



**\*\*\*DUE TO COVID-19, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES\*\*\***

**NOTICE OF REGULAR MEETING  
OF THE GUADALUPE TOWN COUNCIL**

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Agendas/Minutes:  
[www.guadalupeaz.org](http://www.guadalupeaz.org)

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

THURSDAY, JUNE 25, 2020  
6:00 P.M.

GUADALUPE TOWN HALL  
9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM  
GUADALUPE, ARIZONA

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, June 25, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

## AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
  - 1. Approval of the June 4, 2020, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
  - 1. PUBLIC HEARING – MEDICAL MARIJUANA DISPENSARY ZONING CODE TEXT AMENDMENT (ORDINANCE NO. O2020.23): Hold a public hearing to receive public input regarding amending the Town of Guadalupe Zoning Code regarding hours of operation for medical marijuana dispensaries. The proposed ordinance would change the current hours of operation for medical marijuana dispensaries from 8:00 AM – 6:00 PM, to align with Arizona Revised Statutes hours of operation for medical marijuana dispensaries as follows:

Per Arizona Revised Statutes, Title 9, Chapter 17, Article 3, Dispensaries and Dispensary Agents, R9-17-310A1 Administration. A dispensary shall: 1. Ensure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 AM. and 10:00 PM. Council may provide direction to the Town Manager / Clerk. *(related to G2)*



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2. **MEDICAL MARIJUANA DISPENSARY ZONING CODE TEXT AMENDMENT (ORDINANCE NO. O2020.23):** Council will consider and may take action to adopt Ordinance No. O2020.23 that amends the Town of Guadalupe Zoning Code to align the hours of operation for medical marijuana dispensaries with Arizona Revised Statutes. Council may provide direction to the Town Manager / Clerk. *(related to G1)*

3. **PUBLIC HEARING – VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY:** Hold a public hearing to receive public input regarding a variance request to allow G.T.L. LLC dba The Mint, Dispensary, 5210 South Avenida del Yaqui, Guadalupe, AZ, authorization to operate 24 hours a day, seven days a week. The Applicant is Raul Molina. The Applicant has requested a continuance to the July 23, 2020, Regular Council Meeting. Council may take action to continue this agenda item to the July 23, 2020, Regular Council Meeting. *(related to G4)*

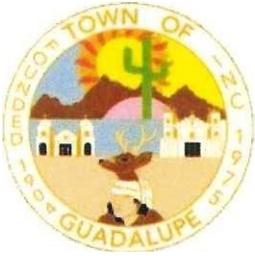
4. **VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY:** Council will consider a variance request to allow G.T.L. LLC dba The Mint, Dispensary, 5210 South Avenida del Yaqui, Guadalupe, AZ to be authorized to operate 24 hours a day, seven days a week. The Applicant is Raul Molina. The Applicant has requested a continuance to the July 23, 2020, Regular Council Meeting. Council may take action to continue this agenda item to the July 23, 2020, Regular Council Meeting. *(related to G3)*

5. **COVID-19 PROCLAMATION REQUIRING FACE COVERINGS IN PUBLIC; AND UPDATE:** Mayor will present the Proclamation requiring face coverings in public effective June 19, 2020 and Council will receive a status report from Town staff regarding current activities of the Guadalupe COVID-19 Response Team to safe guard public health, and up to date virus case numbers provided by Maricopa County Health Services. Council may provide direction to the Town Manager / Clerk.

6. **CROWN CASTLE GROUP, LLC – APPLICATION FOR LICENSE TO USE RIGHT-OF-WAY FOR WIRED TELECOMMUNICATIONS FACILITIES:** Council will consider and may approve a telecommunications services license agreement for Crown Castle Group, LLC pursuant to the Town's ordinance allowing for wired facilities in the right of way. This is the first step in the process for Crown Castle Group, LLC to apply for an individual permit approval for each site location including detailed plans/specifications submittals. This master license agreement request complies with 2019 Town Council adopted ordinances, 2017 State legislation and related Federal Communications Commission rules. Council may provide direction to the Town Manager / Clerk.

7. **MARICOPA COUNTY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (ALTERNATE) APPOINTEE RECOMMENDATION:** Councilmembers will consider making a recommendation to the Maricopa County Board of Supervisors to appoint an elected official to serve as an Alternate representative on the Maricopa County Community Development Advisory Committee. The term of office is July 1, 2020 to June 30, 2022. Council may provide direction to the Town Manager / Clerk.

8. **AMENDMENT NO. 5 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE GUADALUPE COMMUNITY ACTION PROGRAM:** Council will consider and may take action to authorize the Mayor, or designee, to sign Amendment No. 5 to an Intergovernmental Agreement (Contract #C2018-17C) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe. The initial contract term began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town of Guadalupe Community Action Program (CAP). The contract term for Amendment No. 5 is from June 30, 2020 to December 31, 2020, with the County increasing funding for the period by \$5,000 from \$20,000 to \$25,000 to the Town. Approval of Amendment No. 5 authorizes the Mayor, or designee, to sign all necessary documents in furtherance of Amendment No. 5. Council may provide direction to the Town Manager / Clerk.



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9. **AREA AGENCY ON AGING ANNUAL CONTRACT:** Council will consider and may take action to authorize the Mayor, or designee, to sign a contract (C2020-21), authorizing the Area Agency on Aging to provide \$138,872 in funding for congregate meals and home delivered meals, multipurpose center operations, and transportation services for Town of Guadalupe Senior Center services. The contract term is July 1, 2020 – June 30, 2021. Approval of the contract would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this contract. Council may provide direction to the Town Manager / Clerk.

10. **FALL 2020 PRIMARY AND GENERAL ELECTIONS UPDATE:** Council will receive a report from staff regarding the primary and general elections schedule for August 4, 2020 and November 3, 2020 respectively. Council may provide direction to the Town Manager / Clerk.

11. **CLAIMS:** Council will consider and may take action to approve the check register for May 2020, totaling \$419,018.91. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



June 19, 2020

To: The Honorable Mayor and Town Council  
 From: Jeff Kulaga, Town Manager / Clerk  
 RE: June 25, 2020, Town Council Regular Information Report

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

Agenda Items:

D1. JUNE 4, 2020, TOWN COUNCIL REGULAR MEETING MINUTES. (Pages 7-12)

G1. PUBLIC HEARING – G2. MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION (ORDINANCE NO. O2020.23): Steve White, Harvest representative (medical marijuana dispensary), 8121 West Baseline Road, Guadalupe, AZ is requesting Council consideration of a Town Code text amendment to change the hours of operation for medical marijuana dispensaries as follows:

- FROM current: not earlier than 8:00 AM and not later than 6:00 PM (Zoning Ordinance, Article 2, Part III, Section I, Subsection C, Paragraph 5).
- TO proposed: not earlier than 8:00 AM to not later than 10:00 PM.

The request is to align the closing time of medical marijuana dispensaries with state identified hours by extending business operating hours by four hours, from 6:00 PM to 10:00 PM. Presently, both medical marijuana dispensaries operating in Town remain open until 10:00 PM through variances granted by the Town Council. Amending the Code would eliminate the need for dispensary operators to apply for variances to extend business hours of operation. At the May 14, 2020, Regular Council Meeting, Council directed staff to draft a Zoning ordinance amendment that would align medical marijuana dispensary hours of operation with the Arizona Revised Statutes.

Per Arizona Revised Statutes, Title 9, Chapter 17, Article 3, Dispensaries and Dispensary Agents, R9-17-310A1 Administration. A dispensary shall: 1. Ensure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 AM. and 10:00 PM.

Ordinance No. O2020.23 for Council consideration would revise the Town Code to align medical marijuana operation requirements in accordance with Arizona Revised Statutes. (Pages 13 – 25)

G3. PUBLIC HEARING – G4. VARIANCE REQUEST FOR MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION, THE MINT DISPENSARY: The variance request requires a public hearing. G.T.L. LLC (dba The Mint – a medical marijuana dispensary), located at 5210 S. Avenida del Yaqui, has applied for a variance to the Town Zoning Code as it relates to the hours of operation for its' medical marijuana dispensary. The applicant is Raul Molina. The public hearing has been properly posted on site and published in a newspaper of general circulation; and, 7 properties within a 150 foot radius of the applicant's property were also notified via postal mail, as required by the Town of Guadalupe Zoning Ordinance. To date, no public input has been received by the Town administration.

The variance application is attached for your information, review, and action. The applicant is requesting a variance request to operate up to 24 hours a day, seven days a week. Currently, The Mint currently closes for business at 10:00 PM, as approved via variance by the Town Council, initially on June 29, 2017 and recently on March 12, 2020, extended for a four year period, expiring on April 12, 2024.

Per Arizona Revised Statutes, Title 9, Chapter 17, Article 3, Dispensaries and Dispensary Agents, R9-17-310A1 Administration. A dispensary shall: 1. Ensure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 AM. and 10:00 PM.

A review of Variance Request V2020-02 is attached and concludes that the variance request does not provide sufficient evidence to grant a variance. As a result, staff is recommending denial of the request. (Pages 26 – 49)

**G5. COVID-19 PROCLAMATION REQUIRING FACE COVERINGS IN PUBLIC; AND, STAFF UPDATE:** Mayor will present the Proclamation requiring face coverings in public effective June 19, 2020. The face covering proclamation follows the Governor's Executive Order 2020-40, Containing the Spread of COVID-19, June 17, 2020, allowing cities, towns and counties to adopt policies regarding the wearing of face covering for the purpose of mitigating the spread of COVID-19. As a result of Guadalupe's COVID-19 positive case rate at four times the Maricopa County average rate, the Proclamation was enacted by Mayor Molina on June 19, 2020. Additionally staff will present the current activities of the Guadalupe COVID-19 Response Team to safe guard public health, and up to date virus case numbers provided by Maricopa County Health Services. (Pages 50-54)

**G6. CROWN CASTLE GROUP, LLC – APPLICATION FOR LICENSE TO USE RIGHT-OF-WAY FOR WIRED TELECOMMUNICATIONS FACILITIES:** Crown Castle Fiber LLC (Crown Castle) submitted an application to the Town to install and operate wired facilities in the right-of-way (ROW) pursuant to A.R.S. Section 9-581 *et seq.* and Town Code Chapter 16C. Since 1996, Arizona municipalities have been largely preempted by the State Legislature with respect to access to public rights-of-way by telecommunications corporations and fees that may be imposed on telecommunications corporations for use of the rights-of-way. The principal provisions of the proposed license are:

- The license is for wired facilities in the ROW. It does not authorize small wireless facilities on streetlight poles, which is governed by a different statute and are governed by Chapter 16A of the Town Code. Any above-ground facilities (such as pedestals) would have to be approved by the Town Manager.
- Exhibit A is a route map showing the locations of facilities along Avenida del Yaqui and Calle Magdalena.
- Crown Castle will install 4,757 linear feet of trench and fiber filled conduit in the ROW.
- To the extent Crown Castle is providing interstate telecommunications services or dark fiber, it will pay an annual fee of \$2.10 per linear foot of trench in the ROW. If Crown Castle is only providing intrastate services, the Town may only collect transaction privilege taxes. Crown Castle paid an application fee of \$2,500.
- Licensee has to maintain mapping information when it installs facilities and provide that to the Town in electronic format.
- Licensee is responsible for any environmental contamination it or its contractors may cause.
- The license does not authorize cable television facilities or small cell antennas in the ROW.
- If any facilities are abandoned by Licensee, the Town may require that they be removed or the Town may permit them to stay in place, at its option.
- The term of the license is 5 years.
- The license may be revoked for violation of its terms, except that there is a 60 day cure period.
- If the Town requires it for a public purpose, Licensee must relocate its facilities in the ROW at its cost.

(Pages 55-83)

**G7. COMMUNITY DEVELOPMENT ADVISORY COMMITTEE APPOINTEE RECOMMENDATIONS (CDAC):** At the June 11, 2020, Regular Council Meeting, Councilmembers voted to recommend that Vice Mayor Vital continue to serve on the County Development Advisory Committee as a primary representative; and, that the item be continued until the June 25, 2020, Regular Council Meeting to make a recommendation for the position of Alternate appointee.

The CDAC recommends Community Development Block Grant (CDBG) project funding and oversight of the Maricopa County Urban County CDBG Program. The governing body of each participating municipality in Maricopa Urban County may choose two elected officials, a primary representative and an alternate. The appointee recommendations are forwarded to the Maricopa County Board of Supervisors for consideration. The Maricopa County Board of Supervisors make appointments to the CDAC. The CDAC meets the second Wednesday of each month at 6:30 PM; and, the term of office is July 1, 2020 to June 30, 2022. Currently, Vice Mayor Vital and Councilmember Sánchez serve on the CDAC. (Page 84)

**G8. AMENDMENT NO. 5 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE GUADALUPE COMMUNITY ACTION PROGRAM:** Staff recommends approval of Amendment No. 5 to an Intergovernmental Agreement (Contract #C2018-17C) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe. The initial contract term began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town of Guadalupe Community Action Program (CAP). The contract term for Amendment No. 5 is from June 30, 2020 to December 31, 2020, with the County increasing funding for the period by \$5,000 from \$20,000 to \$25,000 to the Town. Town Council, on May 14, 2020, approved Amendment No. 4 of this IGA which continued the partnership from July 1, 2020 to December 31, 2020. (Pages 85-86)

**G9. AREA AGENCY ON AGING ANNUAL CONTRACT:** This contract (C2020-21) authorizes the Area Agency on Aging to provide Senior Center congregate meals, home delivered meals, multipurpose center operations, and transportation services to Town residents. The contract term is July 1, 2020 – June 30, 2021; and the contract amount is \$138,782. This annual term and amount is consistent with previous years. The Area Agency on Aging amount represents 57% of Senior Center annual revenues. This contractual amount offsets Senior Center expenditures and reduces the Senior Center dependence on General Fund resources. A General Fund transfer of \$97,075 provides the remainder of Senior Center operational finding. (Pages 87-155)

**G10. FALL 2020 PRIMARY AND GENERAL ELECTIONS UPDATE:** Council will receive a report from staff regarding the Primary and General elections schedule for August 4, 2020 and November 3, 2020 respectively. The Mercado MPR Room will be a voting site for both elections with early voting for the August 4, 2020 Primary Election beginning on July 22, 2020 through August 3, 2020. During that time, the MPR Room will also serve as a ballot drop off location. Town staff is coordinating all election scheduling and logistics with Maricopa County Elections Department. The attached information will be placed on the Town website. In addition, County Elections has provided social media copy which will be publish on Town social media platforms. (Pages 156-162)

**G11. CLAIMS:** For Council consideration, the check register for May 2020, totaling \$419,018.91, is attached. (Pages 163-179)



# Minutes Town Council Regular Meeting June 4, 2020

Valerie Molina  
Mayor

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, June 4, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

Ricardo Vital  
Vice Mayor

A. CALL TO ORDER  
Mayor Molina called the meeting to order at 6:00 p.m.

Mary Bravo  
Councilmember

B. ROLL CALL  
Councilmembers Present: Mayor Valerie Molina. Vice Mayor Ricardo Vital and councilmembers: Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, and Councilmember Joe Sánchez participated via video conference.

Anita Cota  
Councilmember

Councilmember Absent: Councilmember Elvira Osuna

Gloria Cota  
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, David Ledyard – Town Attorney (*participated via video conference*)

Elvira Osuna  
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE  
Mayor Molina offered a moment of silence in respect to COVID19 victims, healthcare workers and also for peace in our country during a time of civil unrest. Mayor Molina then led the Pledge of Allegiance.

Joe Sánchez  
Councilmember

D. APPROVAL OF MINUTES  
Motion by Vice Mayor Vital to approve agenda items D1, D2, and D3; second by Councilmember Bravo. Motion passed unanimously by a voice vote 6-0.

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1. Approved the April 23, 2020, Town Council Regular Meeting minutes.
2. Approved the May 7, 2020, Town Council Regular Meeting minutes.
3. Approved the May 14, 2020, Town Council Regular Meeting minutes.

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E. CALL TO THE PUBLIC: No one spoke.

F. MAYOR and COUNCIL PRESENTATIONS  
Mayor Molina read a Proclamation declaring Sunday, June 7, 2020, as Graduation Sunday in the Town of Guadalupe.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. COVID-19 ACTION UPDATE (*item taken out of order*)  
Jeff Kulaga, Town Manager / Clerk, provided an update regarding current steps taken to safe guard public health and safety in response to the Coronavirus (COVID-19) and its impact to Town services. Mr. Kulaga stated that the Town is participating in a wastewater study to determine the volume of COVID-19 within the wastewater stream that comes from the Town of Guadalupe.



Mr. Kulaga introduced Wydale Holmes, City of Tempe Strategic Analyst, who provided an overview of the wastewater study. Ms. Holmes stated that the City of Tempe, in conjunction with Arizona State University (ASU), is conducting a study of City wastewater to determine the level of opioid use in the community. Also, currently underway is a study of Tempe and Guadalupe wastewater to determine levels of COVID-19 within the City of Tempe and the Town of Guadalupe. The data is shared with the Maricopa County Health Department. Educational strategies are developed based upon the data. Ms. Holmes reviewed the COVID-19 data for the Town of Guadalupe. Additional data will be available on Friday, June 5. The data also assists management in making operational recommendations to Council.

Valerie Molina  
Mayor

In response to a question, Ms. Holmes confirmed that the level of positive COVID-19 cases in the Town of Guadalupe is higher than the average rate among other jurisdictions. Mr. Kulaga stated that the science is evolving. It is unclear how the data translates into the number of people that have COVID-19, in Town. The Town has one main wastewater line that discharges into the City of Tempe's wastewater system.

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

In response to a question, Ms. Holmes stated that the City of Tempe and ASU will continue to measure 2-3 wastewater samples per week. The City of Tempe will post the COVID-19 data levels on behalf of the Town of Guadalupe, upon Council authorization to do so. The City of Tempe data is posted on the City's webpage and updated regularly. Drinking water is not part of the testing process.

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

A Councilmember discussed how large gatherings contribute to the spread of COVID-19.

Elvira Osuna  
Councilmember

Mr. Kulaga stated that the Town of Guadalupe is working the Maricopa County health officials throughout this process to determine the COVID-19 infection rate in the Town of Guadalupe. From April 21 – May 31, 87 positive COVID-19 cases have been confirmed in Town. Compared to the rest of Maricopa County (County), the Town has 5 times more cases than the County average. The trend is for the positive number of cases to increase, versus decrease. The recent social gatherings for various holidays may have impacted the findings.

Joe Sánchez  
Councilmember

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Mr. Kulaga then introduced Maricopa County Health Department representative, Dr. Sunenshine, M.D., County Medical Director for Disease Control. Dr. Sunenshine stated that the positive COVID-19 cases in Town are more concentrated than the remainder of the County. There is an approximate 10-day lag time between the time a COVID-19 test is conducted and the results are forthcoming. There was a rapid rise in positive cases in Town on May 25, 2020. At this point, the Town has more than 5 times the number of positive cases than the remainder of the County. The overall positive cases in the County continue to increase as well. The County will be providing the Town with regular data reports so that the Town can follow the number of positive cases as they trend over time, including the number of hospitalizations, per jurisdiction. One of the ways to prevent the spread of COVID-19 is to limit the interaction among large groups of individuals. The number of individuals hospitalized is comparable among all County jurisdictions.

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In response to a question, Dr. Sunenshine stated that all positive cases are reported to the Health Department, per state statute. It is important that individuals that have symptoms of COVID-19 be tested. Testing reveals if an area is having an outbreak or if it is a hotspot where the virus is spreading. With an increase in testing, it is anticipated that the number of positive cases will increase. The State has a database of all test results. ASU is considering implementation of a high sensitivity test that will minimize false test results. There is another test under consideration that allows individuals to receive test results within 20 minutes; however, this test has an approximate 25% negative test result for individuals that would otherwise test positive. It can take up to 14 days for a person to become infected and test positive. Isolating infected individuals is key to slowing the spread of the virus. The County is working with the Town to provide alternative housing options in situations where individuals that live in households with a large number of people come into contact with individuals that have tested positive for COVID-19.



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Dr. Sunenshine discussed the nasal swab test and how it is determined if someone is infected with the virus. Individuals that test positive are asked to isolate themselves for at least 10 days. ASU has developed a saliva test. There is a finger stick test that determines if an individual has been infected with the virus, but does not indicate if the individual is currently infected. It is possible to infect others, even if an individual exhibits no symptoms of the virus.

Councilmembers and Dr. Sunenshine discussed how the Council would like the status of the Towns' virus rate to be conveyed to the public. Councilmembers suggested that if the experts would classify Guadalupe as a hotspot, then that is the term that should be used to convey the status of the virus in Town.

Mr. Kulaga stated that the Town is working with Maricopa County Health, Pascua Yaqui Tribe, and ASU representatives to compile a COVID-19 Response Team. The goal is to provide wrap around services to reduce the spread of the virus, provide resources, assist in recovery, and inform and educate. ASU will be providing testing opportunities and will be coordinating home testing; resource needs will be assessed for homebound individuals; food boxes and hygiene supplies will be provided; temporary housing accommodations and transportation will be provided to those who test positive and cannot properly isolate; a resource e-mail and phone number has been established for local residents; and, the County is providing data updates, tailored educational materials for Guadalupe, and test supplies. Two contracted Town employees will act as liaisons for this process.

Mr. Kulaga reviewed the COVID-19 incident command structure organizational chart. The goal is to reduce the virus infection rate. The sharing of resources and expertise is key to improving the collective health of Guadalupe community members. AKOS will be providing free virus testing next Thursday – Saturday.

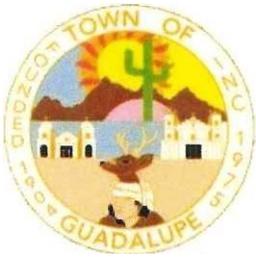
A Councilmember noted that the County provided the Town with 6,000 masks which will be distributed during the upcoming virus testing events. Volunteers are needed. PYT has prepared signage for community members to refrain from visiting certain households. There is also a social media campaign to encourage community members to get tested. An additional 2,000 surgical masks and gloves have been donated from the United Nations. Care packages can be delivered to community members upon request.

Mr. Kulaga noted that virus testing is available on a first come, first serve basis. No pre-registration is required. A Councilmember noted that the testing will be in the Mercado multi-purpose room. No drive-through testing is available at this time.

In response to a question regarding quarantine accommodations being made available for members of the household that are healthy versus those needing quarantine, Mr. Kulaga stated that there are existing agreements in place and at this time, no hotels in Town are offering quarantine accommodations. There may also be a need for childcare resources. Ms. Holmes discussed a website that provides virus prevention safety measures in various languages, including Spanish. Dr. Sunenshine stated that the County also works with families to educate them on taking measures to reduce the infection rate within a home where someone has tested positive.

A Councilmember discussed the possibility of including educational information regarding COVID-19 in the water bills. Dr. Sunenshine added that there is also bilingual information on the County website that is available in Spanish. An effort is underway to provide materials to Guadalupe community members that is culturally appropriate.

A Councilmember noted that the infection rate data will be available on the Town's website, along with community testing information.



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**1. TENTATIVE BUDGET ADOPTION**

Jeff Kulaga, Town Manager / Clerk, stated that on May 14, 2020, staff presented the proposed tentative budget to Councilmembers. From the time the agenda was distributed, additional revenues for FY21 have been identified and realized. The recommended tentative budget total is now \$9,444,200, due to revenue increases of \$761,282, AZ Cares funding; and, an increase of \$338,788 in state shared revenue, urban revenue, and vehicle license taxes. This increased revenues to the General Fund by slightly over \$1 million. Based on that, the Town is recommending an expenditure of \$125,000 for COVID-19 Response Team funding; and, \$25,000 in building inspection services. Based on these updated revenues, the General Fund revenues total \$5,346,719; and, use of \$318,481 in General Fund reserve revenues to balance the FY budget. Due to the revenue increase use of General Fund reserve funds decreases by more than \$1,000,000. Instead of allocating 26% of the General Fund revenues to balance the budget, only 6% is needed.

Because of the recent unanticipated increase in revenues, the Town is able to increase services by funding a COVID-19 Response Team; and, decreasing its dependence on General Fund reserves. \$1,067,211 will remain in reserves for the upcoming fiscal year, barring any unforeseen circumstances. Staff will compile this information in preparation for the final budget adoption which is scheduled for June 25, 2020.

Also impacted was the Highway User Revenue Fund (HURF) which increased by \$133,547, with no additional HURF expenditures recommended. HURF expenditures are anticipated to total \$613,858.

Grant funding expenditure capacity is also included in the budget.

In response to a question regarding partnering with the Pascua Yaqui Tribe (PYT), Mr. Kulaga stated that he has met with representatives from PYT and a funding request has been submitted to PYT. PYT tribal council is in transition and will be reviewing the funding request after the transition has taken place.

Motion by Vice Mayor Vital to approve the tentative budget for FY 2020-21; second by Councilmember Anita Cota. Motion passed unanimously on a voice vote 6-0.

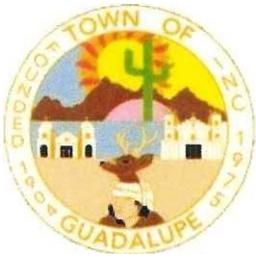
Councilmembers adopted the Fiscal Year (FY) 2020-21 Tentative Budget and set the time and date of 6:00 P.M., June 25, 2020, for the public hearing for final adoption of the Town of Guadalupe FY 2020-21 budget. The FY 2020-21 tentative budget totals \$9,444,200 which includes funding for a general fund budget of \$5,346,719; \$2,203,163 for enterprise and special funds; \$287,350 for debt service; and, a \$1,489,828 grant fund.

**2. CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2020.19)**

Jeff Kulaga, Town Manager / Clerk, stated that designating a Chief Fiscal Officer is a formality. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2021 Expenditure Limitation Report to the Auditor General. Historically, the Town Manager has been designated as the Chief Fiscal Officer.

Motion by Vice Mayor Vital to approve agenda item G2; second by Councilmember Bravo. Motion passed unanimously on a voice vote 6-0.

Councilmembers adopted RESOLUTION NO. R2020.19 designating the Town Manager/Clerk as the Chief Fiscal Officer. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2021 Expenditure Limitation Report to the Auditor General.



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Agendas/Minutes:  
[www.guadalupeaz.org](http://www.guadalupeaz.org)

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

**3. MARICOPA COUNTY LIBRARY DISTRICT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2020.20)**

Jeff Kulaga, Town Manager / Clerk, stated that the current intergovernmental agreement (IGA) with the Maricopa County Library District (County) expires June 30, 2020. The initial agreement with the County to provide library services to the Town began in 2000. The expiration date of the proposed IGA is June 30, 2025, with the option to renew for 4 consecutive five-year terms. The library would continue to occupy its existing space. The annual rent fee is zero; however, the County pays for applicable utility fees which are approximately \$15,000 annually. Staff recommends approval of the IGA.

In response to a question, Mr. Kulaga stated that the Town insures the building and some of the equipment; and, the County also insures their portion of the equipment.

**Motion by Councilmember Anita Cota to approve agenda item G3; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 6-0.**

Councilmembers adopted RESOLUTION NO. R2020.20, authorizing the Mayor, or designee, to enter into an Intergovernmental Agreement (IGA) (C2020-18) with the Maricopa County Library District to provide public library services, specialized programs. The expiration date of the IGA is June 30, 2025, unless terminated sooner. Adoption of the resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

**4. INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE (RESOLUTION NO. R2020.21)**

Jeff Kulaga, Town Manager / Clerk, stated that in order for the Town to receive \$26,216 in Community Block Grant funding for COVID-19 related needs, an intergovernmental agreement is required. Funding would be used to provide food distribution, meals for seniors, and quarantine accommodations.

**Motion by Councilmember Anita Cota to approve agenda item G4; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 6-0.**

Councilmembers adopted RESOLUTION NO. R2020.21, authorizing the Mayor, or designee, to enter into an Intergovernmental Agreement (IGA) (C2020-19) with Maricopa County administered by its Human Services Department to provide \$26,216 in Community Development Block Grant funding to support the essential food distribution, Senior Meals programs and temporary COVID-19 quarantine accommodations. The term of the IGA is July 1, 2020 – July 1, 2021. Adoption of the resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

H. TOWN MANAGERS' COMMENTS – None.

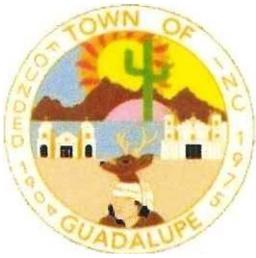
**I. COUNCILMEMBERS' COMMENTS**

Councilmember Sánchez

- o Thanked everyone for staying safe during this crisis.

Councilmember Bravo

- o Thanked community members for being tested for COVID-19; encouraged all community members to get tested; adhere to social distancing; and, no large gatherings.
- o Thanked the Town Manager / Clerk for his work.



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

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Fax: (480)-505-5368

Councilmember Anita Cota

- o Thanked the Mayor and Vice Mayor for their work on creating a COVID-19 Response Team.
- o Congratulated the newly elected Pascua Yaqui Tribal Council.
- o Thanked Councilmember Bravo for initiating a graduation Sunday event.
- o Concerned about weeds in an alley being a fire hazard.

Vice Mayor Vital

- o Thanked the community and staff for participating in the COVID-19 testing last week.
- o Census 2020 is a priority; community participation is important.
- o Congratulated the newly elected Pascua Yaqui Tribal Council.

Mayor Molina

- o June 11, 12, & 13, 2020 – COVID-19 testing at the Mercado in Guadalupe. Everyone is encouraged to get tested. Testing information is available on social media and on the Town marquee. Masks will be provided.
- o Look forward to the continued partnership with the Pascua Yaqui Tribe.
- o Stay safe. The curfew expires at the end of June.
- o Census 2020 – volunteers are needed to assist community members.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Gloria Cota. Motion passed unanimously 6-0.

The meeting was adjourned at 7:33 p.m.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the June 4, 2020, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

\_\_\_\_\_  
Jeff Kulaga, Town Manager / Town Clerk

**ORDINANCE NO. O2020.23**

AN ORDINANCE OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING THE TOWN OF GUADALUPE ZONING ORDINANCE, ARTICLE 2, PART III MEDICAL MARIJUANA, SECTION 1 PURPOSE, USE AND REQUIREMENTS, SUBSECTION C OPERATION REQUIREMENTS TO ALIGN MEDICAL MARIJUANA DISPENSARIES HOURS OF OPERATION TO ALIGN WITH ARIZONA REVISED STATUTES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA:

**ARTICLE 2, PART III MEDICAL MARIJUANA.**

**C. OPERATION REQUIREMENTS:**

(5) The medical marijuana dispensary is limited to the hours of operation ~~not earlier than 8:00 a.m. and not later than 6:00 p.m.~~ IN ACCORDANCE WITH ARIZONA REVISED STATUTES.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 25<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
Valerie Molina, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Ledyard, Town Attorney

## APPLICANT INFORMATION:

Name Steve White

Address 8121 West Baseline Road, Guadalupe, AZ 85283

Phone 480-494-2261 Email Address Steve@Harvestinc.com

## INFORMATION ON PROPOSED AMENDMENT

Section of the Ordinance 2017-02 proposed to be amended: Section 1C – Operation Requirements

Current text: The medical marijuana dispensary is limited to the hours of operation not earlier than 8:00am and not later than 6:00pm

Proposed text: The medical marijuana dispensary is limited to the hours of operation not earlier than 8:00am and not later than 10:00 p.m.

Dear Town Manager Kulaga,

Harvest of Baseline is formally requesting an amendment to Guadalupe Ordinance 2017-02, *Section 1C – Operation Requirements* relating to hours of operation of medical marijuana dispensaries. Harvest of Baseline is seeking to extend the hours of operation, via text amendment, for licensed medical marijuana dispensaries in Guadalupe from 6:00pm to 10:00 pm. We believe this change, which would make Guadalupe code consistent with state law and other surrounding cities, will benefit patients while not adversely affecting public safety.

On November 12, 2018, the Town of Guadalupe graciously approved Harvest’s temporary request to extend our hours of operation from 8:00am to 10:00pm for a two-year period. The purpose of this change will be to ensure all dispensaries in the Town have access to the same operating hours as Harvest via changing the medical marijuana ordinance itself.

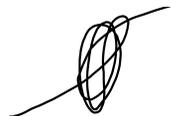
Currently, most cities adjacent to or nearby Baseline allow dispensaries to stay open later than 6:00 pm. Chandler, Glendale, Phoenix and Tempe match state law at 10:00 pm, while Mesa allows dispensaries to stay open until 9:00 pm. Guadalupe residents who work later hours are forced to either rush to make the 6:00 pm deadline or travel to a neighboring jurisdiction, causing Guadalupe to lose out on tax revenue.

Additionally, there has been a significant increase in medical marijuana patients registered with the Arizona Department of Health Services over the last seven years. Extending Guadalupe’s hours will allow more access to dispensaries without increasing the need for additional dispensaries or requiring residents to leave the Town.

We do not believe this change will have an adverse effect on public safety. In fact, when recommending a similar change in May of last year, Phoenix city staff concluded that: “based on the numerous reviews of existing non-profit medical marijuana dispensaries, there are not significant public safety issues or detrimental effects from these establishments, including the ones with extended operating hours.” The Phoenix City Council adopted the change. The City of Tempe also adopted this change in February of this year.

In conclusion, formally extending Guadalupe’s dispensary hours of operation via text amendment is a simple change that will benefit Town residents and will more closely align the Town with its neighbors.

Thank you for your consideration,



Steve White  
CEO, Harvest Health and Recreation, Inc.

# HARVEST

**GUADALUPE, ARIZONA**

RETAIL HOURS EXPANSION PROPOSAL

Improving lives through the goodness of cannabis

# THE FOUNDING SPIRIT

Since day one, we've been focused on improving lives through the goodness of medical marijuana.

That's why everything from our cultivation efforts, to our retail stores, to the brands we create and carry are crafted and curated to deliver an unrivaled experience for our customers.



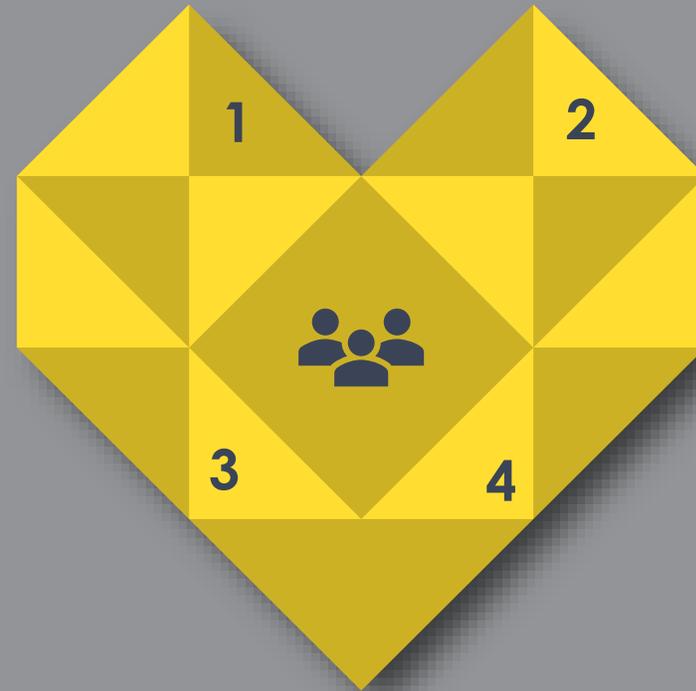
# THE HARVEST WAY

## 1. IMPACTFUL

We impact people in a way that improves their lives and we make a difference in and forge relationships with the Guadalupe Community at large.

## 3. ACCOUNTABLE

We believe the safety and integrity of our products is upheld through accountability to our process and we hold ourselves and one another accountable to the highest standards.



## 2. GENUINE

We are who we say we are, we are principled and ethical. What you see is what you get.

## 4. DEDICATED

We are brave in our pursuit of shaping the cannabis industry.

# CURRENT OPERATIONS

Harvest of Baseline

1821 W. Baseline Road #101

Guadalupe, AZ 85283

Current Hours of Operation until

November 8, 2020

Sunday – Saturday

8:00am – 10:00pm



# PROPOSED CHANGES

- ▶ Text Amendment to extend our operating hours on a permanent basis.
- ▶ Currently, most cities adjacent to or nearby Guadalupe allow dispensaries to stay open until 10:00 pm to match the state law.
- ▶ Completing a text amendment, as opposed to a variance request every two years, will allow for Guadalupe to realize continuous revenue streams during extended hours without an additional administrative burden.

# HOURS OF OPERATION: NEARBY CITIES



- ▶ Closing hours in surrounding cities:
  - ▶ Phoenix: 10:00pm
  - ▶ Chandler: 10:00pm
  - ▶ Glendale: 10:00pm
  - ▶ Tempe: 10:00pm
  - ▶ Mesa: 9:00pm
  - ▶ Scottsdale: 7:00pm\*

\*Harvest of Scottsdale is currently working with the city to expand Scottsdale's hours of operation to 10:00pm

# Safety

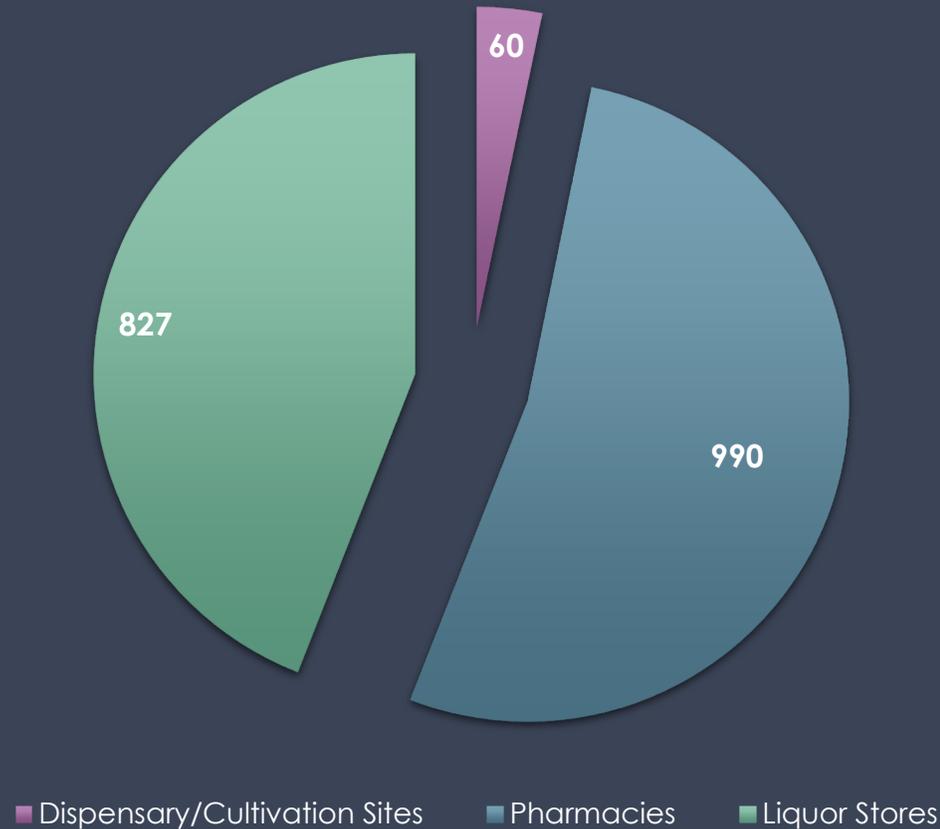
- Safety is a top priority at all Harvest locations, at all times.
- Examples of specific security measures include:
  - 24/7 Electronic Surveillance
  - Secured Entrances
  - Well-lit Facilities
  - Collaboration with local law enforcement



# Crime in Tempe by Business Type

The Tempe Police Department performed a study based on crime within ¼ mile of cannabis dispensaries/cultivation sites, pharmacies, and liquor stores. For the 60 crimes surrounding cannabis operations, there were 827 crimes surrounding liquor stores and 990 crimes surrounding pharmacies/convenience stores.

**Number of crimes by Retail Business Type in Tempe, Arizona**



# City of Phoenix Considerations

The City of Phoenix similarly determined there would be no correlation between extended operating hours and crime rates.

In December 2018, The Phoenix City Council, after thorough review, adopted the staff's recommendation to allow dispensaries to operate until 10:00pm.

"Based on the numerous reviews of existing non-profit medical marijuana dispensaries, there are not significant public-safety issues or detrimental effects from these establishments." - Phoenix City Staff Report for the Planning and Economic Development Subcommittee, October 2, 2018



# Thank You!

Contact:

Lauren Niehaus

Government Relations Specialist

[LNiehaus@HarvestInc.com](mailto:LNiehaus@HarvestInc.com)

303.827.9039

# HARVEST

CASE NO. V2020-02

TOWN OF GUADALUPE  
9241 SOUTH AVENIDA DEL YAQUI  
GUADALUPE, ARIZONA 85283  
480-730-3080

APPLICATION FOR:

- Variance
- Conditional Use
- Zoning Change

Zoning District: \_\_\_\_\_

Fee: \$50.00

Receipt #: \_\_\_\_\_

THE REASON FOR THE REQUEST IS: See 'Exhibit A' (attached) for explanation of the reasons for the request.

THE SUBJECT PROPERTY IS LEGALLY DESCRIBED AS: See 'Exhibit B' (attached) for legal description of subject property.

Parcel 310-10-011N

AND ITS GENERAL LOCATION IS: N S E (W) SIDE OF CALLE Avenida Del Yaqui  
225 FEET N (S) E W OF CALLE Baseline Road AND 310 FEET  
BY 211 FEET TOTALING 62,247 SQ. FEET.

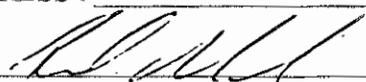
IF REQUESTING REZONING, INDICATE CHANGE: FROM \_\_\_\_\_ TO \_\_\_\_\_

APPLICANT: G.T.L. LLC PHONE NO: (602) 339-7285

ADDRESS: 5210 S Avenida Del Yaqui, Guadalupe, AZ 85283

PROPERTY OWNER: ENC Priest, LLC PHONE NO: (602) 931-3663

ADDRESS: 2640 W Adams St, Phoenix, AZ 85009

	<u>5/8/2020</u>		<u>5/8/2020</u>
APPLICANT'S SIGNATURE	Date	*OWNER'S SIGNATURE	Date

\*The property owner must sign above or submit a letter by owner authorizing the applicant to make the request.

Office Use Only:

PROCEDESSED BY: \_\_\_\_\_ DATE PROCESSED: 5/18/2020

DATE OF COUNCIL MEETING: 6/25/2020  APPROVED  DISSAPPROVED

COMMENTS: \_\_\_\_\_



5210 S. AVENIDA DEL YAQUI  
GUADALUPE, ARIZONA 85283  
WWW.THEMINTDISPENSARY.COM  
480.749.6468

May 8, 2020

Mayor and Members of the Town Council  
Town of Guadalupe  
9241 S. Avenida del Yaqui  
Guadalupe, AZ 85283

**RE: VARIANCE FOR EXTENDED OPERATING HOURS**

G.T.L. LLC (the "Applicant"), is an Arizona Not-for-Profit Limited Liability Company currently operating a Medical Marijuana Dispensary on the real property located at 5210 S Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona, pursuant to and as authorized by, A.R.S. §36-2801 et seq., and Title 9, Chapter 17, Article 1, of the Arizona Administrative Code, and Town of Guadalupe Ordinances 2011-02, 2016-01, and 2017-02.

Background

On June 29, 2017, the Town Council considered Agenda Item 2 (Variance Request V6-17.C, G.T.L. LLC d/b/a The Mint). During the discussion, Council member Vital made a motion seconded by Councilmember Cota that a closing time of 9 p.m. for a period of one year be approved. The Motion carried on a 5-1 vote. David Ledyard, Town Attorney, then presented a paper entitled "Findings and Decision Granted as Modified". Councilmember Vital then made a motion seconded by Councilmember Valenzuela that the findings be approved, and the time of closing be set at 9:00 p.m., seven days a week, and that this variance shall be for one year. The motion carried, and the variance request was granted.

On April 26, 2018, the Town Council held a public hearing and considered an extension of the variance approved by Town Council on June 29, 2017 (Agenda Item G3) and a new variance request to extend the hours of operation an additional two (2) hours, from 9:00 p.m. to 11:00 p.m. (Agenda Item G4). Councilmember Vital made a motion to approve Agenda Item G3, seconded by Councilmember Sanchez, and the motion passed 5-1 on a roll call vote. Councilmember Vital motioned to approve the variance request to extend the hours of operation from 9:00 p.m. to 10:00 p.m. for a two-year timeframe, seconded by Councilmember Cota, and the motion passed 5-1 on a roll call vote.

David Ledyard, Town Attorney, stated that Councilmembers may wish to amend the motions for agenda items G3 and G4 to include that the same findings exist as when the variance was originally approved. Councilmember Vital motioned to amend the motions for agenda items G3 and G4, to include the finding from Town staff to be similar findings for the next two (2) years. The motion was seconded by Councilmember Valenzuela and the motion passed 5-1 on a roll call vote.

On March 12, 2020, the Town Council held a public hearing to consider the Applicant's variance request (CU2020-02) for an extension of the previously approved variances described above. At the conclusion of the public hearing, both variance requests were approved unanimously, for a four-year timeframe, expiring April 12, 2024.

### Request

Applicant is requesting a variance to the Town Zoning Code as it relates to the hours of operation for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section I, Subsection C, Paragraph 5, limiting the hours of operation to not earlier than 8:00 AM and not later than 6:00 PM. Applicant is requesting a variance to allow hours of operation, open to the public, up to 24 hours per day, seven days a week.

### Discussion

During the time since the original variance was granted in June 2017, Mint has continued to play a lead role in in strengthening the community. We have proven to be a professionally run business that 1) promotes economic growth; 2) is involved in the community of Guadalupe; and 3) remains committed to ensuring public safety. Additionally, Mint has made several significant contributions to the Town of Guadalupe, including the following:

The Mint continues to have a significant economic impact in the Town of Guadalupe:

- In the past year, the Mint has generated over \$12 million in revenue and has contributed \$500,000 in taxes to the Town of Guadalupe;
- The four (4) additional operating hours have enabled us to contribute 23.1% more in tax contributions to the Town of Guadalupe (totaling a \$73,800 increase);
- The Mint continues to generate new well-paying jobs for the community and currently employs a staff of 70;
- The Mint plans to be prepared for the legalization of recreational marijuana having completed its multi-million dollar remodel. The facility increased to almost 12,000 square feet making it the largest dispensary in Arizona . The remodel increased the showroom to 25 cashier stations and added 23 parking spots. Mint realized an increase of 25-35% in revenue with its new building layout and expects an increase of 7.7% this year if permitted to remain open until 10:00 p.m.
- The Mint projects to add 30-50% in revenue and tax contributions as the industry continues to grow in Arizona.

The Mint has continued its commitment to community involvement and participation:

- The Mint consistently participates in charitable events across the valley and Guadalupe, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe;
- The Mint contributes to holiday food drives with Food City, St. Joe 's, St. Mary's, and McDonald's;
- The Mint participated in four (4) back-to-school supply drives in the Town of Guadalupe;
- The Mint has a record of charitable contributions, including donations to private citizens in need, lockers to the local Guadalupe Boxing Club, supplies and equipment for Home of Guadalupe Church Priest remodel, one hundred turkeys to Guadalupe residents on both Thanksgiving and Christmas, donations of supplies for local cleanup crews, and practice jerseys, balls, and monetary donations for the Guadalupe Little League;
- The Mint contributed to athletic programs around the community, including the Guadalupe Athletics Club, Ricky's Boxing Club for Kids, the "Wrestling Against Drugs" wrestling event, Tempe Guadalupe Little League, and the Tempe Little League All-Stars;
- The Mint supported the DACA Dream Act Coalition for voter registration. They have also been involved in the Guadalupe Car Show N' Shine, and sponsored the Guadalupe Pre-School/Senior Citizen Zoo Days;
- The Mint sponsored the Anti-Marijuana message given by a ventriloquist to elementary students;
- The Mint serves free tacos to patients at the dispensary a few times a month.

The Mint has maintained a solid record of ensuring public safety is a top priority:

- Since the initial variance was passed, there have been zero reported incidents of any kind in or around the dispensary;

### **Conclusion**

Our extended operating hours have improved the quality of life for many patients in Guadalupe and the surrounding community by allowing for greater access to products and services that Mint Dispensary offers. We have earned a positive reputation for providing high-quality products and have quickly become one of the highest-volume dispensaries in the state of Arizona. Because of our professionalism and quality of service Mint has become the dispensary of choice for many patients.

Support for cannabis still holds strong in both the U.S. and the state of Arizona. According to a Pew Research study conducted in October 2017, about six-in-ten (6-in-10) Americans say the use of marijuana should be legalized. In Arizona, a poll conducted in February 2018 by OH Predictive Insights and the Consumer Choice Center, that 62.9% of Arizona voters support legalizing and taxing marijuana like alcohol, with 40.9%, of those voters saying they "strongly support" legalization.

There is significant reason to believe the industry will continue to grow, as such, professionally run dispensaries like The Mint will become even stronger community partners with the cities in which they operate. At least two adult-use recreational marijuana legalization initiatives - including the Smart and Safe Arizona Act - are expected to be on the Arizona ballots in November 2020.

**Recommendation:**

We believe our request should be granted. During the time since the initial variance was granted, we 1) continue to play a lead role in strengthening the community; 2) have proven to be a professionally run business that promotes economic growth; 3) remain a significant sales tax producer; and 4) remain committed to ensuring public safety.

Respectfully,

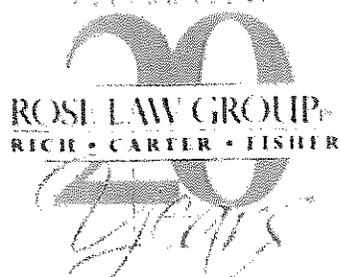
A handwritten signature in black ink, appearing to be the name 'Raul Molina', written in a cursive style.

Raul Molina

From: Logan Elia <LElia@roselawgroup.com>  
Subject: FW: New Matter - Dispensary Opening Hours  
Date: May 6, 2020 at 3:17 PM  
To: Eivan Shahara <es@brihtroot.com>

You should be all good to open 24 hours.

**Logan Elia**



7144 E Stetson Drive, Suite 300  
Scottsdale Arizona 85251  
Direct: 480.505.3932  
Fax: 480.505.3925  
Mobile: 602.692.5960

[roselawgroup.com](http://roselawgroup.com)  
[roselawgroupreporter.com](http://roselawgroupreporter.com)  
[social.roselawgroup.com](http://social.roselawgroup.com)

*RLG is Service*

*Winner "Best places to work in Arizona"*

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**From:** Bacon, Nick <Nick.Bacon@azag.gov>  
**Sent:** Wednesday, May 6, 2020 3:00 PM  
**To:** Logan Elia <LElia@roselawgroup.com>  
**Cc:** LaMagna, Patricia <Patricia.LaMagna@azag.gov>; Rose Reynolds <rreynolds@roselawgroup.com>  
**Subject:** RE: New Matter - Dispensary Opening Hours

Logan,

The Department reads the language in R9-17-310(A) just as it is: at least 30 hours of operation a week, with hours of operation taking place between 7am and 10pm. Nothing in the rules prohibits more than 30 hours per week or hours outside the given range.

Thanks,

I will check with the Department on their interpretation and get back to you. My recollection is that they read that rule as a minimum requirement, but I will check. I think they usually have the opposite request from dispensaries where a city wants to restrict its hours, so I don't know the answer off the top of my head.

I'll let you know when I find out.

Best,  
Nick

Sent from my iPad

On May 6, 2020, at 2:02 PM, Logan Elia <[LElia@roselawgroup.com](mailto:LElia@roselawgroup.com)> wrote:

Nick and Patricia,

I represent The Mint Dispensary in Guadalupe. The Town of Guadalupe requested The Mint to extend its operating hours to at least midnight and consider staying open 24 hours. I reviewed the rules on this. I understand that a dispensary shall "[e]nsure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 7:00 a.m. and 10:00 p.m." R9-17-310. The way I read that rule, it requires that dispensaries be open at least at least 30 hours weekly between the hours of 7:00 a.m. and 10:00 p.m. But it does not prohibit dispensaries from being open more than 30 hours weekly. Nor does it prohibit a dispensary from being open outside of those hours. Does DHS have any issue with The Mint Dispensary expanding its operating hours? If The Mint Dispensary decides it wants to be open longer, would it need to file anything with DHS to amend its hours of operation before it files to renew its dispensary registration certificate? If DHS does not agree with my interpretation of the rule – or if my research missed some relevant authority – can we schedule a call to discuss?

Thanks.

**Logan Elia**

<image001.png>  
7144 E Stetson Drive, Suite 300  
Scottsdale Arizona 85251  
Direct: 480.505.3932  
Fax: 480.505.3925  
Mobile: 602.692.5960

[roselawgroup.com](http://roselawgroup.com)  
[roselawgroupreporter.com](http://roselawgroupreporter.com)  
[social.roselawgroup.com](http://social.roselawgroup.com)

**OWNERSHIP LIST**

Parcel Number, Name, and Mailing Address of all parcel owners within 150' radius of applicant's property:

- 1) 301-07-005P  
CIRCLE K STORES INC  
PO BOX 52085  
PHOENIX, AZ 85072-2085
- 2) 301-07-005T  
CIRCLE K STORES INC  
PO BOX 52085  
PHOENIX, AZ 85072-2085
- 3) 301-07-325  
MCRT TEMPE 2 LLC  
152 W 57TH ST  
NEW YORK, NY 10019
- 4) 301-07-326  
MCRT TEMPE 1 LLC  
152 W 57TH ST  
NEW YORK, NY 10019
- 5) 301-10-011B  
WOODMANSEE WILLIAM  
R/BEVELY TR  
12841 S 46TH ST  
PHOENIX, AZ 85044
- 6) 301-10-011F  
BASELINE COMMERCE LLC  
1130 W WARNER RD BLDG B  
TEMPE, AZ 85284
- 7) 301-10-011L  
CHEESEBURGER LLC  
3544 VIA LOS COLORADOS  
LAFAYETTE, CA 94549
- 8) 301-10-011Q  
GURKIRPA HOTEL GROUP LLC  
2633 E INDIAN SCHOOL RD STE 120  
PHOENIX, AZ 85016
- 9) 301-10-175  
TEMPE PHOENIX AIRPORT  
RESORT LLC  
1730 E NORTHERN AVE STE 122  
PHOENIX, AZ 85020

ENC Priest, LLC  
2640 W. Adams St  
Phoenix, Arizona 85009

May 8, 2020

Madam Mayor and Members of the Town Council  
Town of Guadalupe  
9241 S. Avenida del Yaqui  
Guadalupe, Arizona 85283

**RE: Variance Continuation**

Madam Mayor and Members of the Town Council:

As owner of the real property located at 5210 S. Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona; I am compelled to write you today to express my strong support for G.T.L. LLC d/b/a Mint Dispensary, a Medical Marijuana Dispensary operating on my property. Specifically, I encourage the Town Council to approve the variance request permitting hours of operation of 24 hours per day, seven days a week.

Mint has proven to be a professionally run dispensary, serving patients in Guadalupe and beyond. They have made significant economic and social contributions to Guadalupe and the valley. For example, staying open until 10:00pm for the past year has enabled them to contribute 23.1% more in tax contributions to the Town of Guadalupe (totaling a \$73,800 increase). Additionally, the Mint has a record of consistent participation in in charitable events Guadalupe and the valley, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe.

It should also be noted that there have been no major incidents of crime at The Mint as a result of increased operating hours. In fact, increased operating hours has improved the quality of life for many patients in Guadalupe and the valley by allowing patients a larger window of time to access products and services provided by Mint. Their reputation for being professional, providing high-quality products, and being a community partner is well known in the industry. I reiterate my strong support of their efforts operate 24 hours per day, seven days a week. Should you have any questions, please feel free to reach me at the number below.



Eivan Shahara  
(602) 931-3663



5210 S Priest Drive

Page 36  
Search results for 5210 S Priest Dr.





W BASELINE RD

W BASELINE RD

W BASELINE RD

ST DR

S PRIEST DR

S PRIEST DR

S PRIEST DR



Show search results for 5210 S Priest Dr.

5210 S Priest Drive

X



415.966.906 / 520.878.971 / Deregister

AVENIDA DEL VALQUI

S PRIEST DR

W BASELINE RD

W BASELINE RD

W BASELINE RD



Assessor Paul D. Petersen  
 Maricopa County Assessor's Office

5210 S PRIEST DR  
 Show search results for 5210 S PRIEST DR



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**EXHIBIT A****Explanation of Reasons for Request**

Applicant is requesting a variance to the Town Zoning Code as it relates to the hours of operation for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section I, Subsection C, Paragraph 5, limiting the hours of operation to not earlier than 8:00 AM and not later than 6:00 PM. Applicant is requesting a variance to allow hours of operation, open to the public, up to 24 hours per day, seven days a week.

**EXHIBIT A****Explanation of Reasons for Request**

Applicant is requesting a variance to the Town Zoning Code as it relates to the hours of operation for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section I, Subsection C, Paragraph 5, limiting the hours of operation to not earlier than 8:00 AM and not later than 6:00 PM. Applicant is requesting a variance to allow hours of operation, open to the public, up to 24 hours per day, seven days a week.

Escrow No.: 39004860-055-KG2

**Legal Description**

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5 SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 271.14 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF THE SAID EAST LINE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 211.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 310.91 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 150.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 58.00 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 61.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 252.91 FEET TO THE POINT OF BEGINNING.

Unofficial Document



5210 S. AVENIDA DEL YAQUI  
GUADALUPE, ARIZONA 85283  
WWW.THEMINTDISPENSARY.COM  
480.749.6468

May 8, 2020

Mayor and Members of the Town Council  
Town of Guadalupe  
9241 S. Avenida del Yaqui  
Guadalupe, AZ 85283

**RE: VARIANCE FOR EXTENDED OPERATING HOURS**

G.T.L. LLC (the "Applicant"), is an Arizona Not-for-Profit Limited Liability Company currently operating a Medical Marijuana Dispensary on the real property located at 5210 S Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona, pursuant to and as authorized by, A.R.S. §36-2801 et seq., and Title 9, Chapter 17, Article 1, of the Arizona Administrative Code, and Town of Guadalupe Ordinances 2011-02, 2016-01, and 2017-02.

**Background**

On June 29, 2017, the Town Council considered Agenda Item 2 (Variance Request V6-17.C, G.T.L. LLC d/b/a The Mint). During the discussion, Council member Vital made a motion seconded by Councilmember Cota that a closing time of 9 p.m. for a period of one year be approved. The Motion carried on a 5-1 vote. David Ledyard, Town Attorney, then presented a paper entitled "Findings and Decision Granted as Modified". Councilmember Vital then made a motion seconded by Councilmember Valenzuela that the findings be approved, and the time of closing be set at 9:00 p.m., seven days a week, and that this variance shall be for one year. The motion carried, and the variance request was granted.

On April 26, 2018, the Town Council held a public hearing and considered an extension of the variance approved by Town Council on June 29, 2017 (Agenda Item G3) and a new variance request to extend the hours of operation an additional two (2) hours, from 9:00 p.m. to 11:00 p.m. (Agenda Item G4). Councilmember Vital made a motion to approve Agenda Item G3, seconded by Councilmember Sanchez, and the motion passed 5-1 on a roll call vote. Councilmember Vital motioned to approve the variance request to extend the hours of operation from 9:00 p.m. to 10:00 p.m. for a two-year timeframe, seconded by Councilmember Cota, and the motion passed 5-1 on a roll call vote.

David Ledyard, Town Attorney, stated that Councilmembers may wish to amend the motions for agenda items G3 and G4 to include that the same findings exist as when the variance was originally approved. Councilmember Vital motioned to amend the motions for agenda items G3 and G4, to include the finding from Town staff to be similar findings for the next two (2) years. The motion was seconded by Councilmember Valenzuela and the motion passed 5-1 on a roll call vote.

On March 12, 2020, the Town Council held a public hearing to consider the Applicant's variance request (CU2020-02) for an extension of the previously approved variances described above. At the conclusion of the public hearing, both variance requests were approved unanimously, for a four-year timeframe, expiring April 12, 2024.

### Request

Applicant is requesting a variance to the Town Zoning Code as it relates to the hours of operation for its' marijuana dispensary as set forth by Town of Guadalupe Zoning Ordinance, Article 2, Part III, Section I, Subsection C, Paragraph 5, limiting the hours of operation to not earlier than 8:00 AM and not later than 6:00 PM. Applicant is requesting a variance to allow hours of operation, open to the public, up to 24 hours per day, seven days a week.

### Discussion

During the time since the original variance was granted in June 2017, Mint has continued to play a lead role in in strengthening the community. We have proven to be a professionally run business that 1) promotes economic growth; 2) is involved in the community of Guadalupe; and 3) remains committed to ensuring public safety. Additionally, Mint has made several significant contributions to the Town of Guadalupe, including the following:

The Mint continues to have a significant economic impact in the Town of Guadalupe:

- In the past year, the Mint has generated over \$12 million in revenue and has contributed \$500,000 in taxes to the Town of Guadalupe;
- The four (4) additional operating hours have enabled us to contribute 23.1% more in tax contributions to the Town of Guadalupe (totaling a \$73,800 increase);
- The Mint continues to generate new well-paying jobs for the community and currently employs a staff of 70;
- The Mint plans to be prepared for the legalization of recreational marijuana having completed its multi-million dollar remodel. The facility increased to almost 12,000 square feet making it the largest dispensary in Arizona . The remodel increased the showroom to 25 cashier stations and added 23 parking spots. Mint realized an increase of 25-35% in revenue with its new building layout and expects an increase of 7.7% this year if permitted to remain open until 10:00 p.m.
- The Mint projects to add 30-50% in revenue and tax contributions as the industry continues to grow in Arizona.

The Mint has continued its commitment to community involvement and participation:

- The Mint consistently participates in charitable events across the valley and Guadalupe, including events for the Zoe Foundation, Food City, Cannatainment, St. Xavier and the Town of Guadalupe;
- The Mint contributes to holiday food drives with Food City, St. Joe 's, St. Mary's, and McDonald's;
- The Mint participated in four (4) back-to-school supply drives in the Town of Guadalupe;
- The Mint has a record of charitable contributions, including donations to private citizens in need, lockers to the local Guadalupe Boxing Club, supplies and equipment for Home of Guadalupe Church Priest remodel, one hundred turkeys to Guadalupe residents on both Thanksgiving and Christmas, donations of supplies for local cleanup crews, and practice jerseys, balls, and monetary donations for the Guadalupe Little League;
- The Mint contributed to athletic programs around the community, including the Guadalupe Athletics Club, Ricky's Boxing Club for Kids, the "Wrestling Against Drugs" wrestling event, Tempe Guadalupe Little League, and the Tempe Little League All-Stars;
- The Mint supported the DACA Dream Act Coalition for voter registration. They have also been involved in the Guadalupe Car Show N' Shine, and sponsored the Guadalupe Pre-School/Senior Citizen Zoo Days;
- The Mint sponsored the Anti-Marijuana message given by a ventriloquist to elementary students;
- The Mint serves free tacos to patients at the dispensary a few times a month.

The Mint has maintained a solid record of ensuring public safety is a top priority:

- Since the initial variance was passed, there have been zero reported incidents of any kind in or around the dispensary;

### **Conclusion**

Our extended operating hours have improved the quality of life for many patients in Guadalupe and the surrounding community by allowing for greater access to products and services that Mint Dispensary offers. We have earned a positive reputation for providing high-quality products and have quickly become one of the highest-volume dispensaries in the state of Arizona. Because of our professionalism and quality of service Mint has become the dispensary of choice for many patients.

Support for cannabis still holds strong in both the U.S. and the state of Arizona. According to a Pew Research study conducted in October 2017, about six-in-ten (6-in-10) Americans say the use of marijuana should be legalized. In Arizona, a poll conducted in February 2018 by OH Predictive Insights and the Consumer Choice Center, that 62.9% of Arizona voters support legalizing and taxing marijuana like alcohol, with 40.9%, of those voters saying they "strongly support" legalization.

There is significant reason to believe the industry will continue to grow, as such, professionally run dispensaries like The Mint will become even stronger community partners with the cities in which they operate. At least two adult-use recreational marijuana legalization initiatives - including the Smart and Safe Arizona Act - are expected to be on the Arizona ballots in November 2020.

**Recommendation:**

We believe our request should be granted. During the time since the initial variance was granted, we 1) continue to play a lead role in strengthening the community; 2) have proven to be a professionally run business that promotes economic growth; 3) remain a significant sales tax producer; and 4) remain committed to ensuring public safety.

Respectfully,

A handwritten signature in black ink, appearing to be 'Raul Molina', written over a horizontal line.

Raul Molina

ENC Priest, LLC  
2640 W. Adams St  
Phoenix, Arizona 85009

May 8, 2020

Madam Mayor and Members of the Town Council  
Town of Guadalupe  
9241 S. Avenida del Yaqui  
Guadalupe, Arizona 85283

**RE: Variance Continuation**

Madam Mayor and Members of the Town Council:

As owner of the real property located at 5210 S. Avenida Del Yaqui (Parcel No. 301-10-011N), in Guadalupe, Arizona; I am compelled to write you today to express my strong support for G.T.L. LLC d/b/a Mint Dispensary, a Medical Marijuana Dispensary operating on my property. Specifically, I encourage the Town Council to approve the variance request permitting hours of operation of 24 hours per day, seven days a week.

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Eivan Shahara  
(602) 931-3663

**FAITH, LEDYARD & FAITH, PLC**

*Attorneys at Law*  
919 North Dysart Road, Suite F  
Avondale, Arizona 85323

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www.faithlaw.com

*Established 1979*

**ATTORNEYS**

*Paul J. Faith\**  
*David E. Ledyard*  
*Michael P. Faith*  
*Barry M. Aylstock*  
*Christine M. Faith*  
*Edwin "Ted" R. Ashton*  
*Jason S. Treguboff*  
*Thomas R. Atkins*

**PARALEGALS**

*Debbie L. Malone, ACP*  
*Rene Schmidt*  
*Terry Valles*  
*Samantha M. Colantonio, CP*

*\*Certified Real Estate Specialist*

**MEMORANDUM**

**TO:** Jeff Kulaga, Town Manager  
**FROM:** David E. Ledyard, Town Attorney  
**DATE:** June 15, 2020  
**RE:** Variance Request V2020-02  
Applicant: G.T.L., LLC, d/b/a "The Mint"

I have reviewed the Mint's application and note that the entire application is based on economics, i.e. the amount of money the Mint has made, the amount of money the Mint has paid in sales tax to the Town, the Mint's donation of money to the Town and Community, the Mint's expectation that if its variance is granted to increase its operating hours up to 24 hours a day, 7 days a week, its revenues will increase.

The Town Code of Ordinances re-numbered as 154.031(B) under the recent re-codification (previously the Town of Guadalupe Zoning Ordinance Article 2 Part III Medical Marijuana Section 1 Purpose Use and Requirements Subsection C Operation Requirements under the prior code) has the following requirements:

- B. A variance shall not be authorized unless the Town Council shall find upon sufficient evidence that
  - 1. There are special circumstances or conditions applying to the property, including its size, shape, topography, location or surroundings, the strict application of which will deprive such property of privileges enjoyed by other properties in the same district.
  - 2. The special circumstances were not created by the owner or the applicant.
  - 3. Authorizing the application will not be materially detrimental to the persons residing or working in the vicinity nor constitute the granting of special privileges inconsistent with the limitations of adjacent property, neighborhood or public welfare.

A.R.S. § 9.462.06(H)(2) says a board of adjustment may not grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

In the application presented there is nothing to state that the strict application of the zoning ordinance would deprive the applicant of privileges enjoyed by similar properties in the same district. In fact, a competing dispensary two blocks away operates under the same ordinance.

In this case the applicant has admitted they want to increase their hours to make more money. In *Pawn 1<sup>st</sup> LLC v. City of Phoenix* 242 Ariz. 547, 399 P.3d 94 (2017) the Arizona Supreme Court stated an inability to put the property to a more profitable use or a loss of an economic advantage is not sufficient to constitute an undue hardship to justify a variance.

As noted in the application this applicant was before the Town Council on March 12, 2020, where the Town Council approved the extension of its existing variance which allows operation until 10:00 p.m., 7 days per week for a four-year term. The minutes of the meeting indicate that the Council accepted the findings in the original variances. Those findings included the facts the hours in the ordinance made it difficult for some patients to get to the dispensary. In addition, the Council approved a drive-up window.

The previous variances were granted to allow medical marijuana patients to have better access to their medication. Further the previous extension, with the exception of the drive-up window simply granted an extension of the existing variance, it did not extend the daily hours of operation beyond what was approved in the previous variance. There is nothing in the application to explain why this applicant is again before the Town Council in less than three months with yet another request to extend their hours. Likewise, there is nothing in the application to indicate how many Town residents would be likely to need their medical marijuana after 10:00 p.m.

If the majority of the Council wanted to extend the hours there needs to be some testimony at the hearing either by the applicant or by the questioning of the applicant that this additional time extension has some public purpose other than simply making money for the Town and the applicants, on the other hand if the Council does not believe the extension is warranted they would vote no finding that the applicant has not met the requirements of the Town Code.

GOVERNOR DOUGLAS A. DUCEY

# STATE OF ARIZONA

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# EXECUTIVE ORDER

## Executive Order 2020-40

### Containing the Spread of COVID-19 Continuing Arizona Mitigation Efforts

**WHEREAS**, on March 11, 2020, pursuant to A.R.S. §§ 26-303 and 36-787, a declaration of Public Health State of Emergency was issued due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19; and

**WHEREAS**, on March 30, 2020, the Director of the Arizona Department of Health Services (ADHS), based on an epidemiological assessment of Arizona specific data and in alignment with the Centers for Disease Control and Prevention (CDC) guidance, recommended the State implement enhanced mitigation strategies which are continuing; and

**WHEREAS**, on May 12, 2020, Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, was issued outlining requirements for businesses to assist in mitigating the spread of COVID-19 as they reopened and mandated that businesses adopt policies consistent with guidance from the CDC and the ADHS; and

**WHEREAS**, since that time, many individuals and businesses have demonstrated great responsibility in taking precautions when out in public to mitigate the spread of COVID-19 while attending to their daily activities and needs; and

**WHEREAS**, on or about June 12, 2020, a study was published that demonstrated the effectiveness of face coverings in preventing the transmission of COVID-19; and

**WHEREAS**, due to the availability of Personal Protective Equipment (PPE) and efforts taken to increase capacity in our hospitals and intensive care units, Arizona continues to be prepared to face the potential for an increase in patients needing treatment for COVID-19; and

**WHEREAS**, increased diagnostic and serology testing has accelerated in Arizona in partnership with private labs and the universities; and

**WHEREAS**, as of June 17, 2020, there have been 40,924 diagnosed cases of COVID-19 in Arizona including 1,239 deaths, and the State is seeing an increase in the number of cases and hospitalizations; and

**WHEREAS**, the local health departments have the primary responsibility for ensuring case investigation and contact tracing of communicable diseases within their jurisdiction to identify the cause of the increased number of cases; and

**WHEREAS**, the Arizona Department of Health Services has the ability to coordinate statewide activities to assist with case investigations and contact tracing using the resources available to the State; and

**WHEREAS**, the increased community spread has demonstrated the need for a consistent, statewide system for case investigation and contact tracing; and

**WHEREAS**, the increased case numbers and hospitalizations also necessitate the need for an increased focus on precautionary measures by both businesses and individuals; and

**WHEREAS**, the CDC and the ADHS continue to update their guidance for prevention and mitigation of COVID-19 with additional information to help individuals make decisions about going out while preventing and mitigating the spread of the virus; and

**WHEREAS**, pursuant to A.R.S. § 36-787(A), during a State of Emergency declared by the Governor, ADHS has primary jurisdiction, responsibility and authority for:

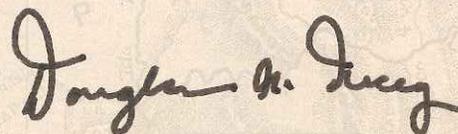
1. Planning and executing public health emergency assessment, mitigation, preparedness response and recovery of the State;
2. Coordinating public health emergency response among State, local and tribal authorities;
3. Collaborating with relevant federal government authorities, elected officials or other states, private organizations and private sector companies; and
4. Coordinating recovery operations and mitigation initiatives subsequent to public health emergencies.

**NOW, THEREFORE**, I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of the State, including but not limited to A.R.S. §§ 26-303 and 36-787, and after consultation with the Director of ADHS, do hereby order that effective June 18, 2020 at 12:00 a.m.:

1. The ADHS shall implement a consistent, statewide system for case investigation and contact tracing and manage these public health activities on behalf of the State. All local health departments shall follow the protocols of the statewide system until the ADHS has determined that adequate infrastructure and resources to support ongoing case investigation and contact tracing at the local level are available.
2. The Adjutant General shall have the authority to mobilize and call to activate all or such part of the Arizona National Guard as is determined necessary and appropriate to assist the ADHS in authorized contact tracing activities under this order.
3. Businesses shall assist in efforts to “Contain the Spread,” by updating and enforcing written policies in accordance with Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, that adopt guidance from the CDC, Department of Labor, Occupational Safety and Health Administration (OSHA) and ADHS to limit and mitigate the spread of COVID-19. This provision shall be enforced by law enforcement and regulatory agencies that have jurisdiction over the business as prescribed in paragraph 5.
4. Notwithstanding directives in Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, regarding A.R.S. § 26-307, a county, city or town may, based on conditions in its

4. Notwithstanding directives in Executive Order 2020-36, *Stay Healthy, Return Smarter, Return Stronger*, regarding A.R.S. § 26-307, a county, city or town may, based on conditions in its jurisdiction, adopt policies regarding the wearing of face coverings in public for the purpose of mitigating the spread of COVID-19. Any enforcement of such a policy shall focus first on educating and working to promote best practices to accomplish the goal of mitigation. An individual shall be notified of the provisions of this order or any policy adopted by a county, city or town and given an opportunity to comply prior to any enforcement action being taken.
5. Arizonans continue to act responsibly during this public health emergency. The intent of this Executive Order is to ensure that the State of Arizona continues to mitigate the spread of COVID-19 to the greatest extent possible. All law enforcement and regulatory agencies that have enforcement authority under existing law should focus first on educating and working to promote best practices to accomplish this goal. Upon an initial violation, notice of the provisions of this order and the associated guidance from ADHS shall be provided and an opportunity to comply shall be offered.
6. If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.
7. This order shall remain in place until further notice, and shall be considered for repeal or revision at least every two weeks following issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.



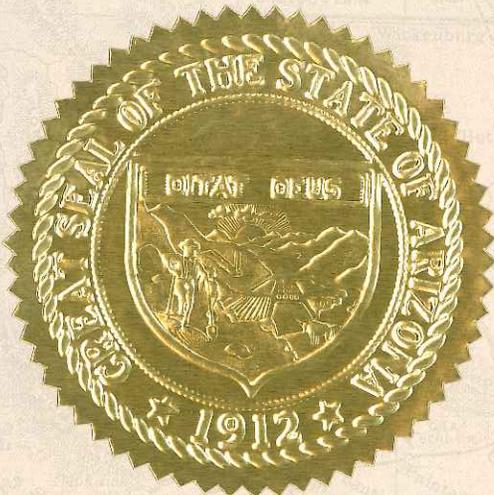
GOVERNOR

**DONE** at the Capitol in Phoenix on this seventeenth day of June in the year Two Thousand and Twenty and of the Independence of the United States of America the Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State





## **PROCLAMATION and CONTINUED DECLARATION OF EMERGENCY**

### **COVID-19 – REQUIRING FACE COVERINGS IN PUBLIC**

WHEREAS, on January 31, 2020, Secretary Alex Azar of the United States Department of Health and Human Services, declared a public health emergency to address the 2019 novel coronavirus (COVID-19); and

WHEREAS, on March 11, 2020, the Governor of the State of Arizona issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19; and

WHEREAS, on March 19, 2020, the Mayor of Guadalupe Arizona issued a proclamation declaring a COVID-19 local emergency in the Town of Guadalupe to address COVID-19; in accordance with Town Code of Ordinances, Chapter 2, Mayor and Council, Section 2-2-4 Powers and Duties of the Mayor; and

WHEREAS, on May 12, 2020, the Governor of Arizona issued Executive Order 2020-36 allowing for the gradual opening of businesses with his “Stay Healthy, Return Smarter, Return Stronger” initiative; and

WHEREAS, on June 16, 2020, the Town of Maricopa County number of COVID-19 cases per 100,000 population was 1975.6, four times the number for Maricopa County (as reported by the Maricopa County Public Health 495.7 cases per 100,000); and

WHEREAS, there is no vaccine, treatment or cure for COVID-19; without vaccine, treatment, or cure individuals must together prevent exposure to COVID-19; and

WHEREAS, on June 17, 2020, the Governor issued Executive Order 2020-40 allowing for a city to adopt policies regarding the wearing of face coverings in public for the purpose of mitigating the spread of COVID-19; and

WHEREAS, COVID-19 continues to pose a serious public health threat for infectious disease spread to Town of Guadalupe residents, particularly Elders and those with underlying health conditions, if proper precautions recommended by public health officials are not followed; and

WHEREAS, it is necessary and appropriate to take action to ensure the spread of COVID- 19 is controlled and that the residents of the Town of Guadalupe remain safe and healthy.

NOW, THEREFORE, I, Mayor Valerie Molina, of the Town of Guadalupe, Arizona, by virtue of the authority vested in me by the Constitution and Laws of the State, specifically A.R.S. §§ 26-311 and Guadalupe Town Code Section 2-2-4 Powers and Duties of the Mayor effective immediately, June 19, 2020, do hereby proclaim:

A local health emergency exists in the Town of Guadalupe, Maricopa County as a result of the COVID-19 pandemic conditions, which impact the life and health of Town of Guadalupe residents, visitors and businesses.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local health emergency all individuals within the jurisdiction of the Town of Guadalupe are required to wear face coverings in all places of public accommodation, if they are or will be in contact with other individuals who are not in their household, AND / OR required in all spaces where it is difficult or impossible to maintain physical distancing. Physical distancing means keeping (6) feet distance between individuals who are not in the same household.

These spaces include but are not limited to grocery stores, markets, dispensaries, restaurants and bars, gyms, youth activity facilities, retail stores, special events, and public transit. Businesses that interact with the public must require employees to wear face coverings. While wearing the face covering, it is essential to maintain physical distance as it is the best defense against the spread of the COVID-19.

A face covering means material that covers the nose and mouth. It can be secured to the head with ties or straps, or wrapped around the lower portion of the face. It can be made from materials such as cotton, silk, or linen, or be a surgical mask. A cloth face covering may be made or sewn by hand, as well as improvised from household items such as a bandana, scarf, t-shirt, sweatshirt or towel. A face covering shall be worn per guidance provided by the Centers for Disease Control and Prevention.

A place of public accommodation means facilities, establishments, accommodations, services, commodities, or use offered to or for use by the general public, including public places where food or beverages are offered for sale, public places operated for temporary lodging, use or accommodation of those seeking health or recreation, and all establishments offering such goods or facilities, and entities soliciting patronage from the general public, except for religious organizations.

Exceptions for face coverings will be made under the following circumstances:

- For those who fall into the Centers for Disease Control and Prevention's guidance for those who should not wear face coverings due to a medical or mental health condition or developmental disability.
- For children under 6 years old.
- For people whose religious beliefs prevent them from wearing a face covering.
- For restaurant patrons while they are eating or drinking. If a patron is not seated at their table, a face covering is required.
- For individuals exercising outdoors, or while walking or exercising with other people from the same household, as long as physical distancing from others is maintained. For individuals congregating outdoors with other people not in their same household, face coverings are required when physical distancing is not maintained.
- In settings where it is not practical or feasible to wear a face covering, including when obtaining or rendering goods or services, such as the receipt of dental services, medical treatments or while swimming.
- When a person is in a personal or work office or vehicle (or similar space) where others are not present as long as the public does not regularly visit the space.
- For public safety employees and/or emergency responders and/or field employees engaged in essential functions, when wearing the face covering would interfere with or limit their ability to carry out their duties or functions.
- For individuals complying with the directions of public safety employees.

In compliance with Executive Order No. 2020-40, enforcement of this proclamation shall focus first on education and providing guidance issued by the Arizona Department of Health Services, in order to promote the health and safety of Guadalupe residents and further mitigate the spread of COVID-19. Individuals shall be notified and be given an opportunity to comply with the proclamation before any enforcement action is taken to enforce this order under ARS § 26-317 (a class 1 misdemeanor).

Private businesses and venues shall enforce this proclamation by asking any person failing to comply with the emergency proclamation to leave their premises. By allowing people / patrons to remain on the premise without a face covering, as described herein, is violation of this emergency proclamation. A continued failure to comply with an emergency proclamation by a business owner and/or responsible party is a misdemeanor under ARS § 26-317 (a class 1 misdemeanor).

This proclamation shall remain in effect until its declared termination or notice of repeal or revision by the Governor of the State of Arizona per Paragraph 7 of Executive Order 2020-4.

Proclaimed this 19th day of June, 2020

Valerie Molina  
Mayor Town of Guadalupe, Arizona

TOWN OF GUADALUPE, ARIZONA TELECOMMUNICATIONS SERVICES LICENSE ISSUED TO  
CROWN CASTLE FIBER LLC

THIS LICENSE (“License”) is issued this \_\_\_ day of \_\_\_\_\_, 20\_\_ by the Town of Guadalupe, Arizona (“Town”), an Arizona municipal corporation, to Crown Castle Fiber LLC, a New York Limited Liability Company (“Licensee”), (Town and Licensee are collectively the “Parties”).

**RECITALS**

- A. Licensee has applied to the Town for permission to construct, install, operate, maintain and use the Public Highways in the Town in order to provide Telecommunications Services; and
- B. Licensee has obtained a Certificate of Convenience and Necessity from the Arizona Corporation Commission to provide services within Arizona and is a Telecommunications Corporation; and
- C. By the authority conferred by A.R.S. §§ 9-581 through 9-583, the Town is authorized to grant this License; and
- D. Licensee has agreed to comply with the terms and conditions of the Guadalupe Town Code Chapter 16C related to telecommunications licenses and Article 8-5 of this code related to construction in the rights-of-way in the Town; and
- E. The Town Council is authorized to execute a license with Licensee to construct, install, operate, maintain and use Facilities over and under certain Public Highways within the Town to provide Telecommunications Services.

**AGREEMENT**

The Town grants Licensee a License on the following terms and conditions:

**SECTION 1. Definitions.**

For the purpose of this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. If there is a conflict between these definitions and those listed in the Guadalupe Town Code Chapter 16C the definitions in the Guadalupe Town Code Chapter 16C prevail and control.

“*ACC*” means the Arizona Corporation Commission.

“*Affiliate*” means an entity which now or in the future, owns or controls, is owned or controlled by, or is under common control or ownership with Crown Castle Fiber LLC.

“*Annual Fee Payment*” means the fee set forth in Section 4.3.

“*A.R.S.*” means Arizona Revised Statutes, as amended from time to time.

“*Cable Services*” and “*Cable System*” shall have the same meaning as defined in Chapter 16 of the Guadalupe Town Code.

“*Effective Date*” means the date in the introductory paragraph.

“*Town Council*” means the Council of the Town of Guadalupe, Arizona.

“*Commercial Mobile Radio Services*” means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code Section 157.

“*Dark Fiber*” means fiber optic strands that Licensee has laid or installed, but is not currently being used in fiber-optic communications.

“*Environmental Laws*” means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq. or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. or any other applicable federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements.

“*Facilities*” means the plant, equipment, and property used in the provision of telecommunications services and not owned by the Town, including but not limited to wires, pipe, conduits, pedestals, antennas, and other appurtenances placed under the public highways and not owned by the Town and used in the provision of telecommunication services. The term does not include wireless facilities as that term is defined in A.R.S. §9-591 or video services as defined in A.R.S. §9-1401.

“*FCC*” means the Federal Communications Commission.

“*Hazardous Substances*” means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

“*In-Kind Payments*” means facilities and/or services provided or to be provided by Licensee in lieu of all or a portion of the fees imposed by Town for the use of the Public Highway, as described in Exhibit C.

“*Interstate Telecommunications Services*” means Telecommunications Services provided between users in Arizona and users outside of Arizona.

“*License*” means this non-exclusive authorization granted by the Town to construct, operate, maintain, reconstruct, repair and remove the Facilities.

“*New Use Areas*” means areas in which the Facilities are expanded beyond the Use Areas after issuance of a permit by the Town Engineer pursuant to Section 5.6. After approval, New Use Areas may be referred to as Use Areas.

“*Proprietary Information*” shall have the meaning prescribed in Section 8.6.

“*Provider*” means a Telecommunications Corporation that constructs, installs, operates or maintains telecommunications facilities or interstate telecommunications services in the Highway.

“*Public Highway*” mean all roads, streets and alleys and all other dedicated public rights-of-way and public utility easements of the Town.

“*System Route Map*” means the map showing the locations of the Facilities in the Use Areas pursuant to Section 2.2, as may be amended by Town Engineer approval of permits for New Use Areas.

“*Telecommunications*” means the transmission or the exchange of information by electronic and electrical means over a significant distance, between or among points specified by the provider or user. The term does not include commercial mobile radio services, pay phone services, wireless services, cable services or video services.

“*Telecommunications Corporation*” means any public service corporation to the extent that it provides Telecommunications Services in the State of Arizona.

“*Telecommunications Services*” means the offering of telecommunications for a fee directly to the public, or to such users as to be effectively available directly to the public, regardless of the facilities used.

“*Term*” mean the term of this Agreement as set forth in Section 10.

“*Use Areas*” means the initial locations of the Facilities as set forth on the System Route Map.

“*User Contracts*” means the contracts Licensee enters into with third parties to use the Facilities pursuant to Section 2.7.

“*Video Services*” and “*Video System*” shall have the same meaning as defined in A.R.S. §9-1401.

## SECTION 2. Permission Granted.

- 2.1 Subject to the terms of this License and to Chapter 16C of the Guadalupe Town Code, Arizona Revised Statutes and the Constitution of the State of Arizona, the Town grants to Licensee the nonexclusive revocable license, right and privilege to construct, install, operate, maintain and use Facilities over and under Public Highway to provide Telecommunications Services, within the current and future corporate Town limits of the Town. Fiber optic cables shall only be attached to existing third-party poles. The location of all Facilities shall be as set forth in the permit issued pursuant to Article 8-5 of the Guadalupe Town Code. The permitted use is limited to (i) 4,757 linear feet of new fiber optic cable.
- 2.2 The permission granted by this License is limited to the locations identified in the System Route Map attached to this License as Exhibit A as Use Areas. New Use Areas may be approved upon application for a permit pursuant to Article 8-5 of this code for such new use areas. The applications shall include specific information on the location of the new use areas and the proposed facilities. Upon approval by the Town Manager, the new use areas shall be depicted on the system route map and shall be subject to all terms and conditions of the license and lawful conditions, if any, imposed by the Town.
- 2.3 Any and all rights granted to Licensee shall be subject to the prior and continuing right of Town to use the Public Highway, including the Use Areas. Any and all rights granted to Licensee shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect the Public Highway. Nothing in this License shall be construed to grant, convey, create or vest a perpetual real property interest in land to Licensee.

- 2.3.1 Licensee accepts the risk that there may now or in the future exist in the Use Areas other work and improvements that Town may approve from time to time. Town shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions.
- 2.3.2 Neither Town nor any agent, contractor or employee of Town shall be liable to Licensee, its customers or third parties with User Contracts for any service disruption or for any other harm caused them or the Facilities due to competing uses of the Public Highway.
- 2.4 Licensee shall cause to comply with this License all persons using the Public Highway through or under Licensee or this License pursuant to Section 2.7. Licensee is responsible for any violations of this License by persons using the Public Highway through or under Licensee.
- 256 If it is necessary for the Licensee to comply with any law or regulation of the FCC or the ACC to engage in business activities associated with use of the Public Highway to provide Telecommunications Services, the Licensee shall comply with such laws or regulations as a condition precedent to exercising any rights granted by this License.
- 2.6 To the extent that Licensee occupies the Public Highway solely with empty conduit and/or Dark Fiber and/or uses the Town's Public Highway to provide services other than (a) the telecommunication services as defined by A.R.S. § 9-581, or (b) internet access, such use and/or occupation of the Public Highway is subject to the terms and conditions of this License and any applicable fees, permits and laws.
- 2.7 Licensee may enter into User Contracts with unrelated third parties in the ordinary course of Licensee's business for use of portions of the Facilities. User Contracts shall be subject to all requirements and provisions of this Agreement and the following:
- 2.7.1 No person shall transmit data over the Facilities or otherwise use the Facilities except under a User Contract with Licensee.
- 2.7.2 Such third parties shall not perform any construction maintenance, repair or other work of any description in the Use Areas related to the Facilities. All User Contracts shall prohibit such persons from performing any construction, maintenance, repair or other work of any description in the Use Areas related to the Facilities.
- 2.7.3 Within thirty (30) days after a notice of request by Town, Licensee shall deliver to Town a notice describing the User Contracts. The notice shall state the following: (i) the name of the third party, (ii) the name, title, address, telephone number, and email address of a person with authority to speak for the third party, (iii) the route of the proposed service, (iv) the street address within the Town, if any, where data under the User Contract will be introduced to or received from the Facilities, and (v) the duration of the User Contract and any extension rights.
- 2.8 All signage is prohibited except that Licensee shall install and thereafter maintain all signs and markings that the Facilities and Licensee's activities may make necessary for safe use of the Use Areas by the public, Town, Licensee and other persons who may be at the Use Areas at any time for any reason.

### SECTION 3. Reservation of Powers, Indemnification, Insurance.

- 3.1 The Parties agree if a regulatory body or a court of competent jurisdiction determines by a final, non-appealable order that the Town did not have the authority to issue this License under A.R.S. §§ 9-581 to 9-583, then this License will be considered a revocable permit with a mutual right in either Party to terminate without cause upon giving ninety (90) days written notice to the other Party. The requirements and conditions of such revocable permit will be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and the right of termination. If this License should be considered a revocable permit, the Licensee acknowledges the authority of the Town to issue and terminate revocable permits.
- 3.2 The Town reserves every right and power which is required to be reserved or is provided by any ordinance or the laws of the State of Arizona, and the Licensee, by its acceptance of this License, agrees to be bound thereby and to comply with any action or requirements of the Town in its exercise of such rights or power, whenever enacted or established, except those actions or requirements which have been found to be unlawful under state or federal law. Neither the granting of this License, nor any of its provisions, constitute a waiver or bar to the exercise of any governmental right, privilege, immunity or power of the Town.
- 3.3 Any right or privilege claimed pursuant to this License by Licensee for any use of any Public Highway shall be subordinate to: any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity; any prior lawful occupancy or use thereof by any other person; and to any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this Agreement.
- 3.4 Nothing in this License shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its facilities and/or the Public Highway, and for that purpose to require Licensee, at no expense to the Town, to remove, relocate or abandon in place Licensee's Facilities in order to accommodate the activities of the Town. The Town shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the Public Highway, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town facilities and/or the Public Highway, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.
- 3.5 Licensee acknowledges that it has liability for any and all of its Facilities installed in the Public Highway and for its use of the Public Highway and for its exercise of its rights under this License, except to the extent of intentional acts or gross negligence on the part of the Town. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the Town, or its officials, boards, commissions, agents or employees, individually and collectively, from and against any and all claims arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, omissions of Licensee, its employees, agents, or any tier of contractors or any other person for whose acts, errors, mistakes, or omissions Licensee may be legally liable and from any claims or amounts arising or recovered under workers compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agent, employees or representatives to fulfill Licensee's obligations under this License, whether resolution of the above claim(s) proceeds to judgment or not. The provisions of this Section 3.5 shall survive cancellation, revocation, or termination of this License. This indemnification applies even if the Party seeking damages makes a claim against the Town or brings a claim against the Town based on vicarious liability or non-delegable duty, but shall in no

event apply to the intentional acts or sole negligence on the part of the Town or its officials, boards, commissions, agents or employees, individually or collectively.

- 3.6 Licensee shall comply with the insurance requirements attached to this License as Exhibit B attached hereto and incorporated herein by this reference.

#### SECTION 4. Fees.

- 4.1 The Town shall not levy any tax, rent, fee or charge on Licensee's activities conducted under this License except for such taxes, rents, fees, or other charges as are applied by the Town on a nondiscriminatory basis to the use of the Public Highway for provision of Telecommunications Services under any lawful Town Code or Ordinance.
- 4.2 Licensee shall pay the following to the extent such charges are applied by the Town on a nondiscriminatory basis to use of the Public Highway for provision of Telecommunications Services by telecommunication corporations under any lawful Town Code or Ordinance:
- 4.2.1 Pay a transaction privilege tax authorized by law on the business of providing intrastate telecommunications services on the dates required by Arizona law.
- 4.2.2 Pay a telecommunications license application fee for the issuance of a telecommunications license in compliance with A.R.S. § 9-582 as specified in Chapter 16C of the Guadalupe Town Code. The application fee is Two Thousand Five Hundred and No/Dollars (\$2,500.00) and is payable to the Town within thirty (30) days of the Town's execution of this License.
- 4.2.3 Pay an Annual Fee Payment in the amount set forth in Section 4.3 on each anniversary date of this Agreement for the prior year.
- 4.2.4 Pay Public Highway construction permit fees established by the Town as they become due.
- 4.2.5 Pay all reasonable costs associated with the construction, maintenance and operation of Licensee Facilities in the Public Highway, including reasonable costs associated with damage caused to the Public Highway in compliance with Article 8-5, Paragraph L of the Guadalupe Town Code.
- 4.3 Annual Fee Payment. As applicable, Licensee shall pay an Annual Fee Payment for that portion of the Facilities that provide interstate Telecommunications Services as defined in A.R.S. § 9-583(C)(2). Such payment shall be for that portion of the Facilities that carry interstate traffic between and among Licensee's interstate points of presence exclusive of that portion of the Facilities used by the local network and the portion of the interstate network that carries intrastate calls. The Annual Fee Payment shall be based on the number of linear feet of trench in the Public Highway. The annual fee is \$2.10 per linear foot, which shall be adjusted annually as provided in Town of Guadalupe Resolution No. R2020.13. The Annual Fee Payment shall be offset in accordance with the In-Kind Payment as set forth in Section 5.

- 4.4 Late Fees. Fee Payment is deemed paid only when Town actually receives good cash payment. Should any Fee Payment not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars (\$100), whichever is less. Furthermore, any Fee Payment that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1.5%) per month from the date the amount first came due until paid. Licensee expressly agrees that the foregoing represent fair and reasonable estimates by Town and Licensee of Town's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Fee Payment. Town shall have the right to allocate payments received from Licensee among Licensee's obligations.

#### SECTION 5. In-Kind Fiber And Conduit; Offset To Annual Fee.

The Annual Fee Payment for the initial Use Areas shall be offset in its entirety for the duration of the Term by the value of In-Kind Payments as described on Exhibit C. Pursuant to A.R.S. § 9-582, Paragraph D, upon the expiration or termination of this Agreement, the In-Kind Payment shall become the property of Town, but Licensee shall have no responsibility whatsoever for any maintenance or operation of the In-Kind Payment.

#### SECTION 6. Letter of Credit.

Within ten (10) calendar days after the date of this Agreement, Licensee shall provide to Town a letter of credit as follows:

- 6.1 The amount of the letter of credit shall be Ten Thousand Dollars (\$10,000).
- 6.2 The letter of credit is an additional security deposit for Licensee's performance of all of its obligations under this Agreement.
- 6.3 The letter of credit shall meet the requirements listed on Exhibit D attached hereto.
- 6.4 Licensee shall provide and maintain the letter of credit during the entire term of this Agreement as follows:
- 6.4.1 Licensee shall cause the original letter of credit to be delivered to Town's finance director.
- 6.4.2 Licensee shall pay all costs associated with the letter of credit, regardless of the reason or manner such fees are required.
- 6.4.3 Within fourteen (14) calendar days after Town gives Licensee notice that Town has drawn on the letter of credit, Licensee shall cause the letter of credit to be replenished to its prior amount.
- 6.5 Town may draw on the letter of credit upon any Event of Default, and in the following circumstances whether or not they are an Event of Default:
- 6.5.1 Licensee fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by this agreement.
- 6.5.2 Licensee fails to make monetary payments required under this Agreement.

- 6.5.3 The issuer of the letter of credit fails to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.
- 6.6 Town shall also have such additional rights regarding the letter of credit as may be provided elsewhere in this Agreement.

#### SECTION 7. Records and Locator Service of Facilities.

The Licensee shall comply with A.R.S. §§ 40-360.21 *et seq.* by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a "locate call" as promptly as possible, but in no event later than two working days. A copy of the Licensee's agreement to locate or proof of membership in Arizona Blue Stake Center shall be filed with the Town.

#### SECTION 8. Installation and Operation of the Facilities.

- 8.1 All installations shall meet the applicable standard specifications and requirements of the Town and shall comply with Section 16C-4-2, Paragraph B of the Town Code.
- 8.2 Licensee shall maintain "as-built" drawings of its Facilities located within the Public Highway and shall comply with Section 16C-4-2, Paragraph C of the Town Code.
- 8.3 The authority granted by this License to use the Public Highway does not authorize Licensee's use of the Facilities for the construction, installation or operation of Wireless Facilities, a Cable Television System, a Cable System, or a Video System or authorize the Licensee to operate as a cable operator or video provider as those terms are defined in the Communications Act of 1934, state law, or the Town Code. The authority granted by this License does not authorize the use of the Public Highway for an open video system as defined in the Communications Act of 1996 or as defined or authorized by the FCC. The authority granted by this License is not in lieu of any other license or franchise the Town may require to occupy the Public Highways to provide service other than as authorized under Section 2.
- 8.4 In order for the Town to determine the Licensee's compliance with the terms of this License, within 30 days of a request for disclosure by Town, the Licensee shall provide the documentation reasonably required to confirm compliance with this License, as requested by Town and shall comply with the requirements of Section 16C-4-2, Paragraph F of the Town Code.
- 8.5 If the Facilities or any other Licensee equipment, improvements or activities within the Use Areas present any immediate hazard or impediment to the public, to Town, to other improvements or activities within or without the Use Areas, or to Town's ability to safely and conveniently operate the Public Highway or perform Town's utility, public safety and other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with Town's requests to secure the Use Areas, and otherwise cooperate with Town at no expense to Town to remove any such hazard or impediment. Licensee's work crews shall report to the Use Areas within four (4) hours of any request by Town under this section.
- 8.6 Proprietary information disclosed by Licensee for the purposes of this License shall mean any document or material clearly identified as proprietary ("Proprietary Information"). Such Proprietary Information shall include, but not be limited to, any customer lists, financial information, technical information, or other information clearly identified as confidential

pertaining to services provided to its customers. Proprietary Information does not include this License with the exception of the System Route Map.

- 8.7 Proprietary Information disclosed by Licensee to the Town or its constituent departments shall be regarded as proprietary as to third parties. If the Town receives a request to disclose such Proprietary Information, the Town shall notify Licensee of such request and allow the Licensee a reasonable opportunity to defend its Proprietary Information from disclosure. The foregoing does not apply to any information which is already in the public domain. However, if public domain information is included with Proprietary Information on the same document, the Town shall only disclose those portions within the public domain.
- 8.8 Notwithstanding any provision in this License, the Licensee acknowledges and understands that Town is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121, et seq.).

#### SECTION 9. Licensee Abandonment of the Facilities.

If the Licensee abandons use of its Facilities, or upon cancellation, revocation or termination of the privilege herein granted, Licensee shall notify the Town and shall comply with the requirements of Section 16C-4-2, Paragraph H of the Town Code.

#### SECTION 10. Term of License.

- 10.1 The term of this License is five (5) years from the Effective Date unless sooner revoked or canceled.
- 10.2 At any time prior to the cancellation, revocation or termination of this License, the Licensee may apply to the Town for a renewal of the License in accordance with then-existing state and Town laws.
- 10.3 In any circumstance whereby Licensee would remain in possession or occupancy of the Use Areas or New Use Areas after the expiration of this Agreement, such holding over shall operate as a limited renewal or extension of this Agreement from month to month that may be terminated at any time by Town upon sixty (60) calendar days' notice to Licensee, or by Licensee upon sixty (60) calendar days' notice to Town.

#### SECTION 11. Transfer of License.

- 11.1 This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the Town, which consent shall not be unreasonably withheld or delayed. The new licensee shall be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the new licensee was the original Licensee.
- 11.2 The approval of any change of ownership interest shall include an assignment agreement signed by the new owner, Licensee, and the Town. Subject to confidentiality obligations, the Licensee shall provide Town a copy of the agreement or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by the Licensee. The Licensee shall notify the Town within sixty (60) days of any change in mailing address.

- 11.3 After assignment, the License, including any amendments, shall be binding on the assignee to the full extent that it was binding upon the Licensee.
- 11.4 Nothing in this Section 11 prohibits a pledge, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of Licensee. The Lender may not transfer or change control of the License without submitting the change to the Town for approval. If the lender continues operation on a basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender shall apply to the Town for the right to continue assumption of control or transfer the License. Application for approval of the assumption of control or transfer shall be subject to consent by the Town and shall not be unreasonably denied or upheld. A "Lender" for the purposes of this License does not include a company, person, or corporation or other entities that operate cable television systems or telecommunications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without Town review and approval.
- 11.5 Notwithstanding the foregoing, prior consent shall not be required for transfer to any company which is owned or controlled or under common control and with the same direct parent as Licensee, and which is intended after such transfer to remain under the ownership or control of that parent or an entity under common control or with the same direct parent, provided that, no such transfer shall be valid unless Licensee and the proposed transferee submit a binding agreement and warranty to the Town stating that:
- 11.5.1 The proposed transferee has read, accepts, and agrees to be bound by the License;
- 11.5.2 The proposed transferee assumes all obligations, liabilities and responsibility under the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer shall not permit it to take any position or exercise any right which Licensee could not have exercised; and
- 11.5.3 The transfer will not substantially diminish the financial resources available to the Licensee.
- 11.6 Prior to completing a transfer described in this section, Licensee and the proposed transferee shall submit to the Town a description of the nature of the transfer, and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the License.

## SECTION 12. Nonexclusive License.

This License is not exclusive, and nothing in this License may be construed to prevent the Town from granting other similar Licenses to any others, or to reduce the powers and privileges granted the Town under the Constitution and laws of the State of Arizona.

## SECTION 13. Revocation of License; Penalties.

- 13.1 This License may be revoked prior to expiration if the Licensee fails to comply with any material term or condition of the License or applicable law.

- 13.1.1 Before revoking the License, the Town Manager shall give written notice to Licensee of the basis for revocation and give Licensee 60 days within which to cure.
- 13.1.2 The Town need not provide a 60-day cure period prior to revocation if the Town finds that the defect in performance is due to intentional misconduct, a violation of criminal law or is a part of a series of violations where the Licensee has already had notice and opportunity to cure.
- 13.1.3 If the Licensee requests a hearing before revocation, the Town shall provide a hearing prior to final action on the notice of intent to revoke.
- 13.2 Town may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other Town permits and authorizations until Licensee complies with the terms of the License or the applicable law.
- 13.3 Such remedies are cumulative and may be pursued in the alternative.

#### SECTION 14. Acceptance of License Terms and Conditions.

- 14.1 This License shall not become effective until it has been approved by the Town Council and filed with the Town Clerk. By accepting this License, the Licensee covenants and agrees to perform and be bound by all of the terms and conditions imposed by the Town Charter, the Town Code and this License.
- 14.2 The Licensee acknowledges and accepts the right of the Town to issue a License.
- 14.3 The Licensee has reviewed the Town's ability to grant a License and accepts a License as the Town may now be legally able to grant.
- 14.4 In the event of conflict between the terms and conditions of the License and the terms and conditions on which the Town may grant a license or permission to use the Public Highway as set forth in applicable federal law or Arizona law, then the applicable federal law, Arizona law and Charter shall control.
- 14.5 Nothing in this License waives any of the requirements of the various codes, ordinances and regulations of the Town regarding permits, fees to be paid or manner of construction.

#### SECTION 15. General Conditions.

- 15.1 Any trimming of trees by the Licensee in the Public Highway shall be subject to regulation by the Town to protect the public health, safety and convenience. Prior approval of the Town is required prior to trimming of trees.
- 15.2 In all matters of License administration, the Town has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of noncompliance to exercise any or all of the remedies included in this License and as provided by Arizona law.

- 15.3 The Town has the right to inspect all construction or installation work subject to the provisions of this License and to make any tests it finds necessary to ensure compliance with the terms of this License and other pertinent provisions of law.
- 15.4 The Town shall have the right of intervention in any suit or proceeding involving the License to which Licensee is party, and Licensee shall not oppose that intervention.
- 15.5 Upon request from Town, but no more than annually, Licensee shall provide License information relating to its compliance with this License and/or to Town's or Licensee's rights or obligations under this License. Licensee shall make available to Town the requested reports or records in the formats in which they are customarily prepared by Licensee so long as such reports contain the information necessary to verify compliance. Licensee reserves the right to object to any request made under this Section 15.5 as unnecessary, unreasonable or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Town. The Town shall have the right to inspect all books, records, maps, plans, and other like material which relate to the License at any time during normal business hours. Such records shall be available to Town at Licensee's offices in Maricopa County, Arizona or delivered electronically as may be appropriate. Licensee shall also require its employees, agents, and accountants to give their cooperation and assistance in connection with Town's access to such records.
- 15.6 Licensee shall relocate at no expense to the Town any Facilities or other encroachment installed or maintained in, on or under any public place or Public Highway, as may be necessary to facilitate any government purpose whenever directed to do so by Town. Such relocations shall be accomplished in accordance with the directions from Town and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this License and any applicable issued permits. Within ninety (90) days after service of notice by the Town, Licensee shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other Public Highway to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the Town. Town agrees to cooperate with Licensee to identify alternate locations where available within the Public Highway.
- 15.7 This License does not convey the right to install any of Licensee's Facilities on private property.
- 15.8 Licensee shall comply with all applicable Federal and State of Arizona laws, as well as all Town ordinances, resolutions, rules, and regulations whenever adopted or established as they pertain to the exercise of the rights and duties under this License.

- 15.9 Licensee shall have no recourse against the Town or its officials, boards, commissions, agents or employees for any loss, costs, expense or damage arising out of any provision, requirement or enforcement of the License, or because of defects in issuing the License.
- 15.10 Licensee shall not be relieved of its obligation to comply with any of the provisions of this License by reason of any failure of the Town upon one or more occasions to insist upon or to seek compliance with any License terms and conditions.
- 15.11 The Town reserves every right and power which is required to be reserved or provided by any ordinance, and Licensee, by its acceptance of this License, agrees to be bound thereby and to comply with any action or requirements of the Town in its exercise of those rights or powers, whenever enacted or established. Neither the granting of this License nor any provision of it constitutes a waiver or bar to the exercise of any governmental right or power of the Town. No privilege or exemption is granted under this License except those specifically described.
- 15.12 The Parties understand and agree that the Town's administration of its Public Highway and the use of them by providers of telecommunications services must be administered on a competitively neutral and nondiscriminatory basis. Accordingly, the terms of any agreement with other similarly situated providers shall, taken as a whole, be competitively neutral and nondiscriminatory when compared to this Agreement.
- 15.13 Licensee's representations and warranties made under this License or any permit issued hereunder shall survive termination or revocation.
- 15.14 Licensee and its Contractors shall comply with Environmental Laws. All activities upon or about the Public Highway of Licensee and its contractors shall be subject to the following regarding any Hazardous Substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq. or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. or any other applicable federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances");
- 15.14.1 Licensee and/or its Contractor(s) shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the Public Highway. The prohibitions of the preceding sentence only shall not apply to: (i) ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the Public Highway, and any such materials shall be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery, and (ii) electric backup batteries and other materials that may contain Toxic Substances that are commonly used in the provision of Telecommunications Services.
- 15.14.2 Licensee and/or its Contractor(s) shall dispose of any Toxic Substances away from the Public Highway as required by law and as reasonably required by Town.

15.14.3 Licensee and/or its Contractor(s) shall not use the Public Highway in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this License.

15.14.4 In addition to and without limitation of any other indemnities or obligations, Licensee shall pay, indemnify, defend and hold Town harmless against any loss or liability to the extent incurred by reason of any Toxic Substance on or affecting the portion of the Public Highway used that is attributable to or caused by Licensee, its Contractor(s) or anyone using the Public Highway under this License.

15.14.5 Licensee and/or its Contractor(s) shall promptly notify Town of any Toxic Substance at any time discovered or existing upon the Public Highway. Licensee is not responsible for Toxic Substances that may exist at the Public Highway if Licensee's Contractors and/or any other persons using the Public Highway under this License did not do any of the following: (i) participate in the Toxic Substance coming to the Public Highway, (ii) fail to promptly report any Toxic Substance to Town, or (iii) participate in spreading or otherwise disturbing the Toxic Material. Notwithstanding the above, Licensee shall not be responsible for any Toxic Substance previously existing in the Public Highway unless Licensee, Licensee's Contractors or any other persons using the Public Highway under this License were aware of the presence of the Toxic Material or should have been aware of it through the exercise of reasonable diligence, and then only to the extent Licensee's Contractors and/or any other persons using the Public Highway under this License exacerbate the effects of the Toxic Material or the difficulty or cost of dealing with the Toxic Material.

15.14.6 Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the Public Highway may contain actual or presumed asbestos and other Toxic substances containing materials. Licensee shall not be responsible for Pre-existing Environmental Conditions provided that upon discovery Licensee immediately ceases activity in the Public Highway and notifies the Town.

15.14.7 Within twenty-four (24) hours after any violation by Licensee and/or by its Contractor(s) of this License pertaining to Toxic Substances, Licensee shall give Town notice reporting such violation.

15.15 Town shall have the right, because of a public emergency, to sever, disrupt, remove, tear out, dig up or otherwise damage and/or destroy Facilities of Licensee without any prior notice to Licensee, if the action is deemed necessary by either the Town Manager or Public Works Director as provided by Section xxx-4-2, Paragraph L of the Town Code. In such event, neither the Town nor any agent, Contractor or employee of Town shall be liable to Licensee, its Contractors or its customers or their parties for any harm so caused to them or the Facilities except due to gross negligence or willful misconduct of Town, its agent, contractor or employee.

15.16 Licensee shall pay any legally imposed and applicable Town, county and state transaction privilege and use tax. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to Section 4.2.1. Licensee consents to the disclosure of any and all information

reported on Licensee's transaction privilege tax returns by authorizing and allowing the Town's tax collector to release such information to the Town Manager. Nothing in this section is intended to alter, modify, expand, or diminish in any way nor grant permission or acquiescence to otherwise increase or allow any special taxes or assessments to be imposed upon Licensee, unless the same are statutorily imposed on all similarly situated parties pursuant to applicable law.

- 15.17 It is mutually understood and agreed that this License shall be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this License or any provision thereof shall be instituted only in the state or federal courts located within Maricopa County, Arizona.
- 15.18 The issuance of a license, permit or other authorization by the Town is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.
- 15.19 Licensee certifies that it is not currently engaged in, and agrees for the duration of this License that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 15.20 LICENSEE ACKNOWLEDGES AND AGREES THAT TOWN DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS PUBLIC HIGHWAY OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY TOWN PUBLIC HIGHWAY.
- 15.21 The indemnities of Licensee hereunder shall survive termination of this License.
- 15.22 Licensee acknowledges that this License is subject to cancellation by the Town pursuant to the provisions of A.R.S. §38-511, provided that prior to taking any such action to cancel this License, the Town shall first provide Licensee with notice of the facts and circumstances giving rise to such a right of cancellation, and provide Licensee with an opportunity to implement a reasonable cure to address those facts and circumstances.
- 15.23 Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Town Council, or any employee of the Town has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the Town shall have the right to revoke this License without liability.
- 15.24 Any provision in this License that may appear to give the Town the right to direct Licensee or Licensee the right to direct the Town as to the details of accomplishing the work or to exercise a measure of control over the work means only that the party shall follow the wishes of the other party as to the results of the work.
- 15.25 This License will be governed by the laws of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this License shall be instituted only in the courts located within Maricopa County, Arizona.

15.26 All notices, consent or other communication under this License shall be in writing and either delivered in person, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service and addressed as follows:

**To Licensee:**

Crown Castle Fiber LLC  
Attn: Ken Simon, General Counsel  
2000 Corporate Drive  
Canonsburg, PA 15317

**With a Copy to:**

Crown Castle Fiber LLC  
Attn: SCN Contracts Management  
2000 Corporate Drive  
Canonsburg, PA 15317

**For Emergencies: (888)632-0931**

**To Town:**

Town of Guadalupe  
9241 S. Avenida del Yaqui  
Guadalupe, AZ 85283  
ATTN: Town Manager

Notice shall be deemed received at the time it is personally served or, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received unless noted otherwise. Any Party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

15.27 This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth. Licensee agrees that no persons engaged by Licensee are Town employees and that no rights of Town Civil Service, Retirement or Personnel rules accrue to such persons. Licensee shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, unemployment compensation, other benefits, and all related taxes and premiums concerning such persons, and shall save and hold the Town harmless with respect thereto.

15.2 This License, and the exhibits listed below that are either attached and/or on file at the Town and available for inspection, are incorporated by this reference, and constitute the entire agreement between the Town and the Licensee with respect to this License and supersede all prior negotiations, communications, discussions and correspondence,

whether written or oral, concerning this License. No supplement, modification, waiver or amendment of any term of this License shall be binding or effective unless executed in writing by the Parties. No waiver of any provision of this License shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

15.29 Nothing in this License, whether express or implied, is intended to confer any right or remedies on any persons other than the Parties to this License and their respective successors and permitted assigns. Nothing in this License is intended to relieve or discharge any obligation or liability of any person who is not a Party to this License. No person who is not a party to this License has a right of subrogation or action over or against any Party to this License.

15.30 Unless otherwise provided, the terms and provisions of this License shall be construed in accordance with their usual and customary meanings. The Parties waive the application of any rule of law that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) drafted the License. The words "hereof", "herein", "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

15.32 Except as set forth in Section 3.1, if any covenant, condition, term or provision of this License is held to be illegal, invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected.

15.33 Each of the Parties agrees to provide the other Party with any additional documents reasonably requested to fulfill the intent of this License.

15.34 The Parties agree that the recitals are accurate and correct and are incorporated by this reference.

The Parties have executed this License as of the date first set forth above.

Town

Licensee

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

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

---

Town Attorney

Exhibits

Exhibit A	Initial System Route Map
Exhibit B	Insurance Requirements
Exhibit C	In-Kind Payments
Exhibit D	Letter of Credit

Exhibit A – Initial System Route Map

## Exhibit B – Insurance Requirements

A. The Licensee shall carry and maintain for the duration of this License, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Licensee, or its employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence for bodily injury and property damage and, \$2,000,000.00 general aggregate including \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The Town shall be included as an additional insured as their interest may appear under this License under the Licensee's Commercial General Liability insurance policy with respect to the work performed under this License using ISO Additional Insured Endorsements or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits \$1,000,000.00 per claim and aggregate covering the negligent actions of the Licensee in the performance of professional services under this License.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Arizona and Employer's Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

B. The insurance policies shall be primary insurance as respects the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be in excess of the Licensee's insurance and shall not contribute with it.

C. Upon receipt of notice from its insurer(s), the Licensee shall use commercially reasonable efforts to provide the Town with thirty (30) days' prior written notice of Cancellation, except for non-payment of premium in which no more than a 10 day notice shall be provided.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

E. Verification of Coverage. Licensee shall furnish the Town with certificate of insurance and blanket additional insured endorsements evidencing the insurance requirements of Licensee before commencement of the work.

F. Licensee shall have the right to self-insure any or all of the above-required insurance.

G. Licensee's maintenance of insurance as required by this License shall not be construed to limit the liability of Licensee to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy to which the Town is otherwise entitled at law or in equity.

Exhibit C – In-Kind Payments

None

## Exhibit D

## Letter of Credit

## Letter of Credit Standards.

Issued by a commercial bank acceptable to the Town. The bank must meet the following minimum requirements:

- Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
- Licensed lender in the State of Arizona.
- Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors, which shall mean:
  - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
  - S&P: AAA, AA+, AA, AA-, A+ or A
- If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the Town in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the Town within five (5) days of receiving written notice from the Town.

## Letter of Credit Format.

- The Beneficiary must be the Town of Guadalupe.
- The Amount must be ten thousand dollars (\$10,000).
- The Principal must be the Licensee who is a signatory to the License Agreement.
- The Bank Name & Address upon which payment would be drawn must be clearly stated on the face of the document.
- The Text identifying the License agreement must be detailed and reflect the specific agreement number.
- The Expiration Date will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) days prior to any such expiry date issuer notifies the Town of their election not to extend.
- The Presentation of Draft requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a Partial Draft Clause that clearly indicates partial draft draws are permissible.

Initial proposed routes and future  
deployments within all legal limits of the Town  
of Guadalupe ROW



**Legend**

-  Town of Guadalupe
-  Initial Fiber Routes



# CERTIFICATE OF LIABILITY INSURANCE

Page 19 (MM/DD/YYYY)  
06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Federal Insurance Company	<b>NAIC #</b> 20281
<b>INSURED</b> Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057		<b>INSURER B:</b> National Union Fire Insurance Company of P	19445
		<b>INSURER C:</b> Berkshire Hathaway Specialty Insurance Com	22276
		<b>INSURER D:</b> New Hampshire Insurance Company	23841
		<b>INSURER E:</b> AIG Specialty Insurance Company	26883
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W16803080

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

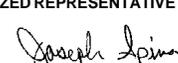
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3605-3335	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6631248	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			47-UMO-303445-05	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 023096097	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>Professional Liability</b>			02-450-95-02	11/19/2019	11/19/2020	Each Claim \$1,000,000 Policy Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: TELECOMMUNICATIONS SERVICES LICENSE (Fiber Installation/ROW) - Site Location: "Various site locations" - Named Insured: Crown Castle Fiber LLC.

Town of Guadalupe is included as an Additional Insured under the General Liability policy as their interest may appear and as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Guadalupe 9241 S Avenida del Yaqui Guadalupe, AZ 85283	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

It is further agreed that such insurance as is afforded shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured if agreed in written contract.

Automobile Liability is Primary and Non-Contributory for owned autos.

The Umbrella Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured if agreed in written contract.

General Liability include a Waiver of Subrogation in favor of the Additional Insured when agreed in written contract prior to the loss, but always subject to the policy terms, conditions and exclusions as permitted by law.

## Entity Name

7/23/19 Edition

24/7 Chesapeake Holdings, LLC	Crown Castle GT Corp.
24/7 Mid-Atlantic Network of Virginia, LLC	Crown Castle GT Holding Sub LLC
24/7 Mid-Atlantic Network, LLC	Crown Castle International Corp.
Access Fiber Group Holdings LLC	Crown Castle International Corp. de Puerto Rico
Access Fiber Group, Inc.	Crown Castle International LLC
AirComm of Avon, L.L.C.	Crown Castle Investment Corp.
Atlantic Coast Communications LLC	Crown Castle Investment II Corp.
CA - CLEC LLC	Crown Castle MM Holding Corp.
CC Castle International LLC	Crown Castle MM Holding LLC
CC Edge LLC	Crown Castle MU LLC
CC Edge Solutions LLC	Crown Castle MUPA LLC
CC Finance LLC	Crown Castle NG Atlantic LLC
CC FN Holdings LLC	Crown Castle NG Central LLC
CC Holdings GS V LLC	Crown Castle NG East LLC
CC Site Acquisitions II LLC	Crown Castle NG Networks LLC
CC Sunesys Fiber Networks LLC	Crown Castle NG West LLC
CC TM PA LLC	Crown Castle Operating Company
CC Towers Guarantor LLC	Crown Castle Operating LLC
CC Towers Holding LLC	Crown Castle Orlando Corp.
CC TS LLC	Crown Castle PR LLC
CCATT Holdings LLC	Crown Castle PR Solutions LLC
CCATT LCC	Crown Castle PT Inc.
CCATT PR LLC	Crown Castle Puerto Rico Corp.
CCGS Holdings Corp.	Crown Castle Services LLC
CCPE Acquisitions LLC	Crown Castle Solutions LLC
CCPR VI Tower Newco LLC	Crown Castle South LLC
CCS & E LLC	Crown Castle TDC LLC
CCT2 Holdings LLC	Crown Castle TLA LLC
CCTM Holdings LLC	Crown Castle Towers 05 LLC
CCTM1 LLC	Crown Castle Towers 06-2 LLC
CCTM2 LLC	Crown Castle Towers 09 LLC
CCTMO LLC	Crown Castle Towers LLC
Chesapeake Fiber, LLC	Crown Castle USA Inc.
Coastal Antennas LLC	Crown Communication LLC
ComSite Venture, Inc.	Crown Communication New York, Inc.
Coverage Plus Antenna Systems LLC	Crown Mobile Systems, Inc.
Cross Connect Solutions, Inc. (PA)	DAS Development Corporation
Crown Atlantic Company LLC	Fiber Technologies Networks, L.L.C. (NY)
Crown Castle AS LLC	Fibernet Direct Florida LLC
Crown Castle Atlantic LLC	Fibernet Direct Holdings LLC
Crown Castle Augusta LLC	Fibernet Direct TEL LLC
Crown Castle BP ATT LLC	Fibernet Direct Texas LLC
Crown Castle CA Corp.	Fibertech Facilities Corp. (NY)
Crown Castle Fiber Holdings Corp. (formerly LTS Group Holdings LLC)	Fibertech Holdings Corp.
Crown Castle Fiber Enterprise LLC (formerly Sunesys Enterprise LLC)	Fibertech Networks, LLC
Crown Castle Fiber LLC f/k/a Lighttower Fiber Networks II, LLC	Freedom Telecommunications, LLC
Crown Castle GS III Corp.	Global Signal Acquisitions II LLC
Crown Castle GT Company LLC	Global Signal Acquisitions III LLC

## Entity Name

7/23/19 Edition

Global Signal Acquisitions IV LLC	P3 OASA-1, LLC
Global Signal Acquisitions LLC	P3 PBA-1, LLC
Global Signal GP LLC	PA - CLEC LLC
Global Signal Holdings III LLC	Pinnacle San Antonio L.L.C.
Global Signal Holdings IV LLC	Pinnacle St. Louis LLC
Global Signal Operating Partnership, L.P.	Pinnacle Towers Acquisition Holdings LLC
Global Signal Services LLC	Pinnacle Towers Acquisition LLC
GoldenState Towers, LLC	Pinnacle Towers Asset Holding LLC
GS Savings Inc.	Pinnacle Towers Canada, Inc.
GSPN Intangibles LLC	Pinnacle Towers III LLC
High Point Management Co. LLC	Pinnacle Towers Limited
ICB Towers, LLC	Pinnacle Towers LLC
InfraSource FI, LLC	Pinnacle Towers V Inc.
InSITE Fiber of Virginia LLC	PR Site Development Corporation
InSITE Solutions LLC	PR TDC Corporation
Interstate Tower Communications LLC	Princeton Ancillary Services II LLC
Intracoastal City Towers LLC	Princeton Ancillary Services III LLC
IX2 Center, LLC	Radio Station WGLD LLC
IX2 Wilshire, LLC	RGP Tower Group, LLC
JBCM Towers LLC	Shaffer & Associates, Inc.
Light Tower Clearinghouse LLC	Sidera Networks UK Limited (UK)
Light Tower Fiber New York, Inc. (NY)	Sidera Networks, Inc.
Light Tower Holdings LLC	Sierra Towers, Inc.
Light Tower Management, Inc.	Sunesys Enterprise LLC n/k/a Crown Castle Fiber Enterprise LLC
Light Tower Metro Fiber LLC	Sunesys of Massachusetts, LLC
Lighttower Fiber Infrastructure Corp.	Sunesys of Virginia, Inc.
Lighttower Fiber Networks I, LLC	Sunesys, LLC
Lighttower Fiber Networks II, LLC n/k/a Crown Castle Fiber LLC	Thunder Towers LLC
LL Q1-18, LLC	Tower Development Corporation
LTS Buyer LLC	Tower Systems LLC
LTS Group Holdings LLC n/k/a Crown Castle Fiber Holdings Corp	Tower Technology Company of Jacksonville LLC
LTS Intermediate Holdings A LLC	Tower Ventures III, LLC
LTS Intermediate Holdings B LLC	TowerOne 2012, LLC
LTS Intermediate Holdings C LLC	TowerOne Allentown 001, LLC
Md7 Capitol One, LLC	TowerOne Bethlehem 001, LLC
Mobile Media California LLC	TowerOne Doylestown, LLC
Mobile Media National LLC	TowerOne East Rockhill 001, LLC
Modeo LLC	TowerOne Marple, LLC
MW Cell REIT 1 LLC	TowerOne Middletown 001, LLC
MW Cell TRS 1 LLC	TowerOne Middletown 002, LLC
NEON Transcom, Inc.	TowerOne Middletown 003, LLC
NewPath Networks Holding LLC	TowerOne North Coventry, LLC
NewPath Networks LLC	TowerOne Partners, LLC
NY - CLEC LLC	TowerOne Richland, LLC
OP 2 LLC	TowerOne Upper Pottsgrove 002, LLC
OP LLC	TowerOne Upper Pottsgrove, LLC
P3 CHB-1, LLC	TowerOne Warminster 001, LLC
P3 Holdings 2014 LLC	TowerOne Warrington 002, LLC

Entity Name 7/23/19 Edition

Towers Finco II LLC	
Towers Finco III LLC	
Towers Finco LLC	
TriStar Investors LLC	
TVHT, LLC	
WA - CLEC LLC	
WCP Wireless Lease Subsidiary, LLC	
WCP Wireless Site Funding LLC	
WCP Wireless Site Holdco LLC	
WCP Wireless Site Non-RE Funding LLC	
WCP Wireless Site Non-RE Holdco LLC	
WCP Wireless Site RE Funding LLC	
WCP Wireless Site RE Holdco LLC	
Wilcon Holdings LLC	
Wilcon Operations LLC	
Wilshire Connection, LLC	
Wilshire Services, LLC	
Wireless Funding, LLC	
Wireless Realty Holdings II, LLC	
Wireless Revenue Properties, LLC	
Yankee Metro Parent, Inc.	



**Maricopa County**  
**Human Services Department**  
Housing and Community Development Division

May 14, 2020

Mayor Valerie Molina  
Town of Guadalupe  
9241 Avenida del Yaqui  
Guadalupe, AZ 85283  
(via email)

**Subject: Official Representation on the Community Development Advisory Committee (CDAC)**

Dear Mayor Molina,

It is time once again to make annual recommendations for participation on the Community Development Advisory Committee ("CDAC"). The term of office is July 1, 2020 to June 30, 2022.

Members of CDAC are appointed by the Maricopa County Board of Supervisors to provide recommendations for Community Development Block Grant (CDBG) project funding and perform oversight of the Maricopa Urban County CDBG Program. CDAC also serves an important role in providing citizen participation mandated by the U.S. Department of Housing and Urban Development (HUD).

The governing body of each participating municipality in Maricopa Urban County may choose two elected officials, a primary representative and an alternate for consideration. The role of the Alternate Representative is to attend meetings in the event the Primary Representative cannot. Attendance by the Primary or Alternate Representative helps to maintain a quorum for the Committee meetings and ensures representation for each Urban County municipality.

CDAC meets monthly, on the second Wednesday at 6:30 p.m., unless there are no action items and the Chairperson chooses not to have a meeting that particular month. Additional meetings occur in January and February for the CDAC to complete the CDBG funding allocation process.

Please notify the Human Services Department, Housing and Community Development Division by Friday, June 19, 2020 of the elected officials (a primary representative and an alternate) that will represent your city and the date of the Council meeting when action was taken to appoint the CDAC representatives.

Notice can be provided to our office via email from your office, the City Manager, or the City Clerk. Our office will then forward the recommendations to the Board of Supervisors for formal action.

Please contact me at (602) 372-1528 or [rachel.milne@maricopa.gov](mailto:rachel.milne@maricopa.gov) if you have questions regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Milne".

Rachel Milne  
Assistant Director

cc: Jeff Kulaga, Town Manager, Town of Guadalupe (via email)  
Nancy Holguin, Community Development Coordinator (via email)

C2018-17C  
AMENDMENT NO. 5 TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
TOWN OF GUADALUPE

- I. Maricopa County ("County"), administered by its Human Services Department, and the Town of Guadalupe ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement") on or about June 30, 2016, for the term of July 1, 2016, through June 30, 2017. The purpose of the Agreement is for the County to provide the Subrecipient with funds for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The County and the Subrecipient are referred to individually as the "Party" or collectively as the "Parties."

The Parties executed Amendment No. 1 on or about June 21, 2017, which extended the Agreement term and provided funding for the period July 1, 2017, through June 30, 2018. The Parties executed Amendment No. 2 on or about June 13, 2018, which extended the Agreement term and provided funding for the period July 1, 2018, through June 30, 2019. The Parties executed Amendment No. 3 on or about June 26, 2019, which extended the Agreement term and provided funding for the period July 1, 2019, through June 30, 2020. The Parties executed Amendment No. 4 on or about June 10, 2020, which extended the Agreement term and provided funding for the period July 1, 2020, through December 31, 2020.

- II. The Parties agree to enter into this Amendment No. 5 to the Agreement to amend the Agreement as follows:
- A. Increase Agreement funding in the amount of \$5,000. The period of availability of funds shall be from July 1, 2020, through December 31, 2020.
  - B. The County shall provide the Subrecipient funds not to exceed \$25,000. The period of availability for these funds shall be from July 1, 2020 through December 31, 2020.
    - i. Funding from the Coronavirus Relief Funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the provision of rental and utility assistance services in the amount of \$19,774 shall be provided within this not to exceed amount.
  - C. For the period Extend the Agreement Termination Date from January 1, 2021, through June 30, 2021.

III. This Amendment No. 5 is subject to and incorporates the provisions of A.R.S. § 38-511.

IV. The foregoing paragraphs contain all the changes made by this Amendment No. 5. All other terms and conditions of the Agreement remain in full force and effect as amended by Amendment Nos. 1, 2, 3, and 4.

- V. The County is empowered by A.R.S. §§ 11-201, 11-251, and 11-952 to enter into this Amendment No. 5 and has delegated to the undersigned the authority to execute this Amendment No. 5 on behalf of the County.
- VI. The Subrecipient is empowered by A.R.S. §§ 9-240, 9-500.11, 11-952, and 46-241, *et seq.* to enter into this Amendment No. 5 and has by resolution delegated to the undersigned the authority to execute this Amendment No. 5 on behalf of the Subrecipient.
- VII. This Amendment No. 5 shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 5:

APPROVED BY:  
SUBRECIPIENT

APPROVED BY:  
MARICOPA COUNTY

\_\_\_\_\_  
Valerie Molina, Mayor                      June 25, 2020

\_\_\_\_\_  
Chairman, Board of Supervisors                      Date

Attested To:

Attested To:

\_\_\_\_\_  
Jeff Kulaga, Town Clerk/Manager June 25, 2020

\_\_\_\_\_  
Fran McCarroll, Clerk of the Board                      Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 5 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE TOWN OF GUADALUPE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 5 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
David E. Ledyard, Town Attorney 6/25/2020

BY: \_\_\_\_\_  
Deputy County Attorney                      Date



MARY LYNN KASUNIC  
PRESIDENT & CEO

May 20, 2020

C2020-20

Jeff Kulaga  
Town of Guadalupe  
9241 South Avenida del Yaqui  
Guadalupe, Arizona 85283

RE: Contract #2021-21-GUA

Dear Mr. Kulaga:

The Area Agency on Aging has approved your organization as a FY 2021 contracted provider. The award for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations, and Transportation is as follows:

Service	FY2021 Award
Congregate Meals	\$69,734
Home-Delivered Meals	\$41,159
Multipurpose Operations	\$12,000
Transportation	\$15,979

Please submit revised budgets by June 1, 2020.

If you have any questions, please contact me or your Contract Specialist.

Sincerely,

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

copy: Lizzie Kazan, Lead Contract Specialist  
Michael Ashton, Contract Specialist  
Central File #2021-21-GUA

1366 EAST THOMAS ROAD  
SUITE 108  
PHOENIX, AZ 85014

PHONE  
(602) 264-2255

TOLL-FREE  
1-888-783-7500

24-HR Senior HELP LINE  
(602) 264-4357  
1-888-264-2258

FAX  
(602) 230-9132

WEBSITE  
[www.aaaphx.org](http://www.aaaphx.org)

E-MAIL  
[answers@aaaphx.org](mailto:answers@aaaphx.org)

COUNCIL ON  
ACCREDITATION



Area Agency on Aging  
ageWorks®

Benefits Assistance

Care Directions®

DOVES®

ElderVention®

Family Caregiver Support

Mosaic® Elder Refugee

Senior HELP LINE

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 8283
480-730-3080 fax: 480-505-5368
EIN: 86-029728

DURATION OF THE CONTRACT, FY 2021: July 1, 2020 and shall end June 30, 2021

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO
Programmatic Authority: Lizzie Kazan, Lead Contract Specialist
Daily Contacts: Michael Ashton, Contract Specialist

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

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Veronica Matuz, Town of Guadalupe Senior Center, 9401 S. Avenida del Yaqui, Guadalupe, AZ 85283.

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

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

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING,
REGION ONE, INCORPORATED

TOWN OF GUADALUPE

Signature and Date

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

Signature and Date

Jeff Kulaga, Town Manager

**CONTRACT SUMMARY**  
**FIXED PRICE WITH PRICE ADJUSTMENT**

CONTRACT #: 2021-21-GUA  
 CONTRACTOR: Town of Guadalupe  
 Document **Original Contract**  
 Contract Term July 1, 2020 to June 30, 2021

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

**CONTRACT OPERATING BUDGET**

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

**1.0 DEFINITION OF TERM**

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 “*Award Date*” The date the Contract is executed by Area Agency. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 “*Client Specific Referral*” Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.
- 1.3 “*Department*” The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 “*Effective Date*” The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 “*Equipment*” 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 (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 “*May*” Indicates something that is not mandatory but permissible.
- 1.7 “*Purchase Order*” also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 “*Shall, Must*” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.
- 1.9 “*Should*” Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.
- 1.10 “*Vulnerable adult*” An individual who is eighteen (18) 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. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.
- 1.11 “*Additional Insured*” Specifically includes all agencies and requirements as identified in Section 26.4.3.
- 1.12 “*Area Agency*” Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.
- 1.13 “*Contract Specialist*” Is the Area Agency staff person who is assigned managerial responsibility for the contract.
- 1.14 “*Scope of Work*” The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.
- 1.15 “*Service Specification*” The Area Agency description of service(s) to be provided pursuant of this contract.

**2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 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. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 “This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency.”

**3.0 ASSIGNMENT**

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

**4.0 AUDIT**

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, 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, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. 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.

**5.0 AUTHORIZATION FOR SERVICES**

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

**6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.**

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor will conduct A Central Registry Background Check (*Exhibit A*) using the Area Agency contract number **CTR048037** and 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:

6.2.1 Any person who applies for a contract with Area Agency and that person’s employees;

6.2.2 All employees of a contractor;

6.2.3 A subcontractor of a contractor and the subcontractor’s employees; and

6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.3 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.

- 6.3.1 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.
- 6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are 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.
- 6.4 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 (*Exhibit B*) if the certification states:
- 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 6.4.2 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.
- 6.5 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.
- 6.6 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.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>.
- 6.7.1 In the Document Center “Filter by Category “Select Aging” and click on “Search”. This will produce the following result:

1. Document Number AAA-1344A

## **7.0 CERTIFICATION OF COST OR PRICING DATA**

By submittal of the offer, the Contractor is certifying 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 Area Agency shall be adjusted to exclude any significant amounts by which 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 certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

## **8.0 CERTIFICATION REGARDING LOBBYING**

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

## **9.0 CODE OF CONDUCT**

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;
- 9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;
- 9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

**10.0 COMPETITIVE BIDDING**

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract 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 (1) 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.

**11.0 COMPLIANCE WITH APPLICABLE LAWS**

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. 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 any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 11.4 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.
- 11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

**12.0 CONFIDENTIALITY**

- 12.1 The 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 Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

**13.0 CONTRACT TERM AND OPTION TO EXTEND**

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.
- 13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.
- 13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

**14.0 COOPERATION**

14.1 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 Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

**15.0 COOPERATION INVESTIGATION**

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs 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 the Contract with Area Agency.

**16.0 DATA SHARING AGREEMENT**

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

16.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

16.2.1 Document Number J-119-Single (For requests involving a single division or program).

16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

**17.0 EQUIPMENT**

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract 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 form to the Area Agency person designated to receive notices.

17.2 Area Agency 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 under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the 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.

17.4 Upon termination of this Contract, any Equipment purchased 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.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

**18.0 EVALUATION**

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the 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.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

**19.0 E-VERIFY**

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 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.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors 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.

19.4 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 above.

**20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES**

20.1 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. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

**21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 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 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. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

**22.0 FEES AND PROGRAM INCOME**

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

**23.0 FINGERPRINTING**

23.1 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, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to

23.2 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.

23.2.1 “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.

*Exhibit C English*

*Exhibit D Spanish*

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 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 a fingerprint clearance card within seven (7) working days of employment.

23.3.2 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 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.

23.3.3 Federally recognized Indian tribes 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. § 46-321 (as may be amended).

**24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department’s Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

**25.0 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 or direct 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.

**26.0 INDEMNIFICATION AND INSURANCE**

**26.1 Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. 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.

26.2 **Insurance Requirements**

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

26.3 **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 **Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$3,000,000 (ALTCS) / \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the

- Combined Single Limit (CSL) \$1,000,000
1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
  2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
  - Employers' Liability
    - Each Accident \$1,000,000
    - Disease – Each Employee \$1,000,000
    - Disease – Policy Limit \$1,000,000
1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
  2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
  - Annual Aggregate \$2,000,000
1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.” This coverage may be sub-limited to no less than \$500,000.
  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. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3<sup>rd</sup> parties

26.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following

- 26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 26.4.3 Required Agencies:
- Area Agency on Aging, Region One Incorporated
  - State of Arizona and Department of Economic Security
  - Banner University Family Plan
  - UnitedHealthcare Community Plan
  - Mercy Care Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

- 26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 26.6.2 If the social services program 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 for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

## 26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

## 26.10 **Exceptions**

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.

## 27.0 **IT 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to 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 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.

## 28.0 **LEVELS OF SERVICE**

28.1 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.

28.2 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. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 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 itemized service budget and/or budget summary.

## 29.0 **LIMITED ENGLISH PROFICIENCY**

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:

<https://des.az.gov/digital-library/limited-english-proficiency>.

## 30.0 **NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future

### 31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 31.1 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.
- 31.2 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 disability 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.
- 31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
- 31.3.1 "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 o obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)."*

### 32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 32.1 All notices shall reference the contract number.
- 32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:
- 32.2.1 Change of telephone number;
- 32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
- 32.2.3 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
- 32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

### 33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

- 33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
- 33.1.1 ADES Special Terms and Conditions;

- 33.1.2 Uniform Terms and Conditions;
- 33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 33.1.4 Scope of Work;
- 33.1.5 Service Specifications
- 33.1.6 Area Agency Manuals, Policies and Directives
- 33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
- 33.1.8 Exhibits;
- 33.1.9 Documents referenced or included in the Solicitation;

#### **34.0 PANDEMIC CONTRACTUAL PERFORMANCE**

- 34.1 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:
  - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
  - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.
  - 34.1.3 An up to date list of company contacts and organizational chart.
- 34.2 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, Area Agency shall have the following rights:
  - 34.2.1 After the official declaration of a pandemic, Area Agency may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
  - 34.2.2 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.
  - 34.2.3 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).

#### **35.0 PARTICIPATION IN BOYCOTT OF ISRAEL**

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

#### **36.0 PAYMENTS**

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
  - 36.1.1  Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.
  - 36.1.2  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 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.
- 36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue

payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

- 36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.
- 36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.
- 36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.
- 36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 36.4 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 offset the amount or withhold payment up to the amount in dispute or default.
- 36.5 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.
- 36.6 Under no circumstances shall Area Agency make payment to the Contractor:
  - 36.6.1 That exceeds the unit authorized without an amendment to this contract;
  - 36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
  - 36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 36.8 Compensation for Rate or Fixed Price
  - 36.8.1 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.
  - 36.8.2 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.
  - 36.8.3 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.
  - 36.8.4 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.
  - 36.8.5 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. Page 104

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.  
36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 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.

36.9.2 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.

36.9.3 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.

36.9.4 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.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

## **37.0 PAYMENT RECOUPMENT**

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

37.6 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;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

## **38.0 PERSONNEL**

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set

**39.0 PREDECESSOR AND SUCCESSOR CONTRACTS**

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

**40.0 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.

**41.0 RATE ADJUSTMENT**

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated  
Contracts Department  
1366 E Thomas Road, Suite 108  
Phoenix, Arizona, 85014

or

[ContractsDepartment@aaaphx.org](mailto:ContractsDepartment@aaaphx.org)

**42.0 RECORDS**

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. 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;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 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.

42.1.6 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.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 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.

42.2.3 Records which related 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 Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

**43.0 RELATIONSHIP OF PARTIES**

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

43.1 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 Area Agency or other funding source within this contract.

43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

**44.0 REPORTING REQUIREMENTS**

44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10<sup>th</sup>) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10<sup>th</sup>) day following the end of each month may result, at the option of Area Agency, in retention of payment. 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. *Reference Exhibit E.*

44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.

44.3 No later than the forty-fifth (45<sup>th</sup>) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

**45.0 RESPONSIBILITY FOR PAYMENTS 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 Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

**46.0 SUBCONTRACTS**

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 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:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
  2. The certifications required of the subcontractor (if any);
  3. The subcontractor's small business status (if applicable);
  4. The type of goods and/or services to be provided by the subcontractor;
  5. 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
  6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.
- 46.3 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 the request.

#### **47.0 SUBSTANTIAL INTEREST DISCLOSURE**

- 47.1 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.
- 47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

#### **48.0 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.

#### **49.0 SUSPENSION OR DEBARMENT**

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

#### **50.0 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.

#### **51.0 TERMINATION FOR ANY REASON**

- 51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency 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.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 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 or upon receipt of notice of termination of the Contract, whichever is earlier.

**52.0 TERMINATION FOR DEFAULT**

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

**53.0 TRANSFER OF KNOWLEDGE**

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

**54.0 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.

**55.0 UNALLOWABLE COSTS**

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

**56.0 VISITATION, INSPECTION AND COPYING**

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of 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.

**57.0 WARRANTY OF SERVICES**

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. 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, Area Agency 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.

**1.0 DEFINITION OF TERMS**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "*Contract*" means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.
- 1.3 "*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.
- 1.4 "*Contractor*" means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.
- 1.5 "*Days*" means calendar days unless otherwise specified.
- 1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.
- 1.7 "*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.
- 1.8 "*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.
- 1.9 "*Procurement Officer*" means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "*Services*" means the furnishing of labor, time 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.
- 1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

**2.0 CONTRACT INTERPRETATION**

- 2.1 **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.
- 2.2 **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.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 ADES Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions

2.3.8 Exhibits;

2.3.9 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties.** 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.

2.5 **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.

2.6 **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 document and no other understanding either oral or in writing shall be binding.

2.7 **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.

### 3.0 CONTRACT ADMINISTRATION AND OPERATION

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, 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 (5) 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.

3.2 **Non-Discrimination.** 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.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

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

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** 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.

- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
- 3.8 **Ownership of Intellectual Property.** 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 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 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 or designee requesting the issuance of this contract.
- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, 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. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue 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.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *“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.”*
- 3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 4.0 COSTS AND PAYMENTS**
- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona and 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.
- 4.3.3 **Tax Indemnification.** 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, 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 Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State 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 Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

**5.0 CONTRACT CHANGES**

5.1 **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. 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.

5.2 **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 the terms and conditions of this Contract.

5.3 **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.

**6.0 RISK AND LIABILITY**

6.1 **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.

**Indemnification.**

6.2.1 **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 and 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.

6.2.2 **Public Agency Language Only.** 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."

6.2.3 **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.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the 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 State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure.**

6.4.1 Except for payment 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.

6.4.2 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.

6.4.3 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.

6.4.4 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 caused by force majeure.

6.5 **Third Party Antitrust Violations.** The Contractor assigns to 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.

7.0 **WARRANTIES**

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **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:

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to 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.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.
- 7.5 **Compliance With Applicable Laws.** 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.
- 7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1 **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 is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 **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.
- 8.0 **CONTRACTUAL REMEDIES**
- 8.1 **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 the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 **Stop Work Order.**
- 8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by 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.
- 8.2.2 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.
- 8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.
- 8.4 **Nonconforming 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.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 **CONTRACT TERMINATION**

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, 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.

9.2 **Gratuities.** The Area Agency may, by written notice, 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.

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

9.4 **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 interest of Area Agency, without penalty or recourse. 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 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.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in 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.

9.5.2 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 Area Agency on demand.

9.5.3 The 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 Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in

accordance with the requirements of the Contract, up to the date of termination, as projected in the termination notice. Page 116

**10.0 CONTRACT CLAIMS**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11.0 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).

**CONTRACTOR SPECIFIC TERMS**  
***Subcontract Provisions for ALTCS Funded Service Programs***

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

1. Definitions
  - a. ALTCS shall mean Arizona Long Term Care System
  - b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
  - c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.
2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.
3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)
4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)
5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)
6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.
7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)
8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)
9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]
10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.
11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.

12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.
22. Records Retention
  - a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent

and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.

- b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
- c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
  - 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
  - 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
  - 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
- d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)

- 23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
- 24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.
- 25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.
- 26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]
- 27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.
- 28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

**16.0 CONGREGATE MEALS****16.1 Purpose Statement**

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

**16.2 Service Description**

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

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

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

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

**16.3 Service Requirements – The Contractor shall provide:****16.3.1 Menu Planning**

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
  - a) A dietitian or other individual meeting the requirements in Section 17.4;
  - b) Meal participants; and
  - c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
  - a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
  - b) Plan menus considering the availability of foods during seasons when they are most plentiful.
  - c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
  - d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
    - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
    - ii. Plan the menu with a majority (≥ 80%) as hot meals.
    - iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s 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 using the menu.
  - a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.

**16.3.2 Meal Preparation and Service**

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.

2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
  - b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
  - c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
  - d) All substitutions shall be documented on the approved menu for site review.
3. 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.
4. 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.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. 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 and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located 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. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) 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 is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States 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. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.

- 8. Require that every participant is given the Nutrition Screening Checklist initially and annually thereafter.
  - a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 Social Interaction

- 1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
- 2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 Site Monitoring

- 1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
- 2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
- 3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 Licensure/Certification Requirements

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

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

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

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 Reporting Unit

16.5.1 One (1) unit of service equals one (1) meal.

## CONGREGATE MEALS

### 1. SERVICE DESCRIPTION

- a. To provide for delivery of congregate meals.

### 2. STAFFING REQUIREMENTS

- a. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
  1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
  2. Document staff certification and training in personnel files.
  3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

### 3. CLIENT CONTRIBUTION POLICIES

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

### 4. REPORTING REQUIREMENTS

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

- a. All congregate meal operations must be conducted using the Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
  - i. program reports completed by the 5<sup>th</sup> of each month.
  - ii. financial statement completed by the 10<sup>th</sup> of each month.

### 5. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal served to a client.

**22.0 HOME DELIVERED MEALS****22.1 Purpose Statement**

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

**22.2 Service Description**

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

22.2.2 Home Delivered Meals is a case-managed service.

22.2.3 Provide older adults, in their home or place of residence, with nutritious meals that meet one-third (1/3) of the Dietary Reference Intakes.

22.2.4 Provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

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

22.2.6 The service also provides for the opportunity for socialization.

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

**22.3 Service Requirements – The Contractor shall provide:****22.3.1 Menu Planning**

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six (6) or more week menu that will be rotated throughout the period.
2. Maintain menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.

22.3.2 Utilize a mechanism to solicit the advice and expertise of:

1. Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM)
2. Meal participants; and
3. Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.

22.3.3 Compose menus in English as well as the dominant language or languages of the participant group for each site.

22.3.4 Incorporate ethnic and cultural preferences of participants when planning menus.

1. Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
2. Plan menus considering the availability of foods during seasons when they are most plentiful.
3. Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
4. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
  - a) Each meal must contain a specified number of calories as defined in DAAS policies and procedures;
  - b) Plan the menu with a majority (≥ 80%) as hot meals; and
  - c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s 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 using the menu.
  - d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.
6. Annually review food service expenditures in order to further cost-effective management.
7. Develop and implement an emergency plan to be used when the meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on

hand for implementation.

## 22.3.5

Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five (5) days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
  - e) Prepare or arrange for preparation and service of meals and adhere to approved menus as written:
    - i. Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans;
    - ii. Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1; and
    - iii. All substitutions shall be documented on the approved menu for site review.
  - f) 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.
  - g) Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.
  - h) 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.
  - i) Provide menus to eligible client at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
  - j) Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
  - k) Document the number of meals provided each month at each location.
  - l) Review food service expenditures annually in order to further cost-effective management of expenses.
  - m) Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
  - n) Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, as may be amended.

## 22.3.6

Delivery Requirements

1. Package and deliver meals in a safe and sanitary manner.
2. Meals are to be hand-delivered directly to the eligible client unless an exception has been made and is documented in the client's case file.
3. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one (1) week in advance.
4. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
5. Maintain record/log of the number of meals delivered each month to each individual.
6. If more than one (1) frozen meal is received per delivery per individual, document reason for multiple meals delivery in the individual's case record.
7. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s).

## 22.3.7

Wellness Check

1. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery; and
2. Refer to Case Manager all individuals for appropriate action who present additional medical or social problems during the course of service delivery.

## 22.3.8

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located 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. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and

sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.

- 3. Document staff certification and training in personnel files.
- 4. Provide training on a quarterly 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.
- 5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
- 6. Document staff certification and training in personnel files.

22.3.9

Nutrition Education

- 1. Provide to home delivered meal individuals printed nutrition education materials two (2) times per quarter.
- 2. Plan, develop, and implement a written nutrition education program that includes at least two (2) handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
  - a) Dietary guidelines for older adults;
  - b) Modified meals and chronic disease;
  - c) Food and drug interaction;
  - d) Physical fitness health information as it relates to nutrition;
  - e) Meal planning and preparation;
  - f) Budgeting, shopping; and
  - g) Sanitation.
- 3. Nutritional information provided to individuals shall be backed by credible research, such as but limited to: The Academy of Nutrition Dietetics, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration for Community Living, and the National Institute on Aging.

22.4

Licensure/Certification Requirements

22.4.1

Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics, have successfully completed the examination for registration, and meet continuing education requirements.

22.4.2

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

22.4.3

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

22.4.4

All food handlers shall be certified in food safety and sanitation within one (1) month of employment Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

22.4.5

Valid and current state Driver's License for delivery drivers shall be maintained.

22.5

Reporting Unit

22.5.1

One (1) unit of service equals one (1) meal.

## HOME DELIVERED MEALS

### 1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
- c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals 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.
- 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 quarterly by supervising staff 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 regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
  - iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
- 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 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.
  - v. 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 or similar client-centered group 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 Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
  - i. Post all Home Delivered Meals by the 5<sup>th</sup> of each month.
  - ii. program reports by the 5<sup>th</sup> of each month.
  - iii. financial statement by the 10<sup>th</sup> of each month.

6. DEFINITION OF UNIT OF SERVICE

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

**29.0 MULTIPURPOSE CENTER OPERATIONS**

**29.1 Purpose Statement**

29.1.1 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.

**29.2 Service Description**

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

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

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

29.2.4 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; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 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.

**29.3 Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
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.

29.3.3 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; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 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; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

29.3.5 Education:

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams 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; and
6. Provide training on the self-management of chronic conditions.

29.3.6

**Volunteer Opportunities:**

1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
2. Implement a volunteer recruitment system;
3. Provide job descriptions for volunteers; and
4. Provide and document training for volunteers.

29.3.7

**Recreational Activities:**

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;

29.3.8

**Intergenerational Programs:**

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

29.4

**Licensure/Certification Requirements**

29.4.1

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.

29.5

**Reporting Unit**

29.5.1

One (1) unit of service equals 60 minutes of service time.

**39.0 SOCIALIZATION AND RECREATION**

**39.1 Purpose Statement**

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

**39.2 Service Description**

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

39.2.2 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.

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

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

**39.3 Service Requirements – The Contractor shall provide the following:**

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

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

**39.4 Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

**MULTIPURPOSE CENTER OPERATION  
SOCIALIZATION & RECREATION**

1. 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.

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

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

3. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

a. Activity: a unit shall be one activity in the categories of health promotion and exercise.

b. Staff hour: the staff reporting time is limited to the following categories:

- i. program planning.
- ii. conducting activities.
- iii. providing social services.
- iv. conducting outreach.
- v. volunteer coordination to include recruitment, supervision, recognition.
- vi. staff training provided to contractor staff / volunteers.
- vii. continuing education for staff / volunteers.

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

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 Area Agency electronic database.

b. reports and documentation must be reported as follows:

- i. program report for activities completed by the 5<sup>th</sup> of each month.
- ii. program report for MCO units completed by the 5<sup>th</sup> of each month.
- iii. financial statement completed by the 10<sup>th</sup> of each month.

**20.0 GENERAL TRANSPORTATION**

**20.1 Purpose Statement**

The service helps to assist individuals 60 years of age or older and/or individuals with disabilities to maintain their independence and avoid costly and unnecessary placement in a care facility by providing access to services.

**20.2 Service Description**

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

20.2.2 The service includes the arrangement and/or provision of transportation services which may include the use of a car, bus or van.

20.2.3 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.

20.2.4 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.

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

20.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000 of the DAAS Policy and Procedure Manual, as may be amended.

**20.3 Service Requirements - The Contractor shall:**

20.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

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

20.3.3 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.

1. Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.

20.3.4 Require that drivers have and carry a valid driver's license.

20.3.5 Provide driver training that includes instructing how to assist individuals to safely enter and exit vehicles, handle road emergencies, safe driving, defensive driving, and disease specific information (e.g., Alzheimer's, Parkinson's, and Diabetes).

20.3.6 Protect the individual's safety while using this service.

20.3.7 Provide information to individuals on accessing the transportation service.

20.3.8 Arrange transportation for individuals:

1. Make arrangements for transportation through public or private transportation providers; and
2. Determine with the individual and/or significant others, a plan for providing transportation

20.3.9 Provide transportation for individuals:

1. Transport individuals from one (1) location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.);
2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle;
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs;
4. Record and maintain services delivered to each individual; and
5. Adhere to time schedules.

**20.4 Licensure/Certification Requirements**

20.4.1 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.

21.1.1 Utilize vehicles which have a valid Arizona license plate and pass emissions standards at a minimum and have insurance coverage.

21.1.2 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which includes training in CPR and first aid.

21.1.3 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two (2) years thereafter.

**20.5 Reporting Unit**

21.1.4 One (1) unit of service equals one (1) trip per person one (1) way.

**CITIZEN TRANSPORTATION – SENIOR CENTERS**

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

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

- a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. staff/volunteers shall be trained in the following areas:
  - i. CPR and first aid.
  - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
  - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
  - iv. response protocol for emergency or urgent situations.
  - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- c. annually the contractor shall submit the boundaries for service.
- d. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
- e. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
- f. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- g. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- h. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- i. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
- j. all equipment used in the program must be kept clean.
- k. the contractor must provide communications equipment for every vehicle used in the provision of this service.
- l. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- m. 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.
- n. 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 ~~reported~~ <sup>Page 135</sup> 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. All transportation operations must be conducted using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
  - i. program report by the 5<sup>th</sup> of each month.
  - ii. financial statement by the 10<sup>th</sup> of each month.

5. DEFINITION OF UNIT OF SERVICE

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

## FACILITY LOCATION CHART

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

Organization (Contractor / Subcontractor)	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area to be Served	Adult Day Health Care or Home Delivered Meal Delivery Area
Town of Guadalupe 9421 S. Avenida del Yaqui Guadalupe, AZ 85283 P: 480-505-3080 F: 480-505-5368	<input type="checkbox"/>	Administrative	Monday – Friday 8:00am – 4:00pm	N/A	N/A
Guadalupe Senior Center 9401 S Avenida del Yaqui Guadalupe, AZ 85283 P: 480-505-5393 F: 480-505-5397	<input type="checkbox"/>	Congregate Meals Home Delivered Meals Multipurpose Center Operations Transportation	Monday – Friday 7:30am – 3:30pm	PSA 4	North of: Mineral Rd. South of: Baseline Rd. West of: High Line Canal East of: I-10 Freeway

### HOLIDAY OBSERVANCES

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

<input checked="" type="checkbox"/> New Year's Day	<input checked="" type="checkbox"/> Independence Day <i>(observed)</i>	<input checked="" type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Martin Luther King Jr's	<input type="checkbox"/> Rosh Hashanah	<input checked="" type="checkbox"/> Day after Thanksgiving	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> President's Day	<input checked="" type="checkbox"/> Labor Day	<input checked="" type="checkbox"/> Christmas Eve	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Cesar Chavez Day	<input type="checkbox"/> Yom Kippur	<input checked="" type="checkbox"/> Christmas Day	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Good Friday	<input type="checkbox"/> Columbus Day	<input checked="" type="checkbox"/> New Year's Eve	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Memorial Day	<input checked="" type="checkbox"/> Veteran's Day	<input checked="" type="checkbox"/> Other: Easter Monday	<input type="checkbox"/> Other: Type here

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

**TOWN OF GUADALUPE**

\_\_\_\_\_  
Signature and Date

**Jeff Kulaga, Town Manager**

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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**

\_\_\_\_\_  
Signature and Date

**Jeff Kulaga, Town Manager**

## REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK-COVER SHEET

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry and any attached files shall be used as a factor to determine qualifications for individuals/agencies applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

**PLEASE COMPLETE ALL FIELDS ACCURATELY AND LEGIBLY.**

Organization Name \_\_\_\_\_

ADES/DAAS Contract Number CTR048037

Check One:  Prospective ADES/DAAS Contractor  Current ADES/DAAS Contractor

Subcontractor to ADES/DAAS Contractor - Identify ADES/DAAS Contractor:

Area Agency on Aging, Region One

Tracking Number (You must provide your unique tracking number as it will be used to identify and track this document and the individuals linked to it.): \_\_\_\_\_

Check One:  New Contract with ADES/DAAS  ADES/DAAS Contract Extension  New employee hire

Requester's Phone Number \_\_\_\_\_ Requester's Email Address \_\_\_\_\_

Requester's Mailing Address (No., Street) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name of person authorized to submit request attesting to the presence of a Signed Direct Service form for each request

Requester's Signature \_\_\_\_\_ Date of Request \_\_\_\_\_

**SUBMIT THIS COMPLETED COVER SHEET AND REQUEST FORM(S) THROUGH ONE OF THE FOLLOWING METHODS:**

Email (secured) to: [DAAS-CR@azdes.gov](mailto:DAAS-CR@azdes.gov) Please indicate Organization Name in subject line.

Fax to: Central Registry Request at 602-542-6636

**RESULTS of this check will be:**

1. **EMAILED** to the address above indicating that one or more individuals on the request was (were) unable to be processed with the information provided. The Signatory will be required to respond to [DAAS-CR@azdes.gov](mailto:DAAS-CR@azdes.gov) within 10 working days with a statement verifying that the person(s) is(are) not providing a direct service to a child or vulnerable adult; or
2. **EMAILED** to the address above if all names are cleared; or
3. **EMAILED** to the address above with information on individuals found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. **MAILED** to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

**Illegible, inaccurate, or incomplete information on the Cover Sheet or Request Form will delay your response from ADES/DAAS.**

See page 3 for EOE/ADA disclosures

# REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, and information must be accurate and legible.)

## INDIVIDUAL'S INFORMATION

Name  Alias (Previously used name(s))   
 SOC. SEC. NO.  Date of Birth   
 Mailing Address (No., Street)   
 City  State  ZIP Code

## ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports  Yes  No Number (See attached document(s))   
 Date of Search  Name of Person Completing Search   
 Signature

## INDIVIDUAL'S INFORMATION

Name  Alias (Previously used name(s))   
 SOC. SEC. NO.  Date of Birth   
 Mailing Address (No., Street)   
 City  State  ZIP Code

## ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports  Yes  No Number (See attached document(s))   
 Date of Search  Name of Person Completing Search   
 Signature

## INDIVIDUAL'S INFORMATION

Name  Alias (Previously used name(s))   
 SOC. SEC. NO.  Date of Birth   
 Mailing Address (No., Street)   
 City  State  ZIP Code

## ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports  Yes  No Number (See attached document(s))   
 Date of Search  Name of Person Completing Search   
 Signature

## INDIVIDUAL'S INFORMATION

Name  Alias (Previously used name(s))   
 SOC. SEC. NO.  Date of Birth   
 Mailing Address (No., Street)   
 City  State  ZIP Code

## ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports  Yes  No Number (See attached document(s))   
 Date of Search  Name of Person Completing Search   
 Signature

**DISQUALIFICATION ACTS**

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

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

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Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT B

AAA-1344A FORENG (11-19)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Division of Aging and Adult Services

Page 1 of 2

**DIRECT SERVICE POSITION**

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name (Last, First, M.I.) \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Aliases (e.g., maiden, nicknames) \_\_\_\_\_

Address (No., Street) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding?  Yes  No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding?  Yes  No

If Yes, to the question immediately above:

What was the allegation(s)?

\_\_\_\_\_

When was the investigation(s) conducted? \_\_\_\_\_

Where was the investigation(s) conducted? \_\_\_\_\_

If you wish to provide additional information see Direct Service Position Supplement.

**STATEMENT OF CERTIFICATION**

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Employers: Maintain this form as confidential.

**EXPLANATION**

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

\_\_\_\_\_

See reverse for EOE/ADA disclosures

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

### CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

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

*Be sure that you go over all six (6) pages of the self-disclosure affidavit.*

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

Name (First, Middle, Last): \_\_\_\_\_ Date of Birth (MM/DD/YY): \_\_\_\_\_

Address (No., Street, Apt. No.): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Check one of the following and provide information as directed:

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

**ALSO** – Check one of the following:

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

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

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

Notary Public

State of Arizona, County of \_\_\_\_\_

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

Commission Expiration date: \_\_\_\_\_ Notary Public's Signature: \_\_\_\_\_

See page 6 for EOE/ADA disclosures

**Non-Appealable Offenses**

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

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

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

	YES	NO
1. Sexual abuse of vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
2. Incest	<input type="checkbox"/>	<input type="checkbox"/>
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	<input type="checkbox"/>	<input type="checkbox"/>
4. Sexual assault	<input type="checkbox"/>	<input type="checkbox"/>
5. Sexual exploitation of a minor or vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
6. Commercial sexual exploitation of a minor or vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
7. Child prostitution as prescribed in A.R.S. § 13-3212	<input type="checkbox"/>	<input type="checkbox"/>
8. Child abuse	<input type="checkbox"/>	<input type="checkbox"/>
9. Felony child neglect	<input type="checkbox"/>	<input type="checkbox"/>
10. Sexual conduct with a minor	<input type="checkbox"/>	<input type="checkbox"/>
11. Molestation of a child or vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
12. Dangerous crime against children as defined in A.R.S. § 13-705	<input type="checkbox"/>	<input type="checkbox"/>
13. Exploitation of minors involving drug offenses	<input type="checkbox"/>	<input type="checkbox"/>
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	<input type="checkbox"/>	<input type="checkbox"/>
15. Neglect or abuse of a vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
16. Sex trafficking	<input type="checkbox"/>	<input type="checkbox"/>
17. Sexual abuse	<input type="checkbox"/>	<input type="checkbox"/>
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	<input type="checkbox"/>	<input type="checkbox"/>
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	<input type="checkbox"/>	<input type="checkbox"/>
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	<input type="checkbox"/>	<input type="checkbox"/>
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	<input type="checkbox"/>	<input type="checkbox"/>
22. Luring a minor for sexual exploitation	<input type="checkbox"/>	<input type="checkbox"/>
23. Enticement of persons for purposes of prostitution	<input type="checkbox"/>	<input type="checkbox"/>
24. Procurement by false pretenses of persons for purposes of prostitution	<input type="checkbox"/>	<input type="checkbox"/>
25. Procuring or placing persons in a house of prostitution	<input type="checkbox"/>	<input type="checkbox"/>
26. Receiving earnings of a prostitute	<input type="checkbox"/>	<input type="checkbox"/>
27. Causing one's spouse to become a prostitute	<input type="checkbox"/>	<input type="checkbox"/>
28. Detention of persons in a house of prostitution for debt	<input type="checkbox"/>	<input type="checkbox"/>
29. Keeping or residing in a house of prostitution or employment in prostitution	<input type="checkbox"/>	<input type="checkbox"/>
30. Pandering	<input type="checkbox"/>	<input type="checkbox"/>
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	<input type="checkbox"/>	<input type="checkbox"/>
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	<input type="checkbox"/>	<input type="checkbox"/>
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	<input type="checkbox"/>	<input type="checkbox"/>
35. Any felony offense involving contributing to the delinquency of a minor	<input type="checkbox"/>	<input type="checkbox"/>
36. Unlawful sale or purchase of children	<input type="checkbox"/>	<input type="checkbox"/>
37. Child bigamy	<input type="checkbox"/>	<input type="checkbox"/>
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009	<input type="checkbox"/>	<input type="checkbox"/>
39. Felony indecent exposure	<input type="checkbox"/>	<input type="checkbox"/>
40. Felony public sexual indecency	<input type="checkbox"/>	<input type="checkbox"/>
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	<input type="checkbox"/>	<input type="checkbox"/>
42. Terrorism	<input type="checkbox"/>	<input type="checkbox"/>
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	<input type="checkbox"/>	<input type="checkbox"/>

**Appealable 5 Years After Conviction**

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

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

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

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Threatening or intimidating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Assault	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Aggravated assault	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Dangerous or deadly assault by prisoner or juvenile	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Prisoners who commit assault with intent to incite to riot or participate in riot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Assault by vicious animals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Drive by shooting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Assaults on public safety employees or volunteers and state hospital employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Discharging a firearm at a structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Prisoner assault with bodily fluids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Aiming a laser pointer at a peace officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Possession and sale of peyote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Possession and sale of a vapor-releasing substance containing a toxic substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Sale of regulated chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Sale of precursor chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Production or transportation of marijuana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Involving or using minors in drug offenses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Possession, manufacture, delivery and advertisement of drug paraphernalia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Use of wire communication or electronic communication in drug-related transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Using a building for sale or manufacture of dangerous or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Manufacture or distribution of prescription-only drug	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Manufacture of certain substances and drugs by certain means	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Appealable Offenses

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

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

	YES	NO
1. Theft	<input type="checkbox"/>	<input type="checkbox"/>
2. Theft by extortion	<input type="checkbox"/>	<input type="checkbox"/>
3. Shoplifting	<input type="checkbox"/>	<input type="checkbox"/>
4. Forgery	<input type="checkbox"/>	<input type="checkbox"/>
5. Criminal possession of a forgery device	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtaining a signature by deception	<input type="checkbox"/>	<input type="checkbox"/>
7. Criminal impersonation	<input type="checkbox"/>	<input type="checkbox"/>
8. Theft of a credit card or obtaining a credit card by fraudulent means	<input type="checkbox"/>	<input type="checkbox"/>
9. Receipt of anything of value obtained by fraudulent use of a credit card	<input type="checkbox"/>	<input type="checkbox"/>
10. Forgery of a credit card	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea en el mismo nivel

### AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

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

*Asegúrese que revise todas las seis (6) páginas del affidavit de auto revelación.*

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

Nombre (*Nombre, segundo, apellido*): \_\_\_\_\_ Fecha de nacimiento (*MM/DD/YY*): \_\_\_\_\_  
Dirección (*Núm., calle, núm. de apto.*): \_\_\_\_\_  
Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código postal: \_\_\_\_\_

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

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

**TAMBIÉN** – Marque una de lo siguiente:

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

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

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_

**Notary Public (Notario publico)**

State of Arizona, County of \_\_\_\_\_

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

Commission Expiration date: \_\_\_\_\_ Notary Public's Signature: \_\_\_\_\_

Vea la página 6 para leer la declaracion de EOE/ADA

### Infracciones no apelables

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

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

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

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
2. Incesto	<input type="checkbox"/>	<input type="checkbox"/>
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	<input type="checkbox"/>	<input type="checkbox"/>
4. Agresión sexual	<input type="checkbox"/>	<input type="checkbox"/>
5. Explotación de un menor o un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
6. Explotación sexual comercial de un menor o un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
7. Prostitución de un menor según A.R.S. § 13-3212	<input type="checkbox"/>	<input type="checkbox"/>
8. Abuso infantil	<input type="checkbox"/>	<input type="checkbox"/>
9. Negligencia de niño que sea un delito grave	<input type="checkbox"/>	<input type="checkbox"/>
10. Conducta sexual con un menor	<input type="checkbox"/>	<input type="checkbox"/>
11. Abuso inmoral de un menor o adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	<input type="checkbox"/>	<input type="checkbox"/>
13. Explotación de menores para delitos relacionados con drogas	<input type="checkbox"/>	<input type="checkbox"/>
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	<input type="checkbox"/>	<input type="checkbox"/>
15. Negligencia o abuso de un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
16. Trafico de sexo	<input type="checkbox"/>	<input type="checkbox"/>
17. Abuso sexual	<input type="checkbox"/>	<input type="checkbox"/>
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	<input type="checkbox"/>	<input type="checkbox"/>
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	<input type="checkbox"/>	<input type="checkbox"/>
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	<input type="checkbox"/>	<input type="checkbox"/>
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	<input type="checkbox"/>	<input type="checkbox"/>
22. Seducir a un menor para el propósito de explotación sexual	<input type="checkbox"/>	<input type="checkbox"/>
23. Incitar a cualquier personas para propósitos de prostitución	<input type="checkbox"/>	<input type="checkbox"/>
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	<input type="checkbox"/>	<input type="checkbox"/>
25. Instigar o colocar personas en una casa de prostitución	<input type="checkbox"/>	<input type="checkbox"/>
26. Recibir ganancias de una persona prostituida	<input type="checkbox"/>	<input type="checkbox"/>
27. Causar prostitución de su cónyuge	<input type="checkbox"/>	<input type="checkbox"/>
28. Detención de personas en una casa de prostitución para satisfacer deudas	<input type="checkbox"/>	<input type="checkbox"/>
29. Mantener o residir en una casa de prostitución o empleo en prostitución	<input type="checkbox"/>	<input type="checkbox"/>
30. Proxenetismo	<input type="checkbox"/>	<input type="checkbox"/>

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	<input type="checkbox"/>	<input type="checkbox"/>
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	<input type="checkbox"/>	<input type="checkbox"/>
33. Representar un adulto como un menor según A.R.S. § 13 3555	<input type="checkbox"/>	<input type="checkbox"/>
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	<input type="checkbox"/>	<input type="checkbox"/>
35. Algún delito que incluye contribuir a la delincuencia de un menor	<input type="checkbox"/>	<input type="checkbox"/>
36. La venta o compra ilegal de niños	<input type="checkbox"/>	<input type="checkbox"/>
37. Bigamia infantil	<input type="checkbox"/>	<input type="checkbox"/>
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009	<input type="checkbox"/>	<input type="checkbox"/>
39. Delito grave de exhibicionismo	<input type="checkbox"/>	<input type="checkbox"/>
40. Delito grave de indecencia sexual pública	<input type="checkbox"/>	<input type="checkbox"/>
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	<input type="checkbox"/>	<input type="checkbox"/>
42. Terrorismo	<input type="checkbox"/>	<input type="checkbox"/>
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	<input type="checkbox"/>	<input type="checkbox"/>

#### Apelable 5 años después de condena

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

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

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

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Incendio intencional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Agresión	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Agresión agravada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Agresión peligrosa o mortal por parte de prisionero o menor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Agresión mediante animales viciosos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Tiroteo desde auto	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Disparar un arma de fuego contra una estructura	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Agresión por parte de prisionero con fluidos corporales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Posesión y venta de peyote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Vender o dar óxido nitroso a personas de menor de edad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. La venta de químicas reglamentadas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. La venta de químicos precursores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Producción o transportación de la marihuana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. El hacer participar o usar menores durante delitos de drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Posesión, fabricar, entregar y hacer publicidad de paraferalia para drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. El fabricar o distribuir drogas disponibles solo por receta	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Manufactura de ciertas sustancias y drogas a través de ciertos medios	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Delitos apelables**

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

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

	SÍ	NO
1. Hurto	<input type="checkbox"/>	<input type="checkbox"/>
2. Robo mediante extorsión	<input type="checkbox"/>	<input type="checkbox"/>
3. Hurto de mercancías en una tienda o negocio	<input type="checkbox"/>	<input type="checkbox"/>
4. Falsificación	<input type="checkbox"/>	<input type="checkbox"/>
5. Posesión criminal de un instrumento de falsificación	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtener una firma mediante decepción	<input type="checkbox"/>	<input type="checkbox"/>
7. Personificación criminal	<input type="checkbox"/>	<input type="checkbox"/>
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	<input type="checkbox"/>	<input type="checkbox"/>

### Area Agency on Aging, Region One Billing Time Frames

<b>Billing Month</b>	<b>Billing Due</b>	<b>Re-Billing Due</b>	<b>Re-Billing Time Limit</b>
July	August 10th	November 10th	3 months
August	September 10th	December 10th	3 months
September	October 10th	January 10th	3 months
October	November 10th	February 10th	3 months
November	December 10th	March 10th	3 months
December	January 10th	April 10th	3 months
January	February 10th	May 10th	3 months
February	March 10th	June 10th	3 months
March	April 10th	July 10th	3 months
April	May 10th	July 10th	2 months
May	June 10th	July 10th	1 month
June	July 10th	July 10th	0 month

**COMMUNICATION PAGE**  
*(not an integral page of the Contract)*

**6/12/2020 EMAILED TO:**

[vmatuz@guadalupez.org](mailto:vmatuz@guadalupez.org)  
[rthaxton@guadalupez.org](mailto:rthaxton@guadalupez.org)



# MARICOPA COUNTY

## Elections Department



### Primary Election – August 4, 2020

Arizona's primary election occurs every two years, always in an even year. This election includes federal, state, county and local offices that are up for election. A primary election serves to narrow down each recognized political party's candidates.

Below is a list of jurisdictions on the Primary Election ballot. You can [click here](#) for a list of candidates qualified in Maricopa County, and [click here](#) for the federal, state and legislative offices qualified for the ballot.

After June 20, Maricopa County voters can see their sample ballot at [BeBallotReady.Vote](#). The last day to register to vote in June 6, 2020. We will mail ballots on June 27, 2020 to voters that requested one. Election Day is on Tuesday, August 4, 2020.

### Maricopa County Participating Jurisdictions

JURISDICTION	Election Type	Website
APACHE JUNCTION	Mayor & Councilmembers (3), General Plan	<a href="http://www.ajcity.net">www.ajcity.net</a>
AVONDALE	Mayor, Councilmembers (3), Home Rule	<a href="http://www.avondale.org">www.avondale.org</a>
BUCKEYE	Mayor & Councilmembers (Dist 1,2,3)	<a href="http://www.buckeyeaz.gov">www.buckeyeaz.gov</a>
CAREFREE	Mayor & Councilmembers (6)	<a href="http://www.carefree.org">www.carefree.org</a>
CAVE CREEK	Mayor, Councilmembers (6), Home Rule	<a href="http://www.cavecreek.org">www.cavecreek.org</a>
CHANDLER	Councilmembers (3)	<a href="http://www.chandleraz.gov">www.chandleraz.gov</a>
EL MIRAGE	Councilmembers (3)	<a href="http://www.elmirageaz.gov">www.elmirageaz.gov</a>
FOUNTAIN HILLS	Mayor & Councilmembers (3)	<a href="http://www.fh.az.gov">www.fh.az.gov</a>
GILA BEND	Councilmembers (3)	<a href="http://www.gilabendaz.org">www.gilabendaz.org</a>
GILBERT	Mayor & Councilmembers (3) General Plan	<a href="http://www.gilbertaz.gov">www.gilbertaz.gov</a>
GLENDALE	Mayor & Councilmembers (Cactus, Sahuaro, Yucca)	<a href="http://www.glendaleaz.com">www.glendaleaz.com</a>
GUADALUPE	Mayor, Councilmembers (3), Home Rule	<a href="http://www.guadalupeaz.org">www.guadalupeaz.org</a>
LITCHFIELD	Councilmembers (3)	<a href="http://www.litchfield-park.org">www.litchfield-park.org</a>
MESA	Mayor & Councilmembers (Dist 1,2,3)	<a href="http://www.mesaaz.gov">www.mesaaz.gov</a>
PARADISE VALLEY	Mayor & Councilmembers (3)	<a href="http://www.paradisevalleyaz.gov">www.paradisevalleyaz.gov</a>
PEORIA	Councilmembers (Ironwood, Mesquite, Willow)	<a href="http://www.peoriaaz.gov">www.peoriaaz.gov</a>
QUEEN CREEK	Councilmembers (3)	<a href="http://www.queenecreek.org">www.queenecreek.org</a>
SCOTTSDALE	Mayor & Councilmembers (3)	<a href="http://www.scottsdaleaz.gov">www.scottsdaleaz.gov</a>
SURPRISE	Mayor & Councilmembers (2,3,4) (5-2yr term)	<a href="http://www.surpriseaz.gov">www.surpriseaz.gov</a>
TOLLESON	Councilmembers (3)	<a href="http://www.tollesonaz.org">www.tollesonaz.org</a>
WICKENBURG,	Mayor & Councilmembers (3)	<a href="http://www.ci.wickenburg.az.us">www.ci.wickenburg.az.us</a>
YOUNGTOWN	Councilmembers (3)	<a href="http://www.youngtownaz.org">www.youngtownaz.org</a>



MARICOPA COUNTY  
**2020 ELECTION CALENDAR**  
 Calendar.Maricopa.Vote



**AUGUST 4, 2020 PRIMARY ELECTION**

Arizona's Primary Election occurs every two years, always in an even year. This election includes federal offices (except President), state and county races (or contest), and some local government (nonpartisan) candidates and issues. A Primary Election serves to narrow down each recognized political party's candidates. All early ballots must be received by 7 p.m. on Election Day, August 4, 2020.

<p><b>JUNE 20</b></p> <p>Military and Overseas Ballots Mailed</p>	<p><b>JULY 6</b></p> <p>Voter Registration Deadline</p>	<p><b>JULY 8</b></p> <p>Ballots Mailed, In Person Voting Begins</p>	<p><b>JULY 24</b></p> <p>Last Day to Request a Ballot in the Mail</p>
	<p><b>JULY 25</b></p> <p>Weekend In Person Voting Available</p>	<p><b>JULY 29</b></p> <p>Last Day to Mail Back Your Ballot</p>	<p><b>AUGUST 4</b></p> <p><b>Election Day</b></p>

**NOVEMBER 3, 2020 GENERAL ELECTION**

Arizona's general election occurs every two years, always in an even year. This election includes U.S. President, federal, state, county and local offices that are up for election. The general election is the final election held between nominees of various parties, as well as non-partisan races, ballot propositions and initiatives.

<p><b>SEPTEMBER 19</b></p> <p>Military and Overseas Ballots Mailed</p>	<p><b>OCTOBER 6</b></p> <p>Voter Registration Deadline</p>	<p><b>OCTOBER 7</b></p> <p>Ballots Mailed, In Person Voting Begins</p>	<p><b>OCTOBER 23</b></p> <p>Last Day to Request a Ballot in the Mail</p>
	<p><b>OCTOBER 24</b></p> <p>Weekend In Person Voting Available</p>	<p><b>OCTOBER 28</b></p> <p>Last Day to Mail Back Your Ballot</p>	<p><b>NOVEMBER 3</b></p> <p><b>Election Day</b></p>

**ARE YOU BALLOT READY?**

**MARICOPA COUNTY VOTER DASHBOARD**

If you live in Maricopa County, sign in to your dashboard to get your personal ballot information. From what's on your ballot to upcoming elections, everything you need to #BeBallotReady can be found at **BeBallotReady.Vote**.

QUESTIONS?  
**(602) 506-1511**



CONDADO MARICOPA  
**CALENDARIO ELECTORAL 2020**  
**Calendario.Maricopa.Vote**



## 4 DE AGOSTO 2020 ELECCIÓN PRIMARIA

La Elección Primaria de Arizona ocurre cada dos años, siempre en un año par. Esta elección incluye cargos federales (excepto el presidente), carreras estatales (o concursos) y algunos candidatos y asuntos del gobierno local (no partidista) que están listos para renovación. Una elección primaria sirve para reducir los candidatos de cada partido político reconocido. Todas las boletas tempranas deben recibirse para las 7 p.m. el Día de la Elección, 4 de agosto de 2020.

<p><b>20 DE JUNIO</b></p> <p>Se Envían por Correo las Boletas a Militares y Votantes en el Extranjero</p>	<p><b>6 DE JULIO</b></p> <p>Fecha Límite de Registro de Votantes</p>	<p><b>8 DE JULIO</b></p> <p>Boletas Enviadas por Correo, Votación en Persona Disponible</p>	<p><b>24 DE JULIO</b></p> <p>Último día para Solicitar una Boleta por Correo</p>
	<p><b>25 DE JULIO</b></p> <p>Fin de Semana Votación Disponible</p>	<p><b>29 DE JULIO</b></p> <p>Último Día para Devolver su Boleta por Correo</p>	<p><b>4 DE AGOSTO</b></p> <p><b>Día de la Elección</b></p>

## 3 DE NOVIEMBRE 2020 ELECCIÓN PRIMARIA

Las Elección General de Arizona ocurre cada dos años, siempre en un año par. Esta elección incluye al Presidente de los Estados Unidos, oficinas federales, estatales, del condado y locales que están listas para renovación. La elección general es la elección final llevada a cabo entre los candidatos de varios partidos, así como también las contiendas no partidistas, las proposiciones en la boleta y las iniciativas.

<p><b>19 DE SEPTIEMBRE</b></p> <p>Se Envían por Correo las Boletas a Militares y Votantes en el Extranjero</p>	<p><b>6 DE OCTUBRE</b></p> <p>Fecha Límite de Registro de Votantes</p>	<p><b>7 DE OCTUBRE</b></p> <p>Boletas Enviadas por Correo, Votación en Persona Disponible</p>	<p><b>23 DE OCTUBRE</b></p> <p>Último día para Solicitar una Boleta por Correo</p>
	<p><b>24 DE OCTUBRE</b></p> <p>Fin de Semana Votación Disponible</p>	<p><b>28 DE OCTUBRE</b></p> <p>Último Día para Devolver su Boleta por Correo</p>	<p><b>3 DE NOVIEMBRE</b></p> <p><b>Día de la Elección</b></p>

## ¿ESTÁ LISTO PARA VOTAR?

### PANEL DE CONTROL DEL VOTANTE DEL CONDADO MARICOPA

Si vive en el Condado Maricopa, inicie sesión en su Panel de Control para obtener información personal sobre su boleta electoral. Desde lo que contiene su boleta electoral hasta cuáles son las próximas elecciones, todo lo que necesita para estar listo para votar (#tengaboletalista) lo puede encontrar aquí **TengaBoletaLista.Voto**.

¿PREGUNTAS?  
**(602) 506-1511**



MARICOPA COUNTY  
**2020 AUGUST PRIMARY**  
**Frequently Asked Questions**



**ELECTION DAY IS AUGUST 4, 2020**

Arizona's Primary Election occurs every two years, always in an even year. This election includes federal (except President), state, county and local government (nonpartisan) candidates and issues may also be on the ballot. A Primary Election serves to narrow down each recognized political party's candidates. All early ballots must be received by 7 p.m. on Election Day, August 4, 2020.

<b>JULY 6</b> Voter Registration Deadline	<b>JULY 8</b> Ballots Mailed, In-Person Voting Begins	<b>JULY 24</b> Last Day to Request a Ballot in the Mail	<b>JULY 25</b> Weekend In Person Voting Available	<b>JULY 29</b> Last Day to Mail Back Your Ballot
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**Calendar.Maricopa.Vote**

**ATTENTION INDEPENDENT VOTERS**

Arizona has an open Primary Election. This means that as a voter registered without a party preference, you will need to select a ballot. You may choose only one:

- Republican
- Democratic
- City/Town Only (when available)

Make your plan at  
**BeBallotReady.Vote**

**NEW ONLINE PORTAL**

**PERMANENT EARLY VOTING LIST (PEVL)**

This new online portal allows Maricopa County voters to sign up for the Permanent Early Voting List, and automatically receive a ballot in the mail for every qualifying election. Previously, Maricopa County voters could only sign up for the PEVL with a paper form or online at the motor vehicles division, a process designed for registering new voters. Now registered voters have another option customized to meet their needs.

Visit the portal at  
**Request.Maricopa.Vote**

**VOTE CENTERS**

Maricopa County is moving to a "vote anywhere" election model, complimented by 27 days of in-person voting, including evenings and weekends leading up to Election Day. All locations will implement heightened safety and cleaning measures designed in collaboration with the Maricopa County Department of Public Health.

Find a location and time that's convenient for you at  
**Locations.Maricopa.Vote**

QUESTIONS?  
**(602) 506-1511**



# MARICOPA COUNTY

## 2020 AUGUST PRIMARY

### Frequently Asked Questions



#### WHAT'S ON MY BALLOT?

There are 22 local jurisdictions participating in the August 4 Primary as well as partisan candidates for state and federal offices (not president). Maricopa County voters can see their sample ballot at [BeBallotReady.Vote](#).

#### WHERE CAN I VOTE IN PERSON OR DROP OFF MY BALLOT?

Maricopa County is making it easier for you to cast a ballot in-person by opening Vote Centers for the Primary Election. Locations are open July 8-August 4. Voters can choose any voting location and time that works for them. Visit [Locations.Maricopa.Vote](#).

#### HOW CAN I SIGN UP TO GET A BALLOT IN THE MAIL?

Maricopa County voters can request a one-time ballot to be sent by mail to your residence or mailing address on file, or to a temporary mailing address for the August 4 Primary Election and November 3 General Election. Voters may also sign up for the Permanent Early Voting List, which means your ballot will be automatically sent to the mailing address on file for every election in which you are eligible. Make your choice at [Request.Maricopa.Vote](#).

#### I AM AWAY FROM MY RESIDENCE. WILL MY BALLOT BE FORWARDED?

No. The law does not allow official election materials, such as ballots, to be forwarded by the Post Office. If you would like us to mail your ballot to a temporary mailing address, make your request by July 24 at 5 p.m. Call us at (602) 506-1511. You can also visit us online at [Request.Maricopa.Vote](#).

If you are in the military or a military family member stationed out of the country, or you live overseas, please find out more information at [MilitaryOverseas.Maricopa.Vote](#).

#### I DAMAGED MY EARLY BALLOT, CAN I GET A NEW ONE?

If you damaged your early ballot you can request a replacement by calling 602-506-1511 or emailing [EVreq@risc.maricopa.gov](mailto:EVreq@risc.maricopa.gov) no later than July 24. After July 24, you can replace your damaged ballot by voting in person until 7 p.m. on Election Day, August 4.

#### IS VOTING BY MAIL SECURE?

Voting by mail is very secure. Only registered voters may request a ballot in the mail. All ballot envelopes require a signature that is then checked against a known signature on the official voter registration file. Only verified ballots are counted.

#### HOW DO I KNOW MY EARLY BALLOT WAS COUNTED?

Sign and date the green ballot affidavit envelope and return it with your ballot inside. Early ballots must be mailed prior to July 29. After that date, voters must drop it off at a Vote Center or secure ballot drop box prior to 7 p.m. on Election Day, August 4. Every single mail ballot is tracked upon delivery and receipt so voters can have peace of mind knowing their ballot was counted. Track your ballot by texting "JOIN" to 628-683 or online at [BallotStatus.Maricopa.Vote](#).

#### I HAVE A DISABILITY, HOW CAN I VOTE?

Maricopa County voters may request a braille or large print ballot in the mail by calling (602) 506-1511. If you need assistance due to a confining illness or disability and are unable to vote at a voting location, you may request a Special Election Board assist you to vote in a location that's convenient to you. Make your request by July 24. Email [SpecialAssistance@risc.maricopa.gov](mailto:SpecialAssistance@risc.maricopa.gov) or call (602) 506-1511 for information.

If you'd like to vote in person, you may request an accessible voting device to cast your ballot at any voting location until 7 p.m. on Election Day, August 4. Visit [Locations.Maricopa.Vote](#).





# CONDADO MARICOPA ELECCIÓN PRIMARIA 2020

## Preguntas Frecuentes



## EL DÍA DE LA ELECCIÓN ES EL 4 DE AGOSTO DE 2020

La Elección Primaria de Arizona ocurre cada dos años, siempre en un año par. Esta elección incluye cargos federales (excepto presidente), contiendas estatales de condado (o concursos) y algunos candidatos del gobierno local (no partidista) y asuntos/cuestiones. Una Elección Primaria sirve para reducir los candidatos de cada partido político reconocido. Todas las boletas tempranas deben ser recibidas para las 7 p.m. el Día de la Elección, 4 de agosto de 2020.

<b>6 DE JULIO</b> Fecha Límite de Registro de Votantes	<b>8 DE JULIO</b> Las Boletas son Enviadas por Correo Comienza la Votación en Persona	<b>24 DE JULIO</b> Último Día para Solicitar una Boleta por Correo	<b>25 DE JULIO</b> Votación en Persona Disponible el Fin de Semana	<b>29 DE JULIO</b> Último Día para Devolver su Boleta por Correo
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Calendario.Maricopa.Voto

## ATENCIÓN VOTANTES INDEPENDIENTES

Arizona tiene una Elección Primaria abierta. Esto significa que, como votante registrado sin preferencia de partido, usted necesitará seleccionar una boleta. Usted puede elegir sólo uno:



Republicano



Demócrata



Ciudad/Pueblo solamente (cuando esté disponible)

Haga su Plan en:

**TengaBoletaLista.Voto**

## NUEVO PORTAL EN LÍNEA

### LISTA PERMANENTE DE VOTACIÓN TEMPRANA (PEVL)

Este nuevo portal en línea permite a los votantes del Condado Maricopa inscribirse en la Lista Permanente de Votación Temprana y automáticamente recibir una boleta por correo para cada elección que califique. Anteriormente, los votantes del Condado Maricopa sólo podían inscribirse en PEVL con un formulario en papel o en línea en la división de vehículos motorizados, un proceso diseñado para registrar votantes nuevos. Ahora los votantes registrados tienen otra opción personalizada para satisfacer sus necesidades

Visite el portal en

**Solicitud.Maricopa.Voto**

## CENTROS DE VOTACIÓN

El Condado Maricopa está cambiando a un modelo electoral de "votar en cualquier lugar," complementado por 27 días de votación en persona, incluyendo las tardes y los fines de semana previos al Día de las Elección. Todas las ubicaciones implementarán medidas de más seguridad y limpieza, diseñadas en colaboración con el Departamento de Salud Pública del Condado Maricopa.

Encuentre la ubicación y horario que sea conveniente para usted en

**Ubicaciones.Maricopa.Voto**

¿PREGUNTAS?

**(602) 506-1511**

@AdrianFontesMCR | @MaricopaVote



@RecorderFontes | @MaricopaVote



@RecorderFontes



# CONDADO MARICOPA

## ELECCIÓN PRIMARIA 2020

### Preguntas Frecuentes

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#### ¿QUÉ CONTIENE MI BOLETA?

Hay 22 jurisdicciones locales que participan en la Primaria del 4 de agosto, así como candidatos partidistas para cargos estatales y federales (excepto el Presidente). Los votantes del Condado Maricopa pueden ver su boleta de muestra en [TengaBoletaLista.Voto](#).

#### ¿DÓNDE PUEDO VOTAR EN PERSONA O ENTREGAR MI BOLETA?

El Condado Maricopa está haciendo que sea más fácil votar en persona abriendo Centros de Votación para la Elección Primaria. Las ubicaciones están abiertas del 8 de julio al 4 de agosto. Los votantes pueden elegir cualquier lugar de votación y horario que sea mejor para ellos. Visite [Ubicaciones.Maricopa.Voto](#).

#### ¿CÓMO PUEDO INSCRIBIRME PARA RECIBIR UNA BOLETA POR CORREO?

Los votantes del Condado Maricopa pueden solicitar que se envíe por correo una boleta por única vez a su domicilio o dirección postal registrada, o a una dirección postal temporal para la Elección Primaria del 4 de agosto y la Elección General del 3 de noviembre. Los votantes también pueden inscribirse en la Lista Permanente de Votación Temprana, lo que significa que su boleta será enviada automáticamente a la dirección de correo registrada en el archivo para cada elección en la que sea elegible. Haga su selección en [Solicitud.Maricopa.Voto](#).

#### ESTOY FUERA DE MI RESIDENCIA TEMPORALMENTE ¿SERÁ MI BOLETA REENVIADA?

No. La ley no permite que el material electoral oficial, como las boletas electorales, sea reenviado por la Oficina de Correos. Si desea que enviemos su boleta por correo a una dirección de correo temporal, haga su solicitud para el 24 de julio a las 5 p.m. Llámenos al (602) 506-1511. También puede visitarnos en línea en [Solicitud.Maricopa.Vote](#).

Si usted está en el ejército o es un miembro de familia de un militar asignado fuera del condado, o usted vive en el extranjero, por favor visite para más información a [MilitaryEnElExtranjero.Maricopa.Voto](#).

#### DAÑÉ MI BOLETA ¿PUEDO OBTENER UNA NUEVA?

Si ha dañado su boleta temprana, puede solicitar un reemplazo llamando al 602-506-1511 o enviando un correo electrónico a [EVreq@risc.maricopa.gov](mailto:EVreq@risc.maricopa.gov) a más tardar el 24 de julio. Después del 24 de julio, usted puede reemplazar su boleta dañada votando en persona hasta las 7 p.m. el Día de la Elección, el 4 de agosto.

#### ¿ES SEGURO VOTAR POR CORREO?

La votación por correo es segura y verificable. Sólo los votantes registrados pueden solicitar una boleta por correo. Todos los sobres de declaración jurada requieren una firma que luego se compara con la firma registrada en el archivo oficial de registro de votantes. Tenemos controles internos y métodos de rastreo para la seguridad de la boleta, desde el momento en que su boleta es enviada por correo inicialmente, el cómo transportamos las boletas desde la oficina de correos, la seguridad en el lugar y mucho más. Realizamos múltiples verificaciones de auditoría antes y después de que las boletas sean tabuladas. Sólo se cuentan las boletas verificadas, pero reportamos todas las boletas no contadas y la razón del porque no fueron contadas en nuestros sondeos oficiales.

#### ¿CÓMO SÉ QUE MI BOLETA TEMPRANA FUE CONTADA?

Firme y escriba la fecha en el sobre verde de declaración jurada y devuélvalo con su boleta adentro. Las boletas tempranas deben ser enviadas por correo para el 29 de julio. Después de esa fecha, los votantes deben entregarlas en un Centro de votación o depositarlas en un buzón electoral seguro para las 7 p.m. el Día de la Elección, el 4 de agosto. Cada boleta enviada por correo es rastreada al entregarla y recibirla para que los votantes puedan estar tranquilos sabiendo que su boleta fue contada. Haga el rastreo de su boleta enviando un mensaje de texto con la palabra "UNIRSE" al 628-683 o en línea en [EstadoBoleta.Maricopa.Voto](#).

#### TENGO UNA DISCAPACIDAD, ¿CÓMO PUEDO VOTAR?

Los votantes del Condado Maricopa pueden solicitar una boleta en braille o en letra grande por correo llamando al (602) 506-1511. Si necesita asistencia debido a una enfermedad o discapacidad y no puede votar en un lugar de votación, puede solicitar a la Junta Electoral Especial que le ayude a votar en un lugar que sea conveniente para usted. Haga su solicitud para el 24 de julio a las 5 p.m. Para obtener más información, llame al (602) 506-1511 o envíe un correo electrónico [SpecialAssistance@risc.maricopa.gov](mailto:SpecialAssistance@risc.maricopa.gov).

Si desea votar en persona, puede solicitar un dispositivo de votación accesible para emitir su voto en cualquier lugar de votación hasta las 7 p.m. el Día de la Elección, 4 de agosto. Visite [Ubicaciones.Maricopa.Voto](#).



@AdrianFontesMCR | @MaricopaVote



@RecorderFontes | @MaricopaVote



@RecorderFontes

# Accounts Payable

## Checks by Date - Detail by Check Number

User: jdrury  
Printed: 6/9/2020 2:51 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
65062	AVESIS 2504168	Avesis Insurance vision insurance May 20	05/01/2020 vision insurance May 20	6.30
	2504168	vision insurance May 20	vision insurance May 20	7.18
	2504168	vision insurance May 20	vision insurance May 20	8.26
	2504168	vision insurance May 20	vision insurance May 20	3.15
	2504168	vision insurance May 20	vision insurance May 20	0.95
	2504168	vision insurance May 20	vision insurance May 20	29.91
	2504168	vision insurance May 20	vision insurance May 20	14.19
	2504168	vision insurance May 20	vision insurance May 20	0.95
	2504168	vision insurance May 20	vision insurance May 20	4.41
	2504168	vision insurance May 20	vision insurance May 20	1.26
	2504168	vision insurance May 20	vision insurance May 20	14.82
	2504168	vision insurance May 20	vision insurance May 20	3.40
	2504168	vision insurance May 20	vision insurance May 20	3.41
	2504168	vision insurance May 20	vision insurance May 20	5.31
	2504168	vision insurance May 20	vision insurance May 20	7.12
	2504168	vision insurance May 20	vision insurance May 20	0.63
	2504168	vision insurance May 20	vision insurance May 20	8.45
	2504168	vision insurance May 20 ee dep	vision insurance May 20	31.60
Total for Check Number 65062:				151.30
65063	DAILYJOU A3344933	Daily Journal Corporation adverstising resolution #R2020.04	05/01/2020 adverstising resolution #R202	12.26
Total for Check Number 65063:				12.26
65064	DIBBLENG 1016014-53	Dibble & Associates Consutling Engineers project engineer for FEMA firm requirements	05/01/2020 inspection services	150.00
	1016014-53	Avenida plan review	inspection services	975.00
	1016014-53	calle tomi speed cushions	inspection services	1,370.00
	1016014-53	inspection services 3/23-4/17/20	inspection services	9,555.00
	1016014.08-6	TOG Phase VII pavement replacement: construct	TOG Phase VII pavement repl	15,400.00
Total for Check Number 65064:				27,450.00
65065	E&JAPPL 143127	E&J Appliance Service Company dryer: replaced timer	05/01/2020 dryer: replaced timer	295.13
Total for Check Number 65065:				295.13
65066	GUADBN 5731	Guadalupe Barrio Nuevo rental assistance EM	05/01/2020 rental assistance EM	700.00
Total for Check Number 65066:				700.00
65067	HOME2871 1620806	Home Depot Credit Services def fluid	05/01/2020 bleach, pipe cleaner, and def f	48.51
	1620806	bleach and pipe cleaner	bleach, pipe cleaner, and def f	22.66
	2394069	Biehn park: padlocks	Biehn park: padlocks	21.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	4292369	laundry detergent, downy fabric softener, simple	laundry detergent, downy fabr	125.55
	5020960	% sr center: ceiling tiles	% sr center: ceiling tiles	40.77
	5020960	% sr center: ceiling tiles	% sr center: ceiling tiles	8.15
	5020960	% sr center: ceiling tiles	% sr center: ceiling tiles	32.61
	5025418	% nifty nabbers	fabuloso, terry towels, glvoes,	21.59
	5025418	% nifty nabbers	fabuloso, terry towels, glvoes,	21.58
	5025418	% fabuloso, terry towels, gloves, hand cleaner, a	fabuloso, terry towels, glvoes,	29.98
	5025418	% fabuloso, terry towels, gloves, hand cleaner, a	fabuloso, terry towels, glvoes,	24.99
	5025418	% fabuloso, terry towels, gloves, hand cleaner, a	fabuloso, terry towels, glvoes,	29.98
	5025418	% fabuloso, terry towels, gloves, hand cleaner, a	fabuloso, terry towels, glvoes,	9.99
	5025418	% fabuloso, terry towels, gloves, hand cleaner, a	fabuloso, terry towels, glvoes,	5.00
	6020878	% sr center: paint and snap blades	bucket, paint, snap blades, sna	17.37
	6020878	% sr center: paint and snap blades	bucket, paint, snap blades, sna	3.47
	6020878	% sr center: paint and snap blades	bucket, paint, snap blades, sna	13.90
	6020878	shop: homer bucket, scrub brushes, and metal sn	bucket, paint, snap blades, sna	23.12
	6083106	pop up sprinklers	pop up sprinklers	7.07
	8082906	toilet bowl brush, ajax cleaner, and air fresheners	toilet bowl brush, ajax cleaner	46.44
	8082907	broom	broom	11.76
	8082907	broom	broom	11.76
	9521076	COVID19: safety glasses	COVID19: safety glasses	47.50
			Total for Check Number 65067:	625.39
65068	MCSHER MAY20PATROL	MCSO Patrol and Per Diem Billing patrol services May 20	05/01/2020 patrol services May 20	160,947.28
			Total for Check Number 65068:	160,947.28
65069	AXA	MONY Life Insurance Company of Americ	05/01/2020	
	109408	life insurance May 20	life insurance May 20	5.23
	109408	life insurance May 20	life insurance May 20	6.75
	109408	life insurance May 20	life insurance May 20	7.06
	109408	life insurance May 20	life insurance May 20	2.62
	109408	life insurance May 20	life insurance May 20	0.78
	109408	life insurance May 20	life insurance May 20	49.63
	109408	life insurance May 20	life insurance May 20	23.52
	109408	life insurance May 20	life insurance May 20	0.78
	109408	life insurance May 20	life insurance May 20	3.66
	109408	life insurance May 20	life insurance May 20	1.04
	109408	life insurance May 20	life insurance May 20	12.38
	109408	life insurance May 20	life insurance May 20	2.82
	109408	life insurance May 20	life insurance May 20	2.82
	109408	life insurance May 20	life insurance May 20	4.38
	109408	life insurance May 20	life insurance May 20	5.91
	109408	life insurance May 20	life insurance May 20	0.52
	109408	life insurance May 20	life insurance May 20	4.18
			Total for Check Number 65069:	134.08
65070	MYTEK 67331 67331	Mytek Network Solutions workstation & server management May 20 axcient backup services, appliance rental, and fo	05/01/2020 server backup and managemei server backup and managemei	498.75 632.50
			Total for Check Number 65070:	1,131.25
65071	NUESTRAS 124	Nuestra Senora Apts rental assistance CR	05/01/2020 rental assistance CR	750.00
			Total for Check Number 65071:	750.00
65072	RITEWAY	Rite Way Communications	05/01/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	5156	relocate network cable for conference phone	relocate network cable for cor	101.18
Total for Check Number 65072:				101.18
65073	ROTOR 51121773749	Roto-Rooter Service del yaqui: clear floor drain line	05/01/2020 del yaqui: clear floor drain lin	299.00
Total for Check Number 65073:				299.00
65074	SHAMROCK 20360001 20360001 20360001 20360001 20360001	Shamrock Foods Company % tuna % tuna % pine sol % pine sol % pine sol	05/01/2020 tuna and pine sol tuna and pine sol tuna and pine sol tuna and pine sol tuna and pine sol	46.39 13.08 10.65 2.81 17.85
Total for Check Number 65074:				90.78
65075	TEPOWER 314003 314003 314003 314003	Tempe Power Equipment % oscilattng hoe %oscillating hoe % oil % oil	05/01/2020 oscillating hoe & oil oscillating hoe & oil oscillating hoe & oil oscillating hoe & oil	38.92 38.91 17.28 17.28
Total for Check Number 65075:				112.39
65076	TEWBILLS 04292020	Tempe, City of (Resident) water bills collected 4/29	05/01/2020 water bills collected 4/29	59.87
Total for Check Number 65076:				59.87
65077	USINTERN 107-100084-0085 107-100084-0085 107-100084-0085 107-100084-0085	US Internet monthly email monitoring May 20 monthly email monitoring May 20 monthly email monitoring May 20 monthly email monitoring May 20	05/01/2020 monthly email monitoring Ma monthly email monitoring Ma monthly email monitoring Ma monthly email monitoring Ma	14.15 7.05 4.70 51.85
Total for Check Number 65077:				77.75
65078	ALPHAGRA 36528	Alphagraphics MCSO parking tags (100)	05/08/2020 MCSO parking tags (100)	73.01
Total for Check Number 65078:				73.01
65079	AZMRRP 40001291-5620	AZ Mun. Risk Retention Pool % commercial liability FY 20 Q3 % excess liability FY 20 Q3	05/08/2020 general & excess liability Fy 2 general & excess liability Fy 2	20,735.21 397.17 3,526.06 541.00 607.50 224.49 1,276.75 183.52 580.30 1,880.20 9.67 149.39 67.73 36.82 76.71 33.52 105.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 65079:	30,432.00
65080	BOUNDTRE 83609902	Bound Tree Medical, LLC COVID19: n95 respirators	05/08/2020 COVID19: n95 respirators	185.24
			Total for Check Number 65080:	185.24
65081	CH 05082020 05082020	Clearinghouse PR Batch 00808.05.2020 Wage Assignment-CH PR Batch 00808.05.2020 Wage Assignment-CH	05/08/2020 PR Batch 00808.05.2020 Wag PR Batch 00808.05.2020 Wag	98.48 104.92
			Total for Check Number 65081:	203.40
65082	CLEMENT 03-04758-63233 08-04757-95346 08-04758-11217 13-04758-06593 19-04786-78877 22-04757-35090 22-04760-68174 22-04786-61946	Clement, Wayne COVID19: face masks (200) COVID19: face masks (200) COVID19: disposable protection shields (200) COVID19: face shields (200) COVID19: safety goggles (12) COVID19: coverall suit w/ hood (10) COVID19: safety goggles (2) COVID19: facemasks (400)	05/08/2020 COVID19: face masks (200) COVID19: face masks (200) COVID19: disposable protect COVID19: face shields (200) COVID19: safety goggles (12) COVID19: coverall suit w/ ho COVID19: safety goggles (2) COVID19: facemasks (400)	86.85 126.68 130.90 126.68 46.84 89.65 21.10 308.33
			Total for Check Number 65082:	937.03
65083	DELPUEB 04272020	Del Pueblo Tire Shop joe: repair tire	05/08/2020 joe: repair tire	10.00
			Total for Check Number 65083:	10.00
65084	GORENTER 5518	GO Renter rental assistance AW	05/08/2020 rental assistance AW	1,000.00
			Total for Check Number 65084:	1,000.00
65085	GFFA 05082020 KF	Guadalupe Firefighters Associa PR Batch 00808.05.2020 Kitty Fund	05/08/2020 PR Batch 00808.05.2020 Kitt	74.00
			Total for Check Number 65085:	74.00
65086	GFFA 05082020 UD	Guadalupe Firefighters Associa PR Batch 00808.05.2020 Union Dues	05/08/2020 PR Batch 00808.05.2020 Unic	165.00
			Total for Check Number 65086:	165.00
65087	LANGLINE 4816312	Language Line Services, Inc translation of proposition on ballot	05/08/2020 translation of proposition on b	54.00
			Total for Check Number 65087:	54.00
65088	NATWIDE 05082020	Nationwide Retirement Solution PR Batch 00808.05.2020 Nationwide (PEBSCO)	05/08/2020 PR Batch 00808.05.2020 Nati	465.00
			Total for Check Number 65088:	465.00
65089	NW-ASRS 05082020	Nationwide Retirement Solutions PR Batch 00808.05.2020 Nationwide ASRS	05/08/2020 PR Batch 00808.05.2020 Nati	121.01
			Total for Check Number 65089:	121.01
65090	PALS Apr 20	Pet & Animal Lovers Service dead animal pick up Apr 20	05/08/2020 dead animal pick up Apr 20	66.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 65090:	66.50
65091	PETTYC Apr 20	Petty Cash Fund, Town Hall certified letter: code enforcement	05/08/2020 petty cash disbursements Apr	14.90
			Total for Check Number 65091:	14.90
65092	SCHADE R7C176277 R7C176277 R7C176335 R7C176335	Riviera Finance % milk 4/24 % milk 4/24 % milk 4/29 % milk 4/29	05/08/2020 milk 4/24 milk 4/24 milk 4/29 milk 4/29	60.02 16.93 16.93 60.02
			Total for Check Number 65092:	153.90
65093	SHAMROCK 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470 20376470	Shamrock Foods Company % craberry juice, american cheese slices, sour cr % craberry juice, american cheese slices, sour cr % trash bags and mop heads % trash bags and mop heads % trash bags and mop heads % cutlery and lids % cutlery and lids % cutlery and lids % COVID19: foam containers & gloves % COVID19: foam containers & gloves % COVID19: foam containers & gloves	05/08/2020 kitchen, janitorial, and food pi kitchen, janitorial, and food pi	815.14 229.91 32.03 8.48 53.71 25.73 23.11 3.68 24.07 21.61 3.44
			Total for Check Number 65093:	1,240.91
65094	SSA 05082020	Social Security Administration PR Batch 00808.05.2020 Garnishment-SSA	05/08/2020 PR Batch 00808.05.2020 Garn	141.21
			Total for Check Number 65094:	141.21
65095	SUNSHINE 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792 8792	Sunshine Pest Control extermination services May 20 Maint yd extermination services May 20 TH extermination services May 20 Headstart outside extermination services May 20 Headstart inside extermination services May 20 Fire extermination services May 20 Stott/Biehn park extermination services May 20 library extermination services May 20 %sr center extermination services May 20 %sr center extermination services May 20 %sr center extermination services May 20 CAP extermination services May 20 straw bale house extermination services May 20 block house extermination services May 20 mercado	05/08/2020 extermination services May 21 extermination services May 21	118.62 60.00 50.00 13.29 26.80 50.00 25.70 5.19 5.19 5.19 70.02 50.00 50.00 135.00
			Total for Check Number 65095:	665.00
65096	TEWBILLS 04302020 05052020	Tempe, City of (Resident) water bills collected 4/30 water bills collected 5/5	05/08/2020 water bills collected 4/30 water bills collected 5/5	51.17 9.38
			Total for Check Number 65096:	60.55
65097	TEPEYAC 04292020	Tepeyac Graphics shirts for maint	05/08/2020 shirts for maint	19.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	04292020	shirts for maint	shirts for maint	19.46
	04292020	shirts for maint	shirts for maint	58.37
Total for Check Number 65097:				97.29
65098	UNSITE 114-10258490	United Site Services port a potty May 20	05/08/2020 port a potty May 20	166.71
Total for Check Number 65098:				166.71
65099	WAXIE 79109256 79124815 79130032	Waxie Sanitary Supply COVID19: spray bottles trash bags for shredder COVID19: hospital surface spray	05/08/2020 COVID19: spray bottles trash bags for shredder COVID19: hospital surface sp	8.97 32.98 201.05
Total for Check Number 65099:				243.00
65100	BOUNDTRE 83612930 83612930 83614567	Bound Tree Medical, LLC rolled gauze lifepak bateries COVID19: n95 masks (2 boxes)	05/15/2020 rolled gauze and lifepak batter rolled gauze and lifepak batter COVID19: n95 masks (2 boxe	112.46 1,257.40 61.74
Total for Check Number 65100:				1,431.60
65101	BUELNAFR 5636	Buelna, Francisco rental assistance RG	05/15/2020 rental assistance RG	950.00
Total for Check Number 65101:				950.00
65102	CNTRLINE 00088687	Centerline Supply West Inc speed bump striping: white paint and glass beads	05/15/2020 speed bump striping: white pa	228.06
Total for Check Number 65102:				228.06
65103	FAITH 1063207-2018 1063207-2018 1063207-2018 1063207-2018 1063207-2018 1063207-2018	Faith,Ledyard, Faith general attorney services Apr 20 TH general attorney services Apr 20 Court general attorney services Apr 20 office general attorney services Apr 20 % sr center general attorney services Apr 20 % sr center general attorney services Apr 20 % sr center	05/15/2020 general attorney services Apr general attorney services Apr	3,920.00 2,731.00 3.20 33.33 33.33 33.34
Total for Check Number 65103:				6,754.20
65104	GUADBN 9431	Guadalupe Barrio Nuevo rental assistance NV	05/15/2020 rental assistance NV	200.00
Total for Check Number 65104:				200.00
65105	JEFFERYE 003 003 003 003 003 003	Jeffery, Eric L judicial services 2/14 judicial services 4/22 judicial services 4/27 judicial services 05/04 judicial services 05/05 judicial services 05/06	05/15/2020 judicial services Feb-May 20 judicial services Feb-May 20	165.00 55.00 110.00 330.00 330.00 165.00
Total for Check Number 65105:				1,155.00
65106	KLEES 2637	Klee's Climate Control San Diego Bay: flip breaker	05/15/2020 San Diego Bay: flip breaker	65.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 65106:	65.00
65107	LANGLINE 4809659	Language Line Services, Inc interpretation services Apr 20	05/15/2020 interpretation services Apr 20	307.39
			Total for Check Number 65107:	307.39
65108	MCRECORE 20200394043	Maricopa Co Recorder's Office Garcia lien release	05/15/2020 Garcia lien release	15.00
			Total for Check Number 65108:	15.00
65109	MEZQUITA 05302020	Mezquita, Claudia refund security deposit 5/30 event cancelled	05/15/2020 refund security deposit 5/30 e	175.00
			Total for Check Number 65109:	175.00
65110	MYTEK 67370	Mytek Network Solutions balance of purchase: laptop	05/15/2020 balance of purchase: laptop	1,406.93
			Total for Check Number 65110:	1,406.93
65111	NATFIRE A-211981 A-211981 A-211981	National Fire Control % installaion of new smoke detectors % installaion of new smoke detectors % installaion of new smoke detectors	05/15/2020 installaion of new smoke dete installaion of new smoke dete installaion of new smoke dete	696.03 174.00 870.04
			Total for Check Number 65111:	1,740.07
65112	NUESTRAS 313	Nuestra Senora Apts rental assistance MP	05/15/2020 rental assistance MP	1,200.00
			Total for Check Number 65112:	1,200.00
65113	OFFDEPOT 467188150001 478667237001 478667398001	Office Depot ball point pens and dr grip pens freezer thermometer stapler, lettering tape, packing tape, and post its	05/15/2020 ball point pens and dr grip per freezer thermometer stapler, lettering tape, packing	27.76 21.70 101.27
			Total for Check Number 65113:	150.73
65114	RICOH 5059477603 5059477603	Ricoh USA, Inc copy machine maint May 20 copy overages Apr 20	05/15/2020 copy overages Apr 20 & copy copy overages Apr 20 & copy	44.75 194.89
			Total for Check Number 65114:	239.64
65115	RAD 0003039465 0003039465 0003039465 0003039465	Right Away Disposal trash service Apr 20 trash service Apr 20 extra container/delivery trash service Apr 20 recycle service fee trash service Apr 20 exchange fee	05/15/2020 trash service Apr 20 trash service Apr 20 trash service Apr 20 trash service Apr 20	21,456.04 4,864.00 1,027.14 2,430.07
			Total for Check Number 65115:	29,777.25
65116	SCHADE R7C176510 R7C176510	Riviera Finance % milk % milk	05/15/2020 milk milk	16.93 60.02
			Total for Check Number 65116:	76.95
65117	SRP999	Salt River Project	05/15/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	407-057-001	utility assistance SN	utility assistance SN	640.00
	549-417-003	utility assistance NV	utility assistance NV	150.00
Total for Check Number 65117:				790.00
65118	SHAMROCK	Shamrock Foods Company	05/15/2020	
	20397083	% magnetic knife holder, knife set, and frying pa	% magnetic knife holder, knif	206.69
	20397083	% magnetic knife holder, knife set, and frying pa	% magnetic knife holder, knif	51.67
	20397083	% magnetic knife holder, knife set, and frying pa	% magnetic knife holder, knif	258.36
	20397084	COVID19: masks	COVID19: masks	19.08
	20397084	COVID19: masks	COVID19: masks	3.03
	20397084	COVID19: masks	COVID19: masks	21.25
	20397085	% COVID19: t-shirt bags, storage bags, foam co	food, kitchen, and janitorial su	55.24
	20397085	% COVID19: t-shirt bags, storage bags, foam co	food, kitchen, and janitorial su	7.89
	20397085	% COVID19: t-shirt bags, storage bags, foam co	food, kitchen, and janitorial su	49.60
	20397085	% t-shirt bags, kitchen cutlery, hair nets, and wip	food, kitchen, and janitorial su	8.20
	20397085	% pinto beans, parmesan cheese, fruit for salad, 1	food, kitchen, and janitorial su	728.79
	20397085	% pinto beans, parmesan cheese, fruit for salad, 1	food, kitchen, and janitorial su	205.55
	20397085	% pine sol	food, kitchen, and janitorial su	10.16
	20397085	% pine sol	food, kitchen, and janitorial su	2.69
	20397085	% pine sol	food, kitchen, and janitorial su	17.03
	20397085	% t-shirt bags, kitchen cutlery, hair nets, and wip	food, kitchen, and janitorial su	57.40
	20397085	% t-shirt bags, kitchen cutlery, hair nets, and wip	food, kitchen, and janitorial su	51.55
	20397086	% COVID19: cranberry juice	cranberry juice & sour cream	16.01
	20397086	% cranberry juice & sour cream	cranberry juice & sour cream	9.27
	20397086	% cranberry juice & sour cream	cranberry juice & sour cream	32.86
	20397086	% COVID19: cranberry juice	cranberry juice & sour cream	4.52
Total for Check Number 65118:				1,816.84
65119	SIMSBS	Sims Business Systems	05/15/2020	
	158229	copy machine maint Apr - Jul 20	copy machine maint Apr - Jul	86.48
	159424	copy overages Apr 20	copy overages Apr 20	35.59
Total for Check Number 65119:				122.07
65120	SWGAS99	Southwest Gas Corporation	05/15/2020	
	421-0267337-022	utility assistance NV	utility assistance NV	100.00
Total for Check Number 65120:				100.00
65121	TE9999	Tempe, City of	05/15/2020	
	3654200000	utility assistance RT	utility assistance RT	640.00
Total for Check Number 65121:				640.00
65122	TEWBILLS	Tempe, City of (Resident)	05/15/2020	
	05122020	water bills collected 5/12	water bills collected 5/12	607.37
	05132020	water bills collected 5/13	water bills collected 5/13	130.95
Total for Check Number 65122:				738.32
65123	USBANK	US Bank Nat'l Assoc 94479021	05/15/2020	
	5716899	administration fees	administration fees	450.00
Total for Check Number 65123:				450.00
65124	WAXIE	Waxie Sanitary Supply	05/15/2020	
	79141929	toilet seat covers	toilet seat covers	36.54
Total for Check Number 65124:				36.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
65125	AMLEGALP 359	American Legal Publishing Corp 2020 s-1 supplement pages	05/22/2020 2020 s-1 supplement pages	3,720.00
Total for Check Number 65125:				3,720.00
65126	BOUNDTRE 83620553 83622556 83622557 83624663	Bound Tree Medical, LLC battery for life paks COVID19: N95 masks (200) electrodes and alcohol prep pads COVID19: n95 masks (40)	05/22/2020 battery for life paks COVID19: N95 masks (200) electrodes and alcohol prep pads COVID19: n95 masks (40)	1,257.40 308.73 367.04 61.74
Total for Check Number 65126:				1,994.91
65127	CASTORCA 09272019	Castorena, Cachi avenida de arte: security & crowd control 9/27 4.	05/22/2020 avenida de arte: security & cr	225.00
Total for Check Number 65127:				225.00
65128	CNTRLINE 00088733	Centerline Supply West Inc rental of striper	05/22/2020 rental of striper	146.61
Total for Check Number 65128:				146.61
65129	CHANMED Mar 20	Chandler Regional Medical Center pharmacy charges Mar 20	05/22/2020 pharmacy charges Mar 20	8.88
Total for Check Number 65129:				8.88
65130	CH 05222020 05222020	Clearinghouse PR Batch 00822.05.2020 Wage Assignment-CH PR Batch 00822.05.2020 Wage Assignment-CH	05/22/2020 PR Batch 00822.05.2020 Wag PR Batch 00822.05.2020 Wag	86.23 93.84
Total for Check Number 65130:				180.07
65131	COMMTIRE 8057589	Community Tire Pros & Auto Repair eone: new tires	05/22/2020 eone: new tires	3,917.06
Total for Check Number 65131:				3,917.06
65132	FUERTE 05202020	Fuerte, Esteban final payment for semester	05/22/2020 final payment for semester	800.00
Total for Check Number 65132:				800.00
65133	GUADBN 5803	Guadalupe Barrio Nuevo rental assistance CV	05/22/2020 rental assistance CV	1,500.00
Total for Check Number 65133:				1,500.00
65134	GFFA 05222020 KF	Guadalupe Firefighters Associa PR Batch 00822.05.2020 Kitty Fund	05/22/2020 PR Batch 00822.05.2020 Kitt	88.00
Total for Check Number 65134:				88.00
65135	GFFA 05222020 UD	Guadalupe Firefighters Associa PR Batch 00822.05.2020 Union Dues	05/22/2020 PR Batch 00822.05.2020 Unic	165.00
Total for Check Number 65135:				165.00
65136	MCHOUSIN 9242	Housing Authority of Maricopa County rental assistance LC	05/22/2020 rental assistance LC	500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 65136:	500.00
65137	LUNAT 05182020	Luna, Tony traffic control 5/18 for restriping Guadalupe & A	05/22/2020 traffic control 5/18 for restripi	450.00
			Total for Check Number 65137:	450.00
65138	NATWIDE 05222020	Nationwide Retirement Solution PR Batch 00822.05.2020 Nationwide (PEBSCO)	05/22/2020 PR Batch 00822.05.2020 Nati	465.00
			Total for Check Number 65138:	465.00
65139	NW-ASRS 05222020	Nationwide Retirement Solutions PR Batch 00822.05.2020 Nationwide ASRS	05/22/2020 PR Batch 00822.05.2020 Nati	121.01
			Total for Check Number 65139:	121.01
65140	NUESTRAS 107 214 303	Nuestra Senora Apts rental assistance LJ rental assistance EK rental assistance AR	05/22/2020 rental assistance LJ rental assistance EK rental assistance AR	700.00 700.00 750.00
			Total for Check Number 65140:	2,150.00
65141	OLIVER 87815 87815 87815	Oliver Pkg & Equipment Co % trays % trays % trays	05/22/2020 % trays % trays % trays	234.77 37.35 261.44
			Total for Check Number 65141:	533.56
65142	PYTHOUSE 6514	Pascua Yaqui Tribe Housing Dept rental assistance ME	05/22/2020 rental assistance ME	700.00
			Total for Check Number 65142:	700.00
65143	REYESARN 05152020	Reyes, Arnold vaou nawi basin: wall repair	05/22/2020 vaou nawi basin: wall repair	350.00
			Total for Check Number 65143:	350.00
65144	SSA 05222020	Social Security Administration PR Batch 00822.05.2020 Garnishment-SSA	05/22/2020 PR Batch 00822.05.2020 Garr	139.28
			Total for Check Number 65144:	139.28
65145	STAPLEBA 3447024679 3447024679 3447024679	Staples Contract & Commercial, Inc cardstock toner pencils and cable ties	05/22/2020 pencils, cable ties, cardstock, ; pencils, cable ties, cardstock, ; pencils, cable ties, cardstock, ;	7.08 40.08 15.66
			Total for Check Number 65145:	62.82
65146	BRATTA 05192020	Bratt, Aaron graduation parade: traffic control 5/19	05/29/2020 graduation parade: traffic cont	200.00
			Total for Check Number 65146:	200.00
65147	CASTORCA 05192020 05222020	Castorena, Cachi graduation parade: traffic control 5/19 off duty 5/22 graduation parties	05/29/2020 graduation parade: traffic cont off duty 5/22 graduation parties	200.00 200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 65147:	400.00
65148	CINTAS 5017350822 5017350822 5017350822 5017350822 5017350822	Cintas Corporation refill first aid cabinet May 20 % sr center refill first aid cabinet May 20 % sr center refill first aid cabinet May 20 % sr center refill first aid cabinet May 20 CAP refill first aid cabinet May 20 TH	05/29/2020 refill first aid cabinet May 20 refill first aid cabinet May 20	61.82 55.51 8.84 187.29 31.80
			Total for Check Number 65148:	345.26
65149	DAILYJOU A3363326 A3365034	Daily Journal Corporation advertising resolution R2020.13 advertising Ordinance O2020.22	05/29/2020 advertising resolution R2020. advertising Ordinance O2020.	1.91 2.11
			Total for Check Number 65149:	4.02
65150	ELIZARRA 05222020	Elizarraras, Irving off duty 5/22 graduation parties	05/29/2020 off duty 5/22 graduation parti	200.00
			Total for Check Number 65150:	200.00
65151	GUADBN 9432	Guadalupe Barrio Nuevo rental assistance RA	05/29/2020 rental assistance RA	1,644.00
			Total for Check Number 65151:	1,644.00
65152	LIQUID SVC0749252 SVC0749252	Liquid Environmental Solutions of AZ, LLC % grease trap disposal 5/18 % grease trap disposal 5/18	05/29/2020 % grease trap disposal 5/18 % grease trap disposal 5/18	30.23 30.22
			Total for Check Number 65152:	60.45
65153	PICKERIN 05192020	Pickering, Joshua graduation parade: traffic control 5/19	05/29/2020 graduation parade: traffic cont	200.00
			Total for Check Number 65153:	200.00
65154	PLUMBING 88583	Plumbing Masters LLC repair @ alley on calle iglesia & maravilla	05/29/2020 repair @ alley on calle iglesia	15,819.00
			Total for Check Number 65154:	15,819.00
65155	SCHADE R7C176443 R7C176443 R7C176599 R7C176599	Riviera Finance % milk 5/7 % milk 5/7 % milk 5/20 % milk 5/20	05/29/2020 milk 5/7 milk 5/7 milk 5/20 milk 5/20	20.78 56.17 20.78 56.17
			Total for Check Number 65155:	153.90
65156	RUTLEDGE 05222020	Rutledge, Adam off duty 5/22 graduation parties	05/29/2020 off duty 5/22 graduation parti	200.00
			Total for Check Number 65156:	200.00
65157	SANDVERO 05192020	Sandoval, Veronica Marisol graduation parade: traffic control 5/19	05/29/2020 graduation parade: traffic cont	200.00
			Total for Check Number 65157:	200.00
65158	SONORAQ	Sonora Quest	05/29/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	700111001029113	needle stick lab work RJ 10.21.19	needle stick lab work RJ 10.2	495.58
Total for Check Number 65158:				495.58
65159	STAPLES 3447379770 3447379776	Staples Business Advantage magnets ethernet cables	05/29/2020 magnets ethernet cables	21.21 42.85
Total for Check Number 65159:				64.06
65160	TCI 34724 34724 34724 34724 34724 34724 34724 34795 34795 34795 34795 34795 34795 34795	TCI Security alarm monitoring Apr 20 alarm monitoring May 20	05/29/2020 alarm monitoring Apr 20 alarm monitoring May 20	8.95 14.28 8.95 8.95 24.28 67.12 8.95 8.95 8.95 67.12 24.28 14.28
Total for Check Number 65160:				265.06
65161	FOLKLOR 02082020	Vacaneri, Frances Dia de Guadalupe: ballet folklorico performance	05/29/2020 Dia de Guadalupe: ballet folklorico performance	150.00
Total for Check Number 65161:				150.00
65162	WAXIE 79187685 79187714	Waxie Sanitary Supply COVID19: hand sanitizer hand soap	05/29/2020 COVID19: hand sanitizer hand soap	36.88 62.98
Total for Check Number 65162:				99.86
65163	WESTTECH 21800208	Western Technologies Old Town Hall: comprehensive NESHAP asbest	05/29/2020 Old Town Hall: comprehensive	3,540.00
Total for Check Number 65163:				3,540.00
5202001	ALLSTREA 16791595	Allstream local telephone service Apr 20 local telephone service Apr 20	05/31/2020 local telephone service Apr 20 local telephone service Apr 20	81.45 79.12 54.29 81.44 13.57 44.04 13.66 41.08 13.85 16.59 27.15 27.15 71.65 27.15 95.02 295.81 8.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 5202001:	991.73
5202002	AZDOR Apr 20	AZ Department of Revenue mercado sales tax Apr 20	05/31/2020 mercado sales tax Apr 20	141.67
			Total for Check Number 5202002:	141.67
5202003	AZSRS	AZ State Retirement System	05/31/2020	
	05082020	PR Batch 00808.05.2020 Long Term Disability	PR Batch 00808.05.2020 Reti	43.99
	05082020	PR Batch 00808.05.2020 Long Term Disability I	PR Batch 00808.05.2020 Reti	43.99
	05082020	PR Batch 00808.05.2020 Retirement-ASRS	PR Batch 00808.05.2020 Reti	3,090.14
	05082020	PR Batch 00808.05.2020 Retirement-ASRS-Emj	PR Batch 00808.05.2020 Reti	3,090.14
	05082020	PR Batch 00808.05.2020 Alternate Contribution	PR Batch 00808.05.2020 Reti	539.87
	05222020	PR Batch 00822.05.2020 Alternate Contribution	PR Batch 00822.05.2020 Reti	546.79
	05222020	PR Batch 00822.05.2020 Long Term Disability	PR Batch 00822.05.2020 Reti	43.84
	05222020	PR Batch 00822.05.2020 Long Term Disability 2	PR Batch 00822.05.2020 Reti	0.57
	05222020	PR Batch 00822.05.2020 Long Term Disability I	PR Batch 00822.05.2020 Reti	43.84
	05222020	PR Batch 00822.05.2020 Long Term Disability 1	PR Batch 00822.05.2020 Reti	0.57
	05222020	PR Batch 00822.05.2020 Retirement-ASRS	PR Batch 00822.05.2020 Reti	3,079.98
	05222020	PR Batch 00822.05.2020 Retirement-20/20 ASR	PR Batch 00822.05.2020 Reti	40.12
	05222020	PR Batch 00822.05.2020 Retirement-ASRS-Emj	PR Batch 00822.05.2020 Reti	3,079.98
	05222020	PR Batch 00822.05.2020 Retirement-20/20 ASR	PR Batch 00822.05.2020 Reti	40.12
			Total for Check Number 5202003:	13,683.94
5202004	BLUECBS	Blue Cross/Blue Shield of AZ	05/31/2020	
	May 20	health insurance May 20	health insurance May 20	418.80
	May 20	health insurance May 20	health insurance May 20	121.03
	May 20	health insurance May 20	health insurance May 20	3,514.77
	May 20	health insurance May 20	health insurance May 20	1,815.39
	May 20	health insurance May 20	health insurance May 20	121.03
	May 20	health insurance May 20	health insurance May 20	564.78
	May 20	health insurance May 20	health insurance May 20	167.51
	May 20	health insurance May 20	health insurance May 20	2,027.98
	May 20	health insurance May 20	health insurance May 20	444.00
	May 20	health insurance May 20	health insurance May 20	442.46
	May 20	health insurance May 20	health insurance May 20	689.13
	May 20	health insurance May 20	health insurance May 20	911.73
	May 20	health insurance May 20	health insurance May 20	83.76
	May 20	health insurance May 20	health insurance May 20	906.80
	May 20	health insurance May 20 ee dep	health insurance May 20	1,278.60
	May 20	health insurance May 20 ee	health insurance May 20	233.34
	May 20	health insurance May 20	health insurance May 20	806.84
	May 20	health insurance May 20	health insurance May 20	1,689.96
	May 20	health insurance May 20	health insurance May 20	1,112.00
			Total for Check Number 5202004:	17,349.91
5202005	CENTURY Apr 20 FF Apr 20 TH	Centurylink dedicated line Apr 20 FF alarm pad Apr 20 TH	05/31/2020 dedicated line Apr 20 FF alarm pad Apr 20 TH	85.29 56.72
			Total for Check Number 5202005:	142.01
5202006	CHASE Apr 20 BC Apr 20 CT1 Apr 20 CT2 Apr 20 TH	Chase Bank bank charges Apr 20 credit card machine fees Apr 20 CT1 credit card machine fees Apr 20 CT2 credit card machine fees Apr 20 TH	05/31/2020 bank charges Apr 20 credit card machine fees Apr 2 credit card machine fees Apr 2 credit card machine fees Apr 2	183.99 35.42 47.78 47.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 5202006:	314.85
5202007	CHASEMC	Chase Card Services	05/31/2020	
	Apr 20	toilet paper	credit card purchases Apr 20	648.34
	Apr 20	membership renewal TOG Costco	credit card purchases Apr 20	64.86
	Apr 20	membership renewal staff Costco	credit card purchases Apr 20	324.30
	Apr 20	office delivery of water Mar 20	credit card purchases Apr 20	10.55
	Apr 20	alarm monitoring Apr 20	credit card purchases Apr 20	32.00
	Apr 20	COVID19: fabric for facemasks	credit card purchases Apr 20	62.37
	Apr 20	water	credit card purchases Apr 20	6.09
	Apr 20	trash bags, vinegar, water, and clr cleaner	credit card purchases Apr 20	24.88
	Apr 20	COVID19: hand sanitizing wipes, ear thermomet	credit card purchases Apr 20	1,191.28
	Apr 20	service call to snake urinal and camera line	credit card purchases Apr 20	638.95
	Apr 20	ems bags and heavy duty cases for ipads	credit card purchases Apr 20	336.63
	Apr 20	COVID19: infrared thermometers	credit card purchases Apr 20	199.36
	Apr 20	access to secure email	credit card purchases Apr 20	6.38
	Apr 20	backhoe repair: lock, snap ring, pin fastener, and	credit card purchases Apr 20	396.01
	Apr 20	flowers and card	credit card purchases Apr 20	48.85
	Apr 20	olives, lettuce, tomatoes, bbq sauce, gelatin, and	credit card purchases Apr 20	27.58
	Apr 20	olives, lettuce, tomatoes, bbq sauce, gelatin, and	credit card purchases Apr 20	7.79
	Apr 20	janitorial: mr. clean magic eraser & simple green	credit card purchases Apr 20	20.50
	Apr 20	sm tools: bottom loading water cooler	credit card purchases Apr 20	181.87
	Apr 20	office: HDMI extender & gel pens	credit card purchases Apr 20	60.06
	Apr 20	COVID19: face masks	credit card purchases Apr 20	204.85
	Apr 20	bridge phone for conference calls	credit card purchases Apr 20	941.17
			Total for Check Number 5202007:	5,434.67
5202008	COX	Cox Communications, Inc	05/31/2020	
	FF May 20	tv & internet service FF May 20	tv & internet service FF May 20	132.81
	SC May 20	tv service SC May 20	tv service SC May 20	31.10
	TH May 20	internet service TH May 20	internet service TH May 20	143.00
			Total for Check Number 5202008:	306.91
5202009	GENUINE	Genuine Parts Co	05/31/2020	
	4851-059424	narciso: battery warranty adjustment	battery warranty adjustment, t	35.94
	4851-059424	shop: transmission fluid, antifreeze, and gloves	battery warranty adjustment, t	70.85
	4851-061320	trailer: battery	trailer: battery	92.04
			Total for Check Number 5202009:	198.83
5202010	METLIFE	Metropolitan Life Ins Co	05/31/2020	
	May 20	dental insurance May 20	dental insurance May 20	27.67
	May 20	dental insurance May 20	dental insurance May 20	36.92
	May 20	dental insurance May 20	dental insurance May 20	36.75
	May 20	dental insurance May 20	dental insurance May 20	13.84
	May 20	dental insurance May 20	dental insurance May 20	4.15
	May 20	dental insurance May 20	dental insurance May 20	132.28
	May 20	dental insurance May 20	dental insurance May 20	62.25
	May 20	dental insurance May 20	dental insurance May 20	4.15
	May 20	dental insurance May 20	dental insurance May 20	19.38
	May 20	dental insurance May 20	dental insurance May 20	5.53
	May 20	dental insurance May 20	dental insurance May 20	71.28
	May 20	dental insurance May 20	dental insurance May 20	15.52
	May 20	dental insurance May 20	dental insurance May 20	15.50
	May 20	dental insurance May 20	dental insurance May 20	23.80
	May 20	dental insurance May 20	dental insurance May 20	33.55
	May 20	dental insurance May 20	dental insurance May 20	2.77
	May 20	dental insurance May 20	dental insurance May 20	24.29

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	May 20	dental insurance May 20 ee dep	dental insurance May 20	130.63
Total for Check Number 5202010:				660.26
5202011	PRTAXF	PAYROLL TAXES-FEDERAL	05/31/2020	
	05082020	FICA Tax: 5/8 payroll	federal taxes 5/8 payroll	7,037.64
	05082020	Medicare Tax: 5/8 payroll	federal taxes 5/8 payroll	1,645.94
	05082020	Federal Tax: 5/8 payroll	federal taxes 5/8 payroll	3,936.94
	05222020	FICA Tax: 5/22 payroll	fed taxes 5/22 payroll	7,540.38
	05222020	Medicare Tax: 5/22 payroll	fed taxes 5/22 payroll	1,763.46
	05222020	Federal Tax: 5/22 payroll	fed taxes 5/22 payroll	3,559.61
Total for Check Number 5202011:				25,483.97
5202012	PRTAXS	PAYROLL TAXES-STATE	05/31/2020	
	05082020	State Tax: 5/8 payroll	state taxes 5/8 payroll	1,604.00
	05222020	State Tax: 5/22 payroll	state taxes: 5/22 payroll	1,680.52
Total for Check Number 5202012:				3,284.52
5202013	PITBOWSU	Pitney Bowes Inc	05/31/2020	
	1015552386	% postage ink May 20	postage ink May 20	0.85
	1015552386	% postage ink May 20	postage ink May 20	36.48
	1015552386	% postage ink May 20	postage ink May 20	30.22
	1015552386	% postage ink May 20	postage ink May 20	9.49
	1015552386	% postage ink May 20	postage ink May 20	4.63
	1015552386	% postage ink May 20	postage ink May 20	7.39
Total for Check Number 5202013:				89.06
5202014	PSPRS	Public Safety Personnel Retire	05/31/2020	
	05082020	PR Batch 00808.05.2020 Retirement-PSPRS-Err	PR Batch 00808.05.2020 Reti	6,443.24
	05082020	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00808.05.2020 Reti	-201.64
	05082020	PR Batch 00808.05.2020 Retirement-PSPRS	PR Batch 00808.05.2020 Reti	1,553.35
	05222020	PR Batch 00822.05.2020 Retirement-PSPRS-Err	PR Batch 00822.05.2020 Reti	5,693.26
	05222020	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00822.05.2020 Reti	-201.64
	05222020	PR Batch 00822.05.2020 Retirement-PSPRS	PR Batch 00822.05.2020 Reti	1,350.85
Total for Check Number 5202014:				14,637.42
5202015	SRP1277	Salt River Project	05/31/2020	
	Apr 20	utility: electricity Apr 30 mercado security lights	utility: electricity Apr 20	237.80
	Apr 20	utility: electricity Apr 30 fire security lights	utility: electricity Apr 20	16.77
	Apr 20	utility: electricity Apr 30 mercado	utility: electricity Apr 20	1,799.17
	Apr 20	utility: electricity Apr 30 maint yd	utility: electricity Apr 20	128.17
	Apr 20	utility: electricity Apr 30 sewer metering station	utility: electricity Apr 20	33.24
	Apr 20	utility: electricity Apr 30 ret basin @ guadalupe	utility: electricity Apr 20	32.39
	Apr 20	utility: electricity Apr 30 street lights	utility: electricity Apr 20	271.02
	Apr 20	utility: electricity Apr 30 biehn park lights	utility: electricity Apr 20	604.07
	Apr 20	utility: electricity Apr 20 stott park	utility: electricity Apr 20	462.71
	Apr 20	utility: electricity Apr 20 straw bale house maint	utility: electricity Apr 20	49.23
	Apr 20	utility: electricity Apr 20 stott park restrooms	utility: electricity Apr 20	38.66
	Apr 20	utility: electricity Apr 20 biehn park restrooms	utility: electricity Apr 20	32.56
	Apr 20	utility: electricity Apr 20 sprinklers @ street	utility: electricity Apr 20	31.80
	Apr 20	utility: electricity Apr 20 marquee	utility: electricity Apr 20	84.43
	Apr 20	utility: electricity Apr 20 cemetery	utility: electricity Apr 20	31.81
	Apr 20	utility: electricity Apr 20 biehn park security/stre	utility: electricity Apr 20	245.23
	Apr 20	utility: electricity Apr 20 fire dept	utility: electricity Apr 20	290.01
	Apr 20	utility: electricity Apr 20 %sr center	utility: electricity Apr 20	131.99
	Apr 20	utility: electricity Apr 20 %sr center	utility: electricity Apr 20	32.99
	Apr 20	utility: electricity Apr 20 %sr center	utility: electricity Apr 20	164.97



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 5202018:	3,978.14
5202019	VERIZON	Verizon Wireless	05/31/2020	
	9851893489	marquee data usage Mar 20	ell phone usage Mar 20	38.01
	9851893489	maint cell phone usage Mar 20	ell phone usage Mar 20	102.97
	9851893489	court cell phone usage Mar 20	ell phone usage Mar 20	61.64
	9851893489	court cell phone case & screen Mar 20	ell phone usage Mar 20	49.61
	9853952551 adj	credit adjustment Apr 20	credit adjustment Apr 20	-50.00
			Total for Check Number 5202019:	202.23
5202020	WEX	WEX Bank	05/31/2020	
	65287785	gas expenses Apr 20 Fire	gas expenses Apr 20	722.27
	65287785	gas expenses Apr 20 Maint	gas expenses Apr 20	594.15
	65287785	gas expenses Apr 20 % sr center @ 25%	gas expenses Apr 20	5.57
	65287785	gas expenses Apr 20 % sr center @ 75%	gas expenses Apr 20	16.74
	65287785	rebate Apr 20	gas expenses Apr 20	-5.33
	65287785	gas expenses Apr 20 CAP	gas expenses Apr 20	42.45
			Total for Check Number 5202020:	1,375.85
			Report Total (122 checks):	419,018.91