund security deposit 5/12 | 05/18/2018 refund security deposit 5/12 | 50.00 |
| Total for Check Number 62349: | | | | 50.00 |
| 62350 | SCHADE R7AA11841 R7AA11841 R7AA11956 R7AA11956 | Riviera Finance % milk % milk % milk % milk | 05/18/2018 milk milk milk milk | 16.00 50.66 50.66 16.00 |
| Total for Check Number 62350: | | | | 133.32 |
| 62351 | ROTOR PH578104 | Roto-Rooter Service snake lines @ restrants and m. urinal, wax ring | 05/18/2018 snake lines @ restrants and r | 614.10 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|-------------------------|---|---|--------------|
| | | | Total for Check Number 62351: | 614.10 |
| 62352 | SHAMROCK 18738013 | Shamrock Foods Company beef stew meat, chorizo, blender, oven mit and p | 05/18/2018 food, kitchen and janitorial pu | 206.15 |
| | 18738013 | % creamer, beans, chips, ranch dressing, mandar | food, kitchen and janitorial pu | 1,154.15 |
| | 18738013 | % creamer, beans, chips, ranch dressing, mandar | food, kitchen and janitorial pu | 364.47 |
| | 18738013 | % bleach and pine sol | food, kitchen and janitorial pu | 17.46 |
| | 18738013 | % bleach and pine sol | food, kitchen and janitorial pu | 4.62 |
| | 18738013 | % bleach and pine sol | food, kitchen and janitorial pu | 29.27 |
| | 18738013 | % foil and blender | food, kitchen and janitorial pu | 55.10 |
| | 18738013 | % foil and blender | food, kitchen and janitorial pu | 49.47 |
| | 18738013 | % foil and blender | food, kitchen and janitorial pu | 7.87 |
| | | | Total for Check Number 62352: | 1,888.56 |
| 62353 | TEWBILLS 05092018 | Tempe, City of (Resident) water bills collected 05/09 | 05/18/2018 water bills collected 05/09 | 143.51 |
| | 05102018 | water bills collected 5/10 | water bills collected 5/10 | 143.06 |
| | 05112018 | water bills collected 05/11 | water bills collected 05/11 | 69.72 |
| | 05142018 | water bills collected 05/14 | water bills collected 05/14 | 341.74 |
| | 05152018 | water bills collected 05/15 | water bills collected 05/15 | 152.71 |
| | | | Total for Check Number 62353: | 850.74 |
| 62354 | VALENATI 2018-20 | Valenzuela, Natividad clean mercado restrooms 5/7-5/13/18 | 05/18/2018 clean mercado restrooms 5/7-: | 300.00 |
| | | | Total for Check Number 62354: | 300.00 |
| 62355 | WILLITUL 265329 | Willie Itule Produce, Inc % oninos, cilantro, lettuce, carrot sticks, celery s | 05/18/2018 fresh fruit and veggies 05/07 | 30.22 |
| | 265329 | % oninos, cilantro, lettuce, carrot sticks, celery s | fresh fruit and veggies 05/07 | 95.66 |
| | | | Total for Check Number 62355: | 125.88 |
| 62356 | BANNERDM Dec 17 | Banner Desert Medical Center pharmacy charges Dec 17 | 05/25/2018 pharmacy charges Dec 17 | 42.60 |
| | | | Total for Check Number 62356: | 42.60 |
| 62357 | CINTAS 5010644796 | Cintas Corporation refill first aid kit May 18 | 05/25/2018 refill first aid kit May 18 | 113.80 |
| | 5010644796 | refill first aid kit May 18 | refill first aid kit May 18 | 72.16 |
| | 5010644796 | refill first aid kit May 18 | refill first aid kit May 18 | 33.83 |
| | 5010644796 | refill first aid kit May 18 | refill first aid kit May 18 | 2.88 |
| | 5010644796 | refill first aid kit May 18 | refill first aid kit May 18 | 20.15 |
| | 5010644796 | refill first aid kit May 18 | refill first aid kit May 18 | 18.10 |
| | | | Total for Check Number 62357: | 260.92 |
| 62358 | CH 05252018 | Clearinghouse PR Batch 00825.05.2018 Wage Assignment-CH | 05/25/2018 PR Batch 00825.05.2018 Wag | 265.24 |
| | 05252018 | PR Batch 00825.05.2018 Wage Assignment-CH | PR Batch 00825.05.2018 Wag | 169.73 |
| | 05252018 | PR Batch 00825.05.2018 Wage Assignment-CH | PR Batch 00825.05.2018 Wag | 92.76 |
| | | | Total for Check Number 62358: | 527.73 |
| 62359 | DAILYJOU A3125108 | Daily Journal Corporation advertising: call of election | 05/25/2018 advertising: call of election | 10.85 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|---|--|--|------------------|
| | | | Total for Check Number 62359: | 10.85 |
| 62360 | EWING 5312034 | Ewing Irrigation Products, Inc vaou nawi basin: sprinkler heads and pipe conne | 05/25/2018 vaou nawi basin: sprinkler hee | 405.12 |
| | | | Total for Check Number 62360: | 405.12 |
| 62361 | GARCIAF 2018-009 | Garcia, Fidelis judicial services 5/5-5/18/2018 | 05/25/2018 judicial services 5/5-5/18/201 | 1,765.15 |
| | | | Total for Check Number 62361: | 1,765.15 |
| 62362 | GFFA 05252018 05252018 | Guadalupe Firefighters Associa PR Batch 00825.05.2018 Union Dues PR Batch 00825.05.2018 Kitty Fund | 05/25/2018 PR Batch 00825.05.2018 Unic PR Batch 00825.05.2018 Unic | 75.00 112.00 |
| | | | Total for Check Number 62362: | 187.00 |
| 62363 | HENLEYS 01192018 | Henley, Stephanie Jaqueline Thaxton: payroll wages 12/30/2017-1/ | 05/25/2018 Jaqueline Thaxton: payroll wa | 226.64 |
| | | | Total for Check Number 62363: | 226.64 |
| 62364 | NATWIDE 05252018 | Nationwide Retirement Solution PR Batch 00825.05.2018 Nationwide (PEBSCO) | 05/25/2018 PR Batch 00825.05.2018 Nati | 450.00 |
| | | | Total for Check Number 62364: | 450.00 |
| 62365 | NW-ASRS 05252018 | Nationwide Retirement Solutions PR Batch 00825.05.2018 Nationwide ASRS | 05/25/2018 PR Batch 00825.05.2018 Nati | 121.01 |
| | | | Total for Check Number 62365: | 121.01 |
| 62366 | SRP999 719326003 | Salt River Project utility assistance CV | 05/25/2018 utility assistance CV | 250.00 |
| | | | Total for Check Number 62366: | 250.00 |
| 62367 | SWGAS99 421-0266846-034 421-0267229-031 | Southwest Gas Corporation utility assistance RMB utility assistance CV | 05/25/2018 utility assistance RMB utility assistance CV | 116.00 155.00 |
| | | | Total for Check Number 62367: | 271.00 |
| 62368 | TESTLUKE Apr 18 | Tempe St Luke's Hospital pharmacy charges Apr 18 | 05/25/2018 pharmacy charges Apr 18 | 1,146.09 |
| | | | Total for Check Number 62368: | 1,146.09 |
| 62369 | TE9999 1611200000 | Tempe, City of utility assistance AA | 05/25/2018 utility assistance AA | 350.00 |
| | | | Total for Check Number 62369: | 350.00 |
| 62370 | TEWBILLS 05172018 | Tempe, City of (Resident) water bills collected 05/17 | 05/25/2018 water bills collected 05/17 | 81.99 |
| | | | Total for Check Number 62370: | 81.99 |
| 62371 | VALENRB 85 | Valencia, Robert B PM remaining 7 units at the Mercado | 05/25/2018 PM remaining 7 units at the M | 420.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|---|---|--|--|
| | May 18 | health insurance May 18 | health insurance May 18 | 71.22 |
| | May 18 | health insurance May 18 | health insurance May 18 | 747.92 |
| | May 18 | health insurance May 18 EE dep | health insurance May 18 | 1,278.60 |
| | May 18 | health insurance May 18 EE prem | health insurance May 18 | 311.12 |
| | May 18 | health insurance May 18 | health insurance May 18 | 843.23 |
| | May 18 | health insurance May 18 | health insurance May 18 | 524.10 |
| | May 18 | health insurance May 18 | health insurance May 18 | 560.17 |
| | May 18 | health insurance May 18 | health insurance May 18 | 794.48 |
| | May 18 | health insurance May 18 | health insurance May 18 | 1,390.73 |
| | May 18 | health insurance May 18 | health insurance May 18 | 284.88 |
| | May 18 | health insurance May 18 | health insurance May 18 | 140.62 |
| | May 18 | health insurance May 18 | health insurance May 18 | 105.46 |
| | May 18 | health insurance May 18 | health insurance May 18 | 105.46 |
| | May 18 | health insurance May 18 | health insurance May 18 | 356.10 |
| | May 18 | health insurance May 18 | health insurance May 18 | 955.92 |
| | May 18 | health insurance May 18 | health insurance May 18 | 1,416.03 |
| | May 18 | health insurance May 18 | health insurance May 18 | 2,109.24 |
| | May 18 | health insurance May 18 | health insurance May 18 | 2,484.23 |
| | | | Total for Check Number 5201805: | 14,479.51 |
| 5201806 | CENTURY 478 May 18 904 Apr 18 | Centurylink dedicated line May 18 alarm pad Apr 18 | 05/31/2018 dedicated line May 18 alarm pad Apr 18 | 85.29 52.96 |
| | | | Total for Check Number 5201806: | 138.25 |
| 5201807 | CHASE BC Apr 18 CT 1 Apr 18 CT 2 Apr 18 TH Apr 18 | Chase Bank bank charges Apr 18 credit card machine fees Apr 18 CT 1 credit card machine fees Apr 18 CT 2 credit card machine fees Apr 18 TH | 05/31/2018 bank charges Apr 18 credit card machine fees Apr 18 credit card machine fees Apr 18 credit card machine fees Apr 18 | 63.45 36.00 39.50 41.87 |
| | | | Total for Check Number 5201807: | 180.82 |
| 5201808 | CHASEMC Apr 18 Apr 18 | Chase Card Services food boxes: eggs, juice, apple slices, applesauce, sit 'n stand desk roller coole, water, dust off, febreze, aprons, 20 tortilla chips, ice cream cups, nacho cheese, east printer cable and water delivery % walk in cooler: repair leak on liquid line, resec % walk in cooler: repair leak on liquid line, resec % walk in cooler: repair leak on liquid line, resec hydration station: water clerk membership application spears for flags front desk pens: pail, pens, floral tape, and fake f San Diego Bay: motor mount and motor sheriff's office: mini split w/ heat pump CPR/AED & First Aid certs, books and instructio employee recievable AR % flour, toastada's, lemons, lemon pepper, tortill % flour, toastada's, lemons, lemon pepper, tortill | 05/31/2018 credit card purchases Apr 18 credit card purchases Apr 18 | 1,023.75 378.34 265.18 216.36 43.56 387.91 387.91 399.66 10.10 60.00 64.67 8.64 103.11 2,629.21 269.11 32.65 47.78 159.52 |
| | | | Total for Check Number 5201808: | 6,487.46 |
| 5201809 | COX FF May 18 SC May 18 TH May 18 | Cox Communications, Inc internet service May 18 tv service May 18 internet service May 18 | 05/31/2018 internet service May 18 tv service May 18 internet service May 18 | 60.00 31.10 79.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|----------------------------------|--|--|----------------|
| | | | Total for Check Number 5201809: | 170.10 |
| 5201810 | GENUINE 4851-975808 | Genuine Parts Co toyota: door handles | 05/31/2018 toyota: door handles | 157.26 |
| | | | Total for Check Number 5201810: | 157.26 |
| 5201811 | METLIFE | Metropolitan Life Ins Co | 05/31/2018 | |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 2.69 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 22.83 |
| | May 18 | dental insurance May 18 EE dep | dental insurance May 18 | 381.02 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 21.77 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 5.38 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 32.49 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 107.44 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 4.03 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 13.43 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 35.17 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 34.64 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 80.58 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 20.42 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 32.51 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 4.03 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 55.33 |
| | May 18 | dental insurance May 18 | dental insurance May 18 | 10.74 |
| | | | Total for Check Number 5201811: | 864.50 |
| 5201812 | OREILLY 2547-178538 MAY 18 | O'Reilly Automotive, INC cabin filter and air freshner discount for early payment May 18 | 05/31/2018 cabin filter and air freshner discount for early payment M: | 25.85 -0.52 |
| | | | Total for Check Number 5201812: | 25.33 |
| 5201813 | PRTAXF | PAYROLL TAXES-FEDERAL | 05/31/2018 | |
| | 05112018 | Federal Tax: 5/11 payroll | fed taxes: 5/11 payroll | 4,392.89 |
| | 05112018 | FICA Tax: 5/11 payroll | fed taxes: 5/11 payroll | 6,472.16 |
| | 05112018 | Medicare Tax: 5/11 payroll | fed taxes: 5/11 payroll | 1,513.68 |
| | 05252018 | Medicare Tax: 05/25 payroll | fed taxes 5/25 payroll | 1,620.46 |
| | 05252018 | Federal Tax: 05/25 payroll | fed taxes 5/25 payroll | 4,277.04 |
| | 05252018 | FICA Tax: 05/25 payroll | fed taxes 5/25 payroll | 6,928.62 |
| | | | Total for Check Number 5201813: | 25,204.85 |
| 5201814 | PRTAXS | PAYROLL TAXES-STATE | 05/31/2018 | |
| | 05112018 | State Tax: 5/11 payroll | State Tax: 5/11 payroll | 1,414.97 |
| | 05252018 | State Tax: 5/25 payroll | State Tax: 5/25 payroll | 1,492.20 |
| | | | Total for Check Number 5201814: | 2,907.17 |
| 5201815 | PSPRS | Public Safety Personnel Retire | 05/31/2018 | |
| | 04272018 | PR Batch 00827.04.2018 Retirement-PSPRS | PR Batch 00827.04.2018 Reti | 1,072.10 |
| | 04272018 | PR Batch 00827.04.2018 Retirement-PSPRS-Err | PR Batch 00827.04.2018 Reti | 5,141.86 |
| | 04272018 | FIRE INSURANCE PREMIUM TAX CREDIT | PR Batch 00827.04.2018 Reti | -172.80 |
| | 05112018 | FIRE INSURANCE PREMIUM TAX CREDIT | PR Batch 00811.05.2018 Reti | -172.80 |
| | 05112018 | PR Batch 00811.05.2018 Retirement-PSPRS | PR Batch 00811.05.2018 Reti | 853.84 |
| | 05112018 | PR Batch 00811.05.2018 Retirement-PSPRS-Err | PR Batch 00811.05.2018 Reti | 4,095.04 |
| | 05252018 | PR Batch 00825.05.2018 Retirement-PSPRS | PR Batch 00825.05.2018 Reti | 915.80 |
| | 05252018 | FIRE INUSRANCE PREMIUM TAX CREDIT | PR Batch 00825.05.2018 Reti | -172.80 |
| | 05252018 | PR Batch 00825.05.2018 Retirement-PSPRS-Err | PR Batch 00825.05.2018 Reti | 4,392.20 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|---------------------------------|-------------------------|---|-----------------------------------|--------------|
| | MAY 18 | Adj to Bal May 18 | Adj to Bal May 18 | 0.05 |
| Total for Check Number 5201815: | | | | 15,952.49 |
| 5201816 | SRP1277 | Salt River Project | 05/31/2018 | |
| | Apr 18 | utility: electricity Apr 18 biehn park restrooms | utility: electricity Apr 18 | 31.58 |
| | Apr 18 | utility: electricity Apr 18 sprinklers @ old town l | utility: electricity Apr 18 | 30.65 |
| | Apr 18 | utility: electricity Apr 18 marquee | utility: electricity Apr 18 | 84.26 |
| | Apr 18 | utility: electricity Apr 18 cemetery | utility: electricity Apr 18 | 34.80 |
| | Apr 18 | utility: electricity Apr 18 block house | utility: electricity Apr 18 | 22.06 |
| | Apr 18 | utility: electricity Apr 18 security/street lights @ | utility: electricity Apr 18 | 244.63 |
| | Apr 18 | utility: electricity Apr 18 fire dept | utility: electricity Apr 18 | 305.87 |
| | Apr 18 | utility: electricity Apr 18 % sr center | utility: electricity Apr 18 | 209.99 |
| | Apr 18 | utility: electricity Apr 18 % sr center | utility: electricity Apr 18 | 52.50 |
| | Apr 18 | utility: electricity Apr 18 % sr center | utility: electricity Apr 18 | 262.49 |
| | Apr 18 | utility: electricity Apr 18 headstart | utility: electricity Apr 18 | 449.00 |
| | Apr 18 | utility: electricity Apr 18 straw bale house | utility: electricity Apr 18 | 107.88 |
| | Apr 18 | utility: electricity Apr 18 TH | utility: electricity Apr 18 | 840.52 |
| | Apr 18 | utility: electricity Apr 18 ret basin @ guadalupe | utility: electricity Apr 18 | 31.34 |
| | Apr 18 | utility: electricity Apr 18 sewer metering station | utility: electricity Apr 18 | 32.08 |
| | Apr 18 | utility: electricity Apr 18 maint yd | utility: electricity Apr 18 | 116.31 |
| | Apr 18 | utility: electricity Apr 18 mercado | utility: electricity Apr 18 | 2,249.57 |
| | Apr 18 | utility: electricity Apr 18 fire dept security lights | utility: electricity Apr 18 | 16.64 |
| | Apr 18 | utility: electricity Apr 18 security lights @ merca | utility: electricity Apr 18 | 241.73 |
| | Apr 18 | utility: electricity Apr 18 ret basin @ pitaya | utility: electricity Apr 18 | 30.65 |
| | Apr 18 | utility: electricity Apr 18 CAP office | utility: electricity Apr 18 | 72.04 |
| | Apr 18 | utility: electricity Apr 18 street lights | utility: electricity Apr 18 | 317.69 |
| | Apr 18 | utility: electricity Apr 18 Library | utility: electricity Apr 18 | 288.18 |
| | Apr 18 | utility: electricity Apr 18 stott park restrooms | utility: electricity Apr 18 | 57.30 |
| | Apr 18 | utility: electricity Apr 18 stott park | utility: electricity Apr 18 | 724.13 |
| | Apr 18 | utility: electricity Apr 18 biehn park lights | utility: electricity Apr 18 | 690.78 |
| | Apr 18 | utility: electricity Apr 18 ret basin @ vaou nawi | utility: electricity Apr 18 | 31.34 |
| Total for Check Number 5201816: | | | | 7,576.01 |
| 5201817 | SRP1278 | Salt River Project | 05/31/2018 | |
| | Apr 18 | utility: electricity Apr 18 street lights and traffic : | utility: electricity Apr 18 stree | 2,355.43 |
| Total for Check Number 5201817: | | | | 2,355.43 |
| 5201818 | SWGAS | Southwest Gas Corp | 05/31/2018 | |
| | Apr 18 | utility: natural gas Apr 18 Headstart | utility: natural gas Apr 18 | 51.94 |
| | Apr 18 | utility: natural gas Apr 18 % sr center | utility: natural gas Apr 18 | 24.31 |
| | Apr 18 | utility: natural gas Apr 18 % sr center | utility: natural gas Apr 18 | 30.37 |
| | Apr 18 | utility: natural gas Apr 18 % sr center | utility: natural gas Apr 18 | 6.07 |
| | Mar 18 | utility: natural gas Mar 18 %sr center | utility: natural gas Mar 18 | 24.16 |
| | Mar 18 | utility: natural gas Mar 18 %sr center | utility: natural gas Mar 18 | 30.19 |
| | Mar 18 | utility: natural gas Mar 18 headstart | utility: natural gas Mar 18 | 51.65 |
| | Mar 18 | utility: natural gas Mar 18 %sr center | utility: natural gas Mar 18 | 6.04 |
| | May 18 | adj to bal May 18 | adj to bal May 18 | -0.01 |
| Total for Check Number 5201818: | | | | 224.72 |
| 5201819 | TEBLDGS | Tempe, City of | 05/31/2018 | |
| | 01642 Apr 18 | utility: water Apr 18 AdY street trees n or fire de | utility: water Apr 18 AdY stre | 12.68 |
| | 21442 Apr 18 | utility: water Apr 18 maint yd | utility: water Apr 18 maint yd | 71.62 |
| | 28842 Apr 18 | utility: water Apr 18 % Sr center | utility: water Apr 18 sr center | 40.99 |
| | 28842 Apr 18 | utility: water Apr 18 % Sr center | utility: water Apr 18 sr center | 10.25 |
| | 28842 Apr 18 | utility: water Apr 18 % Sr center | utility: water Apr 18 sr center | 51.24 |
| | 28842 Apr 18 | utility: water Apr 18 Headstart | utility: water Apr 18 sr center | 87.65 |
| | 28842 Apr 18 | utility: water Apr 18 %comm refuse Sr Center | utility: water Apr 18 sr center | 24.44 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
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| | 28842 Apr 18 | utility: water Apr 18 %comm refuse Sr Center | utility: water Apr 18 sr center | 6.12 |
| | 28842 Apr 18 | utility: water Apr 18 %comm refuse Sr Center | utility: water Apr 18 sr center | 30.55 |
| | 30103 Apr 18 | utility: water Apr 18 TH irrigation | utility: water Apr 18 comm re | 323.60 |
| | 30103 Apr 18 | utility: water Apr 18 comm refuse Library | utility: water Apr 18 comm re | 30.55 |
| | 30103 Apr 18 | utility: water Apr 18 comm refuse CAP | utility: water Apr 18 comm re | 30.55 |
| | 30103 Apr 18 | utility: water Apr 18 comm refuse Headstart | utility: water Apr 18 comm re | 91.65 |
| | 30103 Apr 18 | utility: water Apr 18 comm refuse TH | utility: water Apr 18 comm re | 30.55 |
| | 40103 Apr 18 | utility: water Apr 18 TH | utility: water Apr 18 TH | 109.94 |
| | 40103 Apr 18 | utility: water Apr 18 Library | utility: water Apr 18 TH | 54.97 |
| | 40103 Apr 18 | utility: water Apr 18 CAP | utility: water Apr 18 TH | 18.33 |
| | 43524 Apr 18 | utility: water Apr 18 hydrant meter | utility: water Apr 18 hydrant r | 192.34 |
| | 53814 Mar 18 | utility: water Mar 18 basin @ vaou nawi | utility: water Mar 18 basin @ | 787.91 |
| | 61814 Mar 18 | utility: water Mar 18 basin @ stott park | utility: water Mar 18 basin @ | 926.64 |
| | 6891752458Apr18 | utility: water Apr 18 botanical garden | utility: water Apr 18 botanical | 236.49 |
| | 70212 Apr 18 | utility: water Apr 18 biehn park sprinklers 1 | utility: water Apr 18 biehn pai | 229.63 |
| | 70255 Apr 18 | utility: water Apr 18 stott park restrooms | utility: water Apr 18 stott park | 66.57 |
| | 73212 Apr 18 | utility: water Apr 18 Fire dept | utility: water Apr 18 Fire dept | 247.91 |
| | 79822 Apr 18 | utility: water Apr 18 cemetery | utility: water Apr 18 cemetery | 108.74 |
| | 80212 Apr 18 | utility: water Apr 18 biehn park sprinklers 2 | utility: water Apr 18 biehn pai | 1,123.13 |
| | 80814 Mar 18 | utility: water Mar 18 basin @ guadalupe | utility: water Mar 18 basin @ | 1,329.53 |
| | 83403 Apr 18 | utility: water Apr 18 stott park landscape | utility: water Apr 18 stott park | 264.58 |
| | 86272 Apr 18 | utility: water Apr 18 mini park @ juve's | utility: water Apr 18 mini park | 12.68 |
| | 88103 Apr 18 | utility: water Apr 18 basin @ calle pitaya | utility: water Apr 18 basin @ | 72.07 |
| | 88992 Apr 18 | utility: water Apr 18 irrigation | utility: water Apr 18 irrigation | 98.13 |
| | 98252 Apr 18 | utility: water Apr 18 mercado | utility: water Apr 18 mercado | 813.35 |
| | 98252 Apr 18 | utility: water Apr 18 mercado comm refuse | utility: water Apr 18 mercado | 382.20 |
| | | | Total for Check Number 5201819: | 7,917.58 |
| 5201820 | VERIZON | Verizon Wireless | 05/31/2018 | |
| | 9804782422 | local cell phone service Mar 18 | local cell phone service Mar 1 | 68.94 |
| | 9804782422 | local cell phone service Mar 18 | local cell phone service Mar 1 | 33.54 |
| | 9804782422 | local cell phone service Mar 18 | local cell phone service Mar 1 | 68.94 |
| | 9806631126 | cell phone usage Apr 18 Court (2) | cell phone usage Apr 18 | 68.94 |
| | 9806631126 | cell phone usage Apr 18 Maint (3) | cell phone usage Apr 18 | 102.36 |
| | | | Total for Check Number 5201820: | 342.72 |
| 5201821 | WEX | WEX Bank | 05/31/2018 | |
| | 54164411 | fuel purchases Apr 18 | fuel purchases Apr 18 | 1,175.23 |
| | 54164411 | fuel purchases Apr 18 | fuel purchases Apr 18 | 767.54 |
| | 54164411 | fuel purchases Apr 18 @ 25% | fuel purchases Apr 18 | 33.60 |
| | 54164411 | fuel purchases Apr 18 @ 75% | fuel purchases Apr 18 | 100.80 |
| | 54164411 | rebate Apr 18 | fuel purchases Apr 18 | -6.23 |
| | | | Total for Check Number 5201821: | 2,070.94 |
| | | | Report Total (125 checks): | 401,819.24 |