Amendment #1 - 07/07/2022 - Removed Item from the Regular Agenda
Amendment #2 - 07/07/2022 - Added Consent Agenda Item 3p

City of Avondale

City Council Meeting

Monday, July 11, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager

Tracy Stevens, Acting Assistant City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323

Amendment #1 - 07/07/2022 - Removed Item from the Regular Agenda
Amendment #2 - 07/07/2022 - Added Consent Agenda Item 3p

City Council Meeting
Notice & Agenda
Monday, July 11, 2022

CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

SPECIAL MEETING
5:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. NEW EMPLOYEE INTRODUCTIONS
The following employees will be introduced to the City Council. This item is for discussion only.

City Clerk's Office

- Chris Pierson - City Clerk Specialist

Finance and Budget

- Aneyssa Romo - Budget Analyst
- Hortencia Reyes - Accounting Specialist

Office of Public Safety

- Gabrielle Bobinsky - Community Outreach Coordinator

3. LEGISLATIVE UPDATE
Staff will provide a legislative update to City Council. This item is for discussion only.

4. MINUTES
City Council will consider a request to approve the May 16, 2022, June 6, 2022, and June 13, 2022 City Council meeting minutes. The Council will take appropriate action.

5. ADJOURNMENT INTO EXECUTIVE SESSION
City Council will consider a request to adjourn the Special Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Judge's annual evaluation.

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should email a Request to Speak to PublicComment@AvondaleAZ.gov prior to consideration of that agenda item.

REGULAR MEETING
6:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

3. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. SERIES 10 (BEER AND WINE STORE) LIQOUR LICENSE FOR QUICK STOP SHOP

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Craig Miller for the sale of beer and wine at Quick Stop Shop located at 127 West Main Street and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - FIRST WATCH RESTAURANT #498

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Joanne Karen Feinstein for the sale of alcohol at First Watch Restaurant #498 located at 10485 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - BACKSTREET ASIA

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Lindsay Hansen Manchua for the sale of alcohol at Backstreet Asia located at 965 East Van Buren Street #124 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. VEHICLE PURCHASE BUDGET AND AWARD AUTHORITY

City Council will consider a request to: (a) approve a budget amendment in the amount of $844,000 from the Unanticipated Revenue line item for the purpose of ordering replacement vehicles scheduled for FY2024; (b) authorize administrative award authority for the outlined vehicle purchases; and (c) direct City staff to take appropriate action. The Council will take appropriate action.

e. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2022-2023 FUNDING RECOMMENDATIONS

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $200,000 Contributions Assistance Program fund. The Council will take appropriate action.

f. FAIRWAY COMMERCE CENTER - RE-PLAT - APPLICATION PL-22-0099

City Council will consider a request by Matt Kuehn, for approval of a Re-Plat. The proposed Re-Plat combines two (2) parcels into a 25.56 net-acre parcel, dedicates 0.465 acres of right-of-way, dedicates an eight (8) foot Public Utility Easement (PUE) along Fairway Drive, and dedicates a sidewalk easement along both Fairway Drive and Corporate Drive. The site is located at the northeast corner of Fairway Drive and Corporate Drive. Council will take appropriate action.

g. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2022-2023

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2022-2023 in the amount of $408,745; (b) a Vehicle Lease Agreement in the amount of $6; (c) adopt an itemized budget for the Senior Center Program; (d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (e) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH CRAIG L. JENNINGS (PRESIDING JUDGE)

City Council will consider a request to approve the reappointment and employment agreement with Craig L. Jennings (Presiding Judge) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1047-0722 - EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

City Council will consider a request to adopt Resolution 1047-0722, approving the Employment Agreement with Nicholle Harris as City Attorney and authorizing the Mayor, Special Legal Counsel and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 1048-0722 - FIRST THINGS FIRST GRANT RENEWAL

City Council will consider a request to adopt Resolution 1048-0722, authorizing a grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive $200,000 in funding and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1049-0722 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR COMMUNITY ACTION PROGRAM SERVICES

City Council will consider a request to adopt Resolution 1049-0722, approving the Intergovernmental Agreement for services between Maricopa County administered by its Human Services Department and the City of Avondale, for the provision of the Community Action Program (CAP) services, and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 1050-0722 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – TRANSIT SERVICES

City Council will consider a request to adopt Resolution 1050-0722, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2023 (Contact # 106-75-2023) relating to public transportation services and authorize the Mayor or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 1051-0722 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RPTA – PARK AND RIDE

City Council will consider a request to adopt Resolution 1051-0722, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2023 (Contract # 106-75-2023-01-TC) relating to the design and construction of the Avondale Transit Center and Park and Ride, and authorize the Mayor or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. RESOLUTION 1052-0722 - FOURTH AMENDMENT INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR SHELTER AND HOMELESS SUPPORT SERVICES

City Council will consider a request to adopt Resolution 1052-0722 and approve the Fourth Amendment to an intergovernmental agreement with the Maricopa County Human Services Department for a grant in the amount of $107,500 for the provision of emergency shelter services, outreach, and case management to individuals and families experiencing homelessness in Avondale, and authorize the Mayor, Acting City Manager and City Clerk to execute the necessary documents and amendments. The Council will take the appropriate action.

o. ORDINANCE 2043-0722 - AMENDMENT TO CITY CODE CHAPTER 23 TRAFFIC, SECTION 23-56

City Council will consider a request to adopt Ordinance 2043-0722, amending City Code Chapter 23, Traffic, Section 23-56 (Definitions; Prima Facie Evidence; Separate Offense) and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. ORDINANCE 2045-0722 - AMENDMENT TO CITY CODE - CITY AUDITOR

City Council will consider a request to: (a) adopt Ordinance 2045-0722, approving changes to the city code related to the creation of the Office of the City Auditor and the position of City Auditor; (b) and authorize staff to transfer budget from the City Administration Department budget and contingency as necessary to establish the budget for the office; and (c) authorize the Mayor, Acting City Manager, City Attorney and City Clerk to take the necessary steps and execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2044-0722 – MAJOR AMENDMENT TO THE GRIFFITH COMMERCE PARK PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-22-0034

City Council will hold a public hearing and consider a request to adopt 2044-0722, approving a request by Andy Jochums of Beus Gilbert McGroder PLLC, for a Major Amendment to the Griffith Commerce Park Planned Area Development (PAD); a proposed Major PAD Amendment to allow an auto body repair and paint facility to be permitted on Parcel J of the PAD development plan, also identified as Lot 12 of the recorded “Final Plat for Griffith Commerce Park” subdivision. This parcel consists of 2.11 net acres of vacant land located at the southwest corner of 105th Avenue and Roosevelt Street. Permitted uses on other parcels within the Griffith Commerce Park PAD are not modified by the proposed Amendment. The Council will take appropriate action.

b. RESOLUTION 1053-0722 - SETTING THE FISCAL YEAR 2023 PRIMARY AND SECONDARY PROPERTY TAX

City Council will consider a request to adopt Resolution 1053-0722, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2023 and authorize the Mayor, Acting City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03(A)(1) for the purpose of reviewing applications and discussing candidates for further consideration for the position of City Manager; and (ii) Ariz. Rev. Stat. § 38-431.03(A)(4) for discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the Claim of Kenosha Skinner.

Council Members of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo.Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Item Number: 3.

CITY COUNCIL REPORT

SUBJECT: Legislative Update

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Marshall Pimentel, Intergovernmental Affairs Administrator, (623) 333-1027

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:
Connected Community

PURPOSE:
Staff will provide a legislative update to City Council. This item is for discussion only.

BACKGROUND:
State legislation often has an impact on municipal operations. Therefore, bills considered during the 2022 Legislative Session will be discussed as will upcoming priorities.

DISCUSSION:
The Arizona Legislature began it's second session of the 55th Legislature on Monday, January 10th and adjourned Sine Die on Saturday, June 25th. Legislators spent a total of 166 days in session and passed 397 of the 1,851 bills that were introduced. An $18 billion bipartisan state budget was approved.

BUDGET IMPACT:
No budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution:

Item Number: 4.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Cherlene Penilla, Acting City Manager, 623-333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes, which includes a summary of the meeting. The minutes are posted online where residents can access and read the summary. The minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the May 16, 2022, June 6, 2022, and June 13, 2022 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the May 16, 2022, June 6, 2022, and June 13, 2022 City Council meeting minutes.

Contact person for document distribution: *Chris Pierson*

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
May 16, 2022

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 5:34 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members Tina Conde, Bryan Kilgore, Curtis Nielson, Mike Pineda, and Gloria Solorio.

Note: Council Member Nielson arrived at the meeting at 5:35.

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director*; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development and Engineering Services Interim Director; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

**Attended the meeting virtually through the Zoom Meeting Platform.*

Audience: Approximately 15 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PROCLAMATION - NATIONAL PUBLIC WORKS WEEK

The City Council presented a proclamation recognizing May 15 through May 21, 2022, as National Public Works Week. This item was for discussion only.

3. MAYOR MARIE LOPEZ ROGERS SCHOLARSHIP ART CONTEST RECOGNITION

The City Council received an update from staff regarding the Mayor Marie Lopez Rogers Scholarship Art Contest. This item was for discussion only.

Pier Simeri, Marketing and Public Relations Director, provided an update on the scholarship process and progress. The program launched in launched in 2011 when Council Member Kilgore was Chair of AMAC. It is funded by the Art Committee in the amount of $5,000 per year. To date, they have funded $45,000 in scholarships. The first show had 7 entries, with 30 total submissions in 2022. Total participation consists of 254 students from five high schools. Former Avondale Mayor, Marie Lopez Rogers, for whom the contest is named after, has sought to rename the scholarship in Bryan Kilgore's name and the Art Committee will be asked to honor this name change request.

Council Member Kilgore spoke about his experiences in art, including a personal scholarship that derived from one of his artworks in high school. Having served on the committee and sharing his idea for the Avondale school scholarship, he credited the Council Members at the time for voting to approve the program. He appreciates the fact that students must take action and be creative to participate.

Council Members spoke words of appreciation and approval of the program.

4. MORALE BOOSTER ADVISORY (MBA) COMMITTEE UPDATE

The City Council received an update from staff regarding the Morale Booster Advisory (MBA) Committee. This item was for discussion only.

Linda Mendenhall, Deputy City Clerk, provided an overview of the MBA Committee, which was established in Fiscal Year 2007/2008 with a goal to boost employee morale and foster engagement among employees. She reviewed a list of several engagement events, introduced committee members, and discussed upcoming events. Two contests winners were recognized.

Council Members acknowledged Ms. Mendenhall's time with the City, as she has taken a position as Town Clerk of Fountain Hills. Council Members spoke words of appreciation on her impending departure.

5. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the Special Meeting; Council Member Kilgore seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 6:25 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:25 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection in remembrance of the people of Buffalo.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members Tina Conde, Bryan Kilgore, Curtis Nielson, Mike Pineda, and Gloria Solorio.

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director*; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development and Engineering Services Interim Director; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately five members of the public were present.

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Council Member Nielson requested agenda item 3i be removed from the Consent Agenda to be considered separately. Motion was made by Vice Mayor Malone, seconded by Council Member Nielson, to approve the Consent Agenda with the exception of agenda item 3i.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Abstain *(a vote in the affirmative)*
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the April 4, 2022 City Council meeting minutes.

b. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - LAMS MARKET
City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Max Phat Lam for the sale of alcohol at Lams Market located at 11575 West Van Buren Street in Avondale and authorized the City Clerk to execute the necessary documents.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - THE SPOT IN AVONDALE
City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Letitia Torres for the sale of alcohol at The Spot in Avondale located at 214 East Western Avenue in Avondale and authorized the City Clerk to execute the necessary documents.

d. BUDGET AMENDMENT - FUND TRANSFERS
City Council approved a request to amend the Fiscal Year 2022 budget and authorized interfund transfers to facilitate the closure of various funds that are no longer needed, correct historical coding errors, and prepare for the close of the fiscal year and corresponding debt service payments and authorized staff to execute the necessary documents.

e. AWARD AUTHORITY AMENDMENT FOR THE SOUTHWEST FAMILY ADVOCACY CENTER LEASE
City Council approved a request to amend the Administrative Award Authority for the Family Advocacy Center building lease for FY2021-2022 and authorized the Mayor, or Acting City Manager, and City Clerk to execute the necessary documents.

f. AWARD AUTHORITY AMENDMENT FOR BANKING SERVICE FEES
City Council approved a request to amend the Administrative Award Authority for banking service fees for FY2021-2022 and authorized the Mayor or Acting City Manager and City Clerk to execute the necessary documents.

g. ACCEPTANCE OF ADDITIONAL PROP 302 REVENUE
City Council approved a request to increase the Prop 302 Tourism Fund 22745001-61900 in the amount of $48,000 and authorized the Mayor or Acting City Manager and City Clerk to execute the necessary documents.

h. PROFESSIONAL SERVICES TASK ORDERS FOR WELL 25 REHABILITATION AND WELL 26 REPLACEMENT
City Council approved an amendment for Task Orders 7 and 8 to the Professional Services Agreement with Carollo Engineers, Inc. for design and inspection services for the Well 25 Rehabilitation and Well 26 Replacement Projects in advance of the FY2023 Budget award, using realized operational savings in the amount of $205,726, create the necessary budget transfers, and authorized the Mayor, or Acting City Manager and City Clerk to execute the necessary documents.

i. STARBUCKS – AVONDALE GATEWAY RE-PLAT – APPLICATION PL-22-0013
This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

j. FIRST AMENDMENT TO CONTRACT FOR SERVICES AND AMENDMENT TO LEASE AGREEMENT- AREA AGENCY ON AGING FISCAL YEAR 2021-2022

City Council approved a request to: (a) approve an amendment to the current contract with Area Agency on Aging (AAA) for fiscal year 2021-2022 to receive additional funding in the amount of $10,000 for the Congregate Meal Program; (b) amended the current lease agreement with Area Agency on Aging (AAA) for fiscal year 2021-2022 to receive an additional 12 passenger vehicle in exchange for $1 lease fee; and (c) authorized the City Manager and City Clerk to execute the necessary documents.

k. RESOLUTION 1032-0522 - AMENDMENT NO. 9 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT

City Council adopted Resolution 1032-0522, approving Amendment No. 9 of the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department for the provision of the Community Action Program (CAP) services, and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

l. RESOLUTION 1033-0522 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES

City Council adopted Resolution 1033-0522 - an Intergovernmental Agreement (IGA) with the Maricopa County, Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator and Youth Workforce Advisor and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

m. RESOLUTION 1034-0522- FIRST AMENDMENT TO THE FUNDING AGREEMENT WITH MARICOPA COMMUNITY COLLEGE DISTRICT FOUNDATION FOR THE AVONDALE EDGE EMCC SCHOLARSHIP FUND

City Council adopted Resolution 1034-0522, approving the First Amendment to the Funding Agreement between the City of Avondale and the Maricopa Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund, and authorized the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents.

n. RESOLUTION 1035-0522 - AUTHORIZING BANKING & INVESTING AUTHORITY

City Council adopted Resolution 1035-0522, authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

o. RESOLUTION 1036-0522 - "BUCKLE UP ARIZONA... IT'S THE LAW!" - GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT ACCEPTANCE
City Council adopted Resolution 1036-0522, authorizing a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of $3,000, which will support the Police Department's funding of Arizona's safety belt and child passenger safety laws through overtime expenses. This campaign "Buckle Up Arizona…It's the Law!" is part of the national "Click it or Ticket" campaign and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

p. ORDINANCE 2035-0522 - AMENDING CHAPTER 2 OF CITY CODE, RELATING TO THE CITY ATTORNEY'S OFFICE
City Council adopted Ordinance 2035-0522, approving changes to the City Code related to the City Attorney's Office and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

q. ORDINANCE 2036-0522 - AMENDING CHAPTER 2 OF CITY CODE, RELATING TO THE MERIT SYSTEM AND RISK AND INDEMNIFICATION
City Council adopted Ordinance 2036-0522, approving changes to the City Code related to the merit system and risk and Indemnification and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

THE FOLLOWING ITEM WAS PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY:

i. STARBUCKS - AVONDALE GATEWAY RE-PLAT - APPLICATION PL-22-0013
City Council considered a request by George Morgan III, SDC III-AZ, LLC, for approval of a Re-Plat. The proposed Re-Plat divides a 1.52-acre subject property into two (2) parcels. The site is located at the northeast corner of Avondale Boulevard and Hilton Drive.

Council Member Nielson requested additional information on what is planned commensurate with the project. Eric Fitzer, Planning Manager, stated that a Starbucks store has been proposed for the site located at Avondale Boulevard and Hilton Drive and splitting of the lot is included. A minor PAD amendment in 2010 allowed for drive thru facilities. This was followed by discussion of The BLVDD zoning process. The properties associated with this specific zoning case did not opt into The BLVDD. As such, the zoning for the site allows for a Starbucks drive thru use. Staff has been working with Starbucks for over eight months on queuing and other issues. This item involves dividing the property, so that Starbucks will own the northern portion and the southern portion will be separate. An eight-foot public utility easement at Avondale Boulevard will be moved adjacent to the site.

In response to a question from Mayor Weise, Mr. Fitzer clarified the specific proposed location of the building on the site.

Council Member Nielson expressed concern over traffic issues. Mr. Fitzer said staff is working with Starbucks on stacking and they will be providing 27 stacking spaces in the drive thru, which will prevent blocking in the parking lot.

Vice Mayor Malone concurred with Council Member Nielson's comments regarding traffic.

Mayor Weise requested that staff provided additional information before next steps are taken in the process.

Council Member Pineda moved to approve a request by George Morgan III, SDC III-AZ, LLC, for approval of a Re-Plat; Council Member Solorio seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

4. REGULAR AGENDA

a. RESOLUTION 1037-0522 - AMENDMENT TO THE PERSONNEL POLICIES AND PROCEDURES ADDING CHAPTER 23 INTEGRITY LINE

City Council considered a request to adopt Resolution 1037-0522, approving the addition of Chapter 23 Integrity Line to the Personnel Policies and Procedures, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Nicholle Harris, City Attorney, provided a brief background, which included a Council request in December of 2021 for implementation of a fraud hotline/integrity line. Staff procured third party vendor, Answer Now, which will receive calls and receive reports. The internal auditor researched best practices and prepared a memorandum with recommendations of the integrity line, which were presented to Council on April 4, 2022. Council directed staff to bring the policy forward as a chapter policy, not as an administrative policy. Council also directed that the review panel will consist of the City Attorney and the Internal Auditor. It also directed staff to create marketing materials. The policy states that the integrity line should be used to report fraudulent activity, such as misuse of City resources, abuse of power, falsification of City records and conflicts of interest gifts to public servants. The line is not intended for reporting personnel issues. Rules and policies were reviewed. An outline of potential actions of the panel was provided. The Internal Auditor will track all reports and prepare a summary for Council, City Manager and City Attorney's Office. At this time, the integrity line is available to

employees only. Marketing and outreach efforts were discussed, and a review of the online form was provided.

In response to a question from Council Member Conde, Ms. Harris stated that the policy and program can be monitored, and changes can be made as needed.

Council Member Kilgore thanked staff for their work in developing the integrity line.

Council Member Nielson asked if the line will receive calls on conflicts of interest. Ms. Harris confirmed that submitters can provided such information. Council Member Nielson inquired as to how staff will handle situations where more information is needed. Ms. Harris stated that there is no way to gather additional information, if the caller does not provide a name and number for follow-up.

Council Members Solorio and Pineda and Vice Mayor Malone expressed appreciation to staff for developing the integrity line.

Vice Mayor Malone moved to adopt the Resolution 1037-0522, approving the addition of Chapter 23 Integrity Line to the City of Avondale Policies and Procedures and authorize the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents; Council Member Solorio seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

b. HOMELESS SERVICES UPDATE

City Council received an update from staff on the City's homeless services. This item was for discussion only.

Chris Lopez, Neighborhood and Family Services Director, stated that a great deal of progress has been made since the last report, including the creation of the City's first Homeless Services Division. Brian Planty is leading the new division.

Brian Planty, Homeless Services Manager, provided a brief overview of the homeless issue in the City. The main goal is to keep homelessness rare, brief and nonrecurring. The point-in-time count is a process whereby staff and volunteers perform an annual count and survey of individuals who slept unsheltered the previous night. There was no count in 2021, due to the pandemic. From 2019 to 2022, there has been a six percent increase in homeless individuals in Avondale. Some contributing factors include a sharp increase in housing costs, low supply of affordable housing and rise in inflation.

The Maricopa Association of Governments (MAG) recently approved a plan with three major action points:

- Commit to work regionally to reduce homelessness
- Increase safe housing options
- Support diverse partnerships to address homelessness

Each point includes a number of action items. Avondale has committed to all objectives and several action items.

Mayor Weise said he would like staff to participate in conversations with the MAG committee on regional homelessness. MAG announced it has met its goals for the year. Mayor Weise commented that the goals should be reasonable yet challenging. During the MAG meeting, he requested an update on how each city is doing. He would recommend moving away from the term "affordable housing," and move towards "workforce housing." The key at this time is to mitigate the current housing market. He suggested that the City explore The BLVD area in terms of complementary housing that allows Avondale to work with developers on City-owned land on workforce housing.

Council Member Kilgore stated he liked what was presented and is looking forward to seeing what will transpire from the presented plan. He expressed gratefulness for all those who assisted in the efforts.

Council Member Nielson thanked staff for their efforts and spoke positively on the program.

Council Member Pineda asked about examples of public education. Mr. Planty stated that staff will be developing additional pamphlets and producing training videos for staff. They will capitalize on regional efforts, such as MAG's investment with Home Base, a national organization that develops homelessness information. Their first step will be to tackle the issues of affordable housing and workforce housing.

Council Member Solorio asked about a focus on navigating the criminal justice system. Mr. Planty stated that other municipalities are implementing programs on the criminal justice system and conversations have taken place. The City has not implemented a program, but it is on the radar. In response to a question from Council Member Solorio, Mr. Planty stated that in 2022, Avondale identified 59 individuals identified as living unsheltered at the specific point in time, a second count is planned for summer.

Council Member Conde commented that she was pleased to see the development of bridge housing and she hopes to see additional units in the future.

Vice Mayor Malone commented the quality of the marketing materials. She requested a video be incorporated with the AviWise platform so residents can learn more information.

5. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the Regular Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(4) for discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the following matters: (a) Nazari v. Ajo Transportation, et al; (b) Claim of James Holland, Sr; (c) Claim of Kenosha Skinner; (d) former City Manager; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 7:22 p.m.

_____
Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting and Regular Meeting of the Council of the City of Avondale held on the 16th day of May 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

_____
Marcella Carrillo, City Clerk

_____
Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 6, 2022

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:01 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection in honor of Officer Adrian Lopez of the White Mountain Apache Tribe who was recently killed in the line of duty, and also thinking of Council Member Tina Conde and her family.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members, Curtis Nielson, Mike Pineda, and Gloria Solorio.

Note: Council Member Nielson attended the meeting by telephone.

Members Absent (Excused): Council Members Tina Conde and Bryan Kilgore.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Linda Mendenhall, Deputy City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ken Gilliam, Fire Chief; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Interim Director; Marshall Pimentel, Intergovernmental Affairs Administrator; Mark Neerings, Assistant Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Services Interim Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Dr. Roger Freeman, Superintendent for the Littleton Elementary School District, asked Council for a review of fees for public schools. There have been challenges with staffing and communications with efforts to get the Alamar school underway. He noted a lack of discourse about expressed concerns.

3. PRESENTATION ITEMS

a. EMPLOYEE INTRODUCTIONS AND PROMOTIONS

The following employees were introduced to City Council: Andrew Morales, Firefighter; Jake Swartz, Firefighter; Bryan Backeberg, Firefighter; Timothy Blum, Firefighter; and David Santana, Captain. The item was for discussion only.

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Solorio, seconded by Vice Mayor Malone to approve the Consent Agenda.

Upon vote, the motion carried unanimously 5 to 0.

Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the April 11, 2022, April 18, 2022, and May 2, 2022 City Council meeting minutes.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - BARRIO QUEEN

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Amy Nations for the sale of alcohol at Barrio Queen located at 10455 West McDowell Road in Avondale and authorized the City Clerk to execute the necessary documents.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - PIER 88 BOILING SEAFOOD & BAR

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Mei Chen for the sale of alcohol at Pier 88 Boiling Seafood & Bar located at 10040 West McDowell Road in Avondale and authorized the City Clerk to execute the necessary documents.

d. AWARD AUTHORITY AMENDMENT FOR DEVELOPMENT & ENGINEERING SERVICES FY22 OPERATING AND CAPITAL BUDGET

City Council approved a request to amend the Administrative Award Authority for the Development & Engineering Services Department's (DES) operating and capital budget for FY2021-2022 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

e. ADOPTION OF THE FISCAL YEAR 2023 PENSION FUNDING POLICY
City Council adopted an updated Pension Funding Policy for Fiscal Year 2023 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

f. EMPLOYEE BENEFIT TRUST FUND BUDGET AMENDMENT
City Council approved a budget amendment increase for FY2022 in the amount of $1,000,000 for the purpose of having sufficient budget capacity to pay costs and claims in the Employee Benefit Trust fund (6040), and to amend the requisite administrative award authority, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. RESOLUTION 1038-0622 - DESIGNATION OF CHIEF FISCAL OFFICER FOR THE AELR
City Council adopted Resolution 1038-0622, designating Renee Weatherless as the Chief Fiscal Officer for the submittal of the annual expenditure limitation report and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1039-0622 - FISCAL YEAR 2023 PROPOSED FEE CHANGES
City Council adopted Resolution 1039-0622, approving the Fiscal Year 2023 proposed fee changes and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1040-0622 - COMPREHENSIVE FINANCIAL POLICIES
City Council adopted Resolution 1040-0622, adopting Comprehensive Financial Policies and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. RESOLUTION 1041-0622 - ADOPTION OF PROPERTY TAX LEVIES FOR MAINTENANCE IMPROVEMENT DISTRICTS (MIDS)
City Council adopted Resolution 1041-0622, adopting Property Tax Levies for Maintenance Improvement Districts (MIDs) and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

k. RESOLUTION 1042-0622- AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES FOR CHAPTER SIX EMPLOYEE BENEFITS
City Council adopted Resolution 1042-0622, approving proposed amendments to the following Personnel Policies and Procedures: Chapter 6 Employee Benefits and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

l. ORDINANCE 2037-0622 - CITY CODE AMENDMENT - CHAPTER 19, SECTION 19-19, RELATING TO PLANNING COMMISSION MEETINGS
City Council adopted Ordinance 2037-0622, approving changes to the City Code related to Planning Commission meetings and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

m. ORDINANCE 2038-0622 - ACQUISITION OF REAL PROPERTY LOCATED SOUTH OF VAN BUREN STREET AND WEST OF AVONDALE BOULEVARD
City Council adopted Ordinance 2038-0622 authorizing the acquisition by purchase, dedication or condemnation of real property for public use located south of Van Buren Street and west of Avondale Boulevard and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

n. ORDINANCE 2039-0622 - SRP POWER DISTRIBUTION EASEMENT FOR AVONDALE BOULEVARD WIDENING PROJECT
City Council adopted Ordinance 2039-0622, authorizing the granting of a power distribution easement to Salt River Project (SRP) in connection with the Avondale Boulevard Widening Project and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

o. AQUATICS CENTER - RE-PLAT OF AVONDALE CIVIC CENTER FINAL PLAT – APPLICATION PL-22-0143
City Council approved a request by the City of Avondale for approval of a Re-Plat of Avondale Civic Center Final Plat lots 7 and 9. The approximately 22 acres is located at the southeast corner of Madison Street and Civic Center Drive.

p. PIERCE 99 - RE-PLAT OF INTERSTATE COMMERCE CENTER AMENDED FINAL PLAT – APPLICATION PL-22-0023
City Council approved a request by Helix Engineering, LLC, on behalf of the property owner WDP Brama Avondale, LLC, for approval of a Re-Plat of the Interstate Commerce Center Amended Final Plat to combine two (2) parcels. The Re-Plat to allow for the development of a new warehouse and distribution building. The approximately 7.96-acre site is located west of the northwest corner of Pierce Street and 99th Avenue.

q. THE BLVD LOT B - RE-PLAT OF AVONDALE CITY CENTER PHASE 3 FINAL PLAT - APPLICATION PL-22-0144
City Council approved a request by the City of Avondale, for approval of The BLVD Lot B - Re-Plat of Avondale City Center Phase 3 Final Plat which is located east of the southeast corner of Roosevelt Street and Avondale Boulevard.

5. REGULAR AGENDA

a. PUBLIC HEARING - FISCAL YEAR 2023 FINAL BUDGET
City Council held a public hearing to receive comment on the final budget for fiscal year 2022- 2023 (FY 2023). No Council action was required.

Renee Weatherless, Finance and Budget Director, stated that the budget includes adjustments since the presentation of the tentative budget, including adjustments to carryforward. The appendix includes administrative awards over $50,000, schedule of interfund transfers and schedule of interfund loans. Property taxes consist of a primary and secondary component. Primary is for general use revenue and secondary is strictly for the payment of the debt. The City is levying a total of $8.4 million broken out between primary and secondary for a total tax rate of approximately $1.55. The City has a

maximum property tax rate of $2. The City receives 9 percent, with 78 percent to schools and the remainder to the County and special districts.

Mayor Weise asked what portion of the $457 million budget went to capital improvements. Ms. Weatherless estimated $200 million-plus. Based on a question by Mayor Weise, Robert Baer, Budget Manager, clarified that the truth in taxation hearing is part of the annual budget adoption. The total amount of the primary property tax is increasing; however, the rate itself is decreasing from this fiscal year to next fiscal year.

Mayor Weise opened and closed a public hearing after receiving no comments. Mayor Weise opened the floor for comments from Council and received no comments.

b. PUBLIC HEARING - TRUTH IN TAXATION HEARING AND RESOLUTION 1043-0622 SETTING FORTH THE INTENT TO RAISE THE PROPERTY TAX LEVY

City Council held a public hearing and considered a request to adopt Resolution 1043-0622 setting forth the city's intent to levy primary property taxes in the amount of $0.6458 per hundred dollars ($100) of assessed valuation and secondary property taxes in the amount of $0.9050 per hundred dollars ($100) of assessed valuation and set the property tax adoption for July 11, 2022 and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Mayor Weise opened and closed a public hearing after receiving no comments. Mayor Weise opened the floor for comments from Council and received no comments.

Council Member Solorio moved to adopt Resolution 1043-0622 setting forth the City's intent to levy primary property taxes in the amount of $0.6458 per hundred dollars ($100) of assessed valuation and secondary property taxes in the amount of $0.9050 per hundred dollars ($100) of assessed valuation and set the property tax adoption for July 11, 2022 and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents; Vice Mayor Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

c. INTERNAL AUDIT ROLES AND RESPONSIBILITIES

City Council will receive a presentation regarding the purpose and responsibility of the City's internal auditor. This item was for discussion and direction, no vote was taken.

Barbara Coppage, Internal Auditor, stated the responsibility of an auditor is to provide unbiased and objective feedback through assessments and audits. Auditor activities include: Performance audits; process improvement projects; ensure compliance with laws and regulations; evaluate internal controls; assess risk within the City. Avondale’s internal

auditor charter was signed in February of 2021. Since then an internal audit manual and processes have been developed. A Citywide risk assessment was performed, and several audits were conducted. In addition, several projects requested by management were completed. The requirements of the audit program were reviewed.

Ms. Coppage provided a comparison of Avondale to other area cities. Avondale has some areas which do not align with other cities and standards; however, it is important to note that other cities have had an established internal audit program for 25 years or more. A review and comparison of Red Book versus Yellow Book standards was provided. In general, the internal audit charter includes the responsibilities of an auditor, the reporting requirements, standards to follow, unlimited access to information and discussion on the Audit Committee. Member composition of an Audit Committees varies from city to city. In general, the committee will consist of two to three council members or two to three members of the public. The committee should consist of an odd number of members. Other cities include department heads to weigh in on financial or technical matters. This will usually include the finance and/or budget director. The city manager may also sometimes be included. Avondale plans to provide audit reports to Council and is developing a webpage where reports will be made available to the public. The internal audit program is involved with the integrity line.

Audit Committee duties include:

- Convene three to four times per year
- Approve proposed Annual Audit Plan
- Review report on implementation of audit recommendations
- Review report on investigations
- Integrity line updates
- Annual audit report activities
- Approves budget activities

City Manager recommendations are as follows:

- Council adopt the Audit Charter by Ordinance
- Council form an Audit Committee consisting of one of the proposed configurations
- Council appoint the City Auditor, who will report administratively and functionally to the Audit Committee

Mayor Weise stated his support for having an internal auditor for the City and is in favor of the recommendations made. He would like to have members of the public in participation and would prefer them to have a financial background. In addition, three Council Members should be included on the Committee and either the City Manager or the Finance and Budget Director. There should be responsibility to report to the Council.

Council Member Nielson concurred with Mayor Weise. All areas of the City aside from and including financial should be covered. In response to a question from Council Member Nielson, Ms. Coppage confirmed that the asset replacement management

system would fall under the audit purview. Items are determined based upon risk assessment and include both financial and nonfinancial areas. When the audit plan is approved, it is communicated to all members of the management team and everyone is aware of the list of audits to be conducted for the year. Some processes involve manual task aspects and others are electronic. Discussion ensued regarding the composition of the Committee. Ms. Coppage clarified that the Finance Director and City Manager would be nonvoting members.

Council Member Solorio thanked staff for the presentation and for her new understanding of the audit role and for allowing the City to be transparent.

Council Member Pineda concurred with the proposed Committee structure and commented that the Committee will reinforce the City's focus on transparency. He asked how the audit results will be implemented for the individual department involved. Ms. Coppage stated that there is an established process for addressing audit findings. This begins with allowing the department leadership to state whether they agree with the facts. The department will provide a response stating whether they agree with the recommendations. The department then includes a response into the report, which states a timeline for completion of the plan. The Audit Committee is provided with the report and department response. The auditor then follows up to ensure that the recommendations are implemented.

Vice Mayor Malone asked whether a change in City Code is required and whether policy changes must be administrative per City Council. Ms. Coppage stated that the proposal includes changes or additions to the ordinance. Changes would have to be approved by City Council. Vice Mayor Malone suggested that Ms. Coppage be moved from her current cubicle workplace setting to an enclosed office, to ensure privacy on any sensitive materials.

d. FIRE STATION #171 UPDATE

City Council received an update from staff regarding Fire Station #171. This item was for discussion only, no action was taken.

James Milanese, City Projects Administrator, reviewed that he had previously come to Council with a presentation, including four options for the fire station. Council provided direction to move forward with building a new fire station on the current site. The City hired Perlman Architects for the project with an initial scope to determine whether a facility could be built onsite. The project parameters were presented.

Mr. Milanese outlined a list of pros and cons of potential designs which were reviewed to come up with a preferred concept. Pros for the concept include: Egress maximized for safety and efficiency; allows for growth and connectivity to existing A.B. Sernas Plaza Park; maintains Western Avenue parking; Allows for fourth bay and/or expansion. Cons include: No direct Western Avenue frontage; likely requires equipment back-in until current facility is demolished; sewer and water conflicts. Next steps include RFP for new design team. Demolition of the current detention facility is scheduled for fall, 2023 with a goal to have the new building operational within 12 to 14 months. Public outreach will

consists of community meetings, mailers and other notices. Mr. Milanese presented some renderings of possible design choices.

Mayor Weise stressed the need for a facility that not only serves the residents of Historic Avondale today, but also in the future. He likes the idea of having a training facility on one side. He would like to see the site carry the aesthetic of an old traditional fire station in the historic portion of the City.

Council Members Solorio concurred with Mayor Weise regarding incorporating an Old Town feel. She recommended inquiring with the fire personnel on the development.

Council Member Pineda agreed with the layout of the design and recommended some type of memorial at the site. He spoke regarding the design options, commenting positively on the design of the new fire station 175 but something to match the design of the library in the area.

Council Member Nielson agreed with the comments to make the station unique to the Old Town designs. He recommended holding future memorial services at the fire station instead of at the amphitheater at City Hall.

Vice Mayor Malone asked staff to be mindful of the surrounding residents when the demolition is being conducted on the detention facility. She agreed with the comments from the City Council regarding the Old Town look for the fire station.

6. ADJOURNMENT

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Regular Meeting; Council Member Pineda seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 7:23 p.m.

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:23 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members, Curtis Nielson, Mike Pineda, and Gloria Solorio.

Note: Council Member Nielson attended the meeting by telephone.

Members Absent (Excused): Council Members Tina Conde and Bryan Kilgore.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Linda Mendenhall, Deputy City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ken Gilliam, Fire Chief; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Interim Director; Marshall Pimentel, Intergovernmental Affairs Administrator; Mark Neerings, Assistant Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Services Interim Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. RESOLUTION 1044-0622 - SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2022-2023

City Council considered a request to adopt Resolution 1044-0622, approving the final budget for fiscal year 2022-2023 (FY2023) in the amount of $457,106,600 and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Council Member Pineda moved to adopt Resolution 1044-0622, approving the final budget for fiscal year 2022-2023 (FY2023) in the amount of $457,106,600 and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

3. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Special Meeting and hold an executive session pursuant to (a) Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion regarding the City Attorney's annual evaluation; and (b) Ariz. Rev. Stat. § 38-431.03(A)(4) for discussion or consultation with the City Attorney and attorneys for the City in order to consider its position and instruct the attorneys for the City

regarding the City Council's position regarding negotiations related to the City Attorney's employment agreement; Council Member Solorio seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 7:24 p.m.

_____
Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting and Special Meeting of the Council of the City of Avondale held on the 6th day of June 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

_____ _____
Marcella Carrillo, City Clerk Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
ONLINE MEETING
June 13, 2022

A **Work Session** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 5:31 p.m. All participants attended by phone or video.

Members Present: Mayor Kenn Weise and Council Members Tina Conde, Bryan Kilgore, Curtis Nielson, Mike Pineda, and Gloria Solorio.

Members Absent (Excused): Vice Mayor Veronica Malone.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ken Gilliam, Fire Chief; Corey Larriva, Parks and Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Interim Director; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Services Interim director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. DRAFT COMMUNITY SUSTAINABILITY PLAN

Staff provided an update to City Council regarding the Draft Community Sustainability Plan. Information presented will include a summary of key achievements the City has made to operate more sustainably, input on sustainability priorities received through community engagement efforts, current challenges and opportunities facing the region, and a set of goals, targets and strategies to advance Avondale's position as a sustainable and resilient city.

Danae Presler, Sustainability Officer, highlighted the City's sustainability progress and achievements. The municipal sustainability plan was adopted by City Council in 2014, which outlined 90 specific actions. Since 2014, 81 percent of actions have been implemented, with the remainder underway. Key achievements include: Establishment of a sustainability commission; purchase of three electric vehicles, installation of 19 EV charging stations; converting approximately 8,000 streetlights to LED, completed award winning solar demonstration project, certification of 24 local businesses through the Green Business program. The draft community sustainability plan seeks to expand the scope and scale of sustainability efforts. An overview of the previous ten-month timeline

was provided. Following this session, City Council's feedback will be incorporated into the draft plan and released in English and Spanish for public input. The final version will return for adoption in August or September of 2022. The common themes from community outreach were presented.

The plan vision is as follows: Avondale is a thriving sustainable city with a resilient community, flourishing environment, and strong economy powered by renewable energy and access to healthy, active lifestyles for all. Primary challenges include extreme heat, ongoing drought, strained natural assets and emissions. An overview of extreme heat effects, conditions, challenges and mitigation was provided. For Avondale, parts of Old Town and Cashion are the most heat-vulnerable communities in the City. It is important to make investments and provide solutions to protect and cool these neighborhoods. An update on ongoing drought conditions was provided. The guiding equity principals were presented.

Avondale's eight sustainable pathways were identified and reviewed, including: clean transportation; resilience to extreme heat; reliable water supply; efficient buildings and renewable energy; healthy environment; waste as a resource; fresh food for all, and green economy. There will be a public announcement for comments on Monday, June 27th. The draft plan will be revised based on community feedback, with the final version to be brought back to City Council in August or September, 2022, followed by implementation.

Council Member Kilgore commended staff for their hard work and excellent presentation. He concurred with a focus on protecting the City's water resources. He is glad to see the City's focus with creating more shade and would like to see this expanded.

Council Member Nielson asked for clarification on water usage in terms of HOAs, who are significant users of water. HOAs should be encouraged to keep and plant additional trees as well as develop better ways to control water usage. He encouraged expansion of education in terms of recycling. He suggested that the City develop and employ its own drought preparedness program. He also encouraged increased outreach in all areas, including use of electronic billboards.

Council Member Solorio noted the support for locally grown food, including creation of co-ops. She looks forward to reviewing the final plan draft.

Council Member Conde thanked staff for the presentation and for the outreach conducted both in English and Spanish. She encouraged education outreach to the schools. She concurred with Council Member Nielson's suggestion to utilize the electronic billboards. With the number of rental complexes throughout the City, it is important to ensure that tenants have access to participate in recycling programs.

Council Member Pineda express appreciation that City Council will have additional opportunity to ask questions and provide input. It is important to set practical strategies for such lofty goals.

Mayor Weise commented that members of the community predominantly have comments on water in terms of the City's growth and capacity. Each development that comes in must have a 100-year assured water supply. For the most part, Arizona does a great job of conserving water, but can absolutely do better. He concurs with Council Member Conde's comments about multifamily development access to recycling. He would like to see honest conversations occurring regarding emergency technologies, such as solid-state batteries and hydrogen. Lithium and cobalt mining, which stabilize the charge in lithium batters, are very dirty. He would also like to explore the possibility of new codes to address use of rainwater for watering plants and grass. Another area of exploration is residential wind power for new and existing homes.

3. ADJOURNMENT

There being no further business before the Council, Council Member Pineda moved to adjourn the Work Session; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Mayor Weise	Aye

Meeting adjourned at 6:08 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:08 p.m. All participants attended by phone or video.

Members Present: Mayor Kenn Weise and Council Members Tina Conde, Bryan Kilgore, Curtis Nielson, Mike Pineda, and Gloria Solorio.

Members Absent: Vice Mayor Veronica Malone.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ken Gilliam, Fire Chief; Corey Larriva, Parks and Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Interim Director; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric

Stewart, Engineering Services Interim director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Solorio, seconded by Council Member Nielson, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Mayor Weise	Aye

a. RESOLUTION 1045-0622 AND ORDINANCE 2040-0622 - AMENDING CITY CODE, REPEALING CHAPTER 7, COMMUNITY CENTER; ADDING A NEW CHAPTER 7, SPECIAL EVENTS

City Council adopted Resolution 1045-0622, declaring as a public record the repeal of Chapter 7, Community Center; adding a new Chapter 7, “Special Events” and adoption of Ordinance 2040-0622, amending the Avondale City Code by adding “Chapter 7, Special Events” and adopting the document made public by the resolution and authorized the Mayor, City Attorney, and City Clerk to execute the necessary documents.

b. RESOLUTION 1046-0622 AND ORDINANCE 2041-0622 - AMENDING CITY CODE, REPEALING CHAPTER 17, PARKS AND RECREATION; ADDING A NEW CHAPTER 17, PARKS AND RECREATION

City Council adopted Resolution 1046-0622, declaring as a public record the repeal of Chapter 17, Parks and Recreation; adding a new Chapter 17, “Parks and Recreation” and adoption of Ordinance 2041-0622, amending the Avondale City Code by adding “Chapter 17, Parks and Recreation” and adopting the document made public by the resolution and authorized the Mayor, City Attorney, and City Clerk to execute the necessary documents.

c. ORDINANCE 2042-0622 - AMENDMENT TO LEASE AGREEMENT WITH VERIZON WIRELESS, LLC, FOR A PERSONAL WIRELESS SERVICE FACILITY AT LAS LIGAS COMMUNITY PARK

City Council adopted Ordinance 2042-0622 approving the first amendment to the lease agreement between the City and Cellco Partnership D/B/A Verizon Wireless, LLC, and authorized the Mayor, Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

4. REGULAR AGENDA

a. OVERVIEW OF THE BLVD RFP PROCESS AND TIMELINE

Staff presented the proposed process and timeline for initiating a formal Request for Proposals (RFP) to identify a qualified master developer to purchase and develop approximately 14.8 Acres of City-Owned property in the BLVD Park Avenue District.

Ken Chapa, Director of Economic Development and Tourism, provided an introduction of the CBRE team. For the FRP, CBRE has been hired to assist with the disposition of approximately 14.8 acres of City-owned property within the Park Avenue District of the BLVD with three main tasks:

- Perform a highest and best use concept study from the existing Master Plan
- Prepare and release the RFP on behalf of the City, to be promoted as an open competitive disposition process to the development and investor community
- Provide an appraisal of site

Mr. Chapa identified the Park Avenue District location and attributes. Permitted uses include: Retail, hotel, restaurants, sports, entertainment, theater, cultural, multifamily, studios, office space and post-secondary education. Site concepts were reviewed for the base model, aspirational model and massing illustrations. He clarified that these are not prescriptive but are conceptual ideas to be used to inspire the development community as to the City's goals and vision. The outline of the RFP process was presented. City goals and requirements and timing of the RFP were reviewed with the goal to open escrow by early October. The goal is to reach closing in 12 to 18 months. A potential federal rate increase may affect the timeline.

Mayor Weise concurred that the federal rate increase will have an impact on financing with many projects. The proposed timeline is realistic. He likes the flexibility in design of the buildings. He asked whether there is a target number of bids desired. Mr. Chapa said there is not a goal on the number of bids, however, this is a great product available. It is expected that the City will receive at least 10 to 15 bids. The goal will be to reduce this down to five very strong bids for ultimate consideration.

Council Member Kilgore thanked staff for the presentation. He noted he will await funding information from the federal government but believes the department will make the necessary adjustments, as needed.

Council Member Nielson recommended canopies and trees within the area to support the sustainability component.

Council Member Solorio thanked staff for the presentation and spoke positively regarding the change of the area over the years.

Council Member Conde thanked staff for effectively conveying the City's vision to potential developers.

Council Member Pineda like the approach of presenting the City's standards to the developer while also allowing the developer to be creative and make the project their own. In that way, the gathering place will be true to the City's vision of live, work, play.

5. ADJOURNMENT

There being no further business before the Council, Council Member Pineda moved to adjourn the Regular Meeting; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Mayor Weise	Aye

Meeting adjourned at 6:35 p.m.

_____
Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 13th day of June 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

_____ _____
Marcella Carrillo, City Clerk Date Approved by City Council

Item Number: 3.a.

CITY COUNCIL REPORT

SUBJECT: Series 10 (Beer and Wine Store) Liqour License for Quick Stop Shop

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

PURPOSE:
City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Craig Miller for the sale of beer and wine at Quick Stop Shop located at 127 West Main Street and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Quick Stop Shop is an existing establishment located at 127 West Main Street in Avondale (near Buckeye Road and Central Avenue). The Arizona State Statute requires all series 10 liquor licenses to be separated by a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet of separation from fenced recreational areas that are part of a school building. There are no churches, schools, or fenced recreational areas associated with schools located within 300 feet of the Quick Stop Shop.

The General Plan designates the property as Local Commercial and the current zoning is Community Commercial (C-2). The use of the property as a convenience store is consistent with the Zoning Ordinance.

DISCUSSION:
As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

The liquor license application fee of $250 has been paid in full.

RECOMMENDATION:

Staff is recommending approval of a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Craig Miller for the sale of beer and wine at Quick Stop Shop located at 127 West Main Street and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: *Maria James*

State of Arizona
Department of Liquor Licenses and Control

Created 05/31/2022 @ 02:44:55 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	QUICK STOP SHOP		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	127 W MAIN STREET AVONDALE, AZ 85323 USA		
Mailing Address:	[redacted] USA		
Phone:	(623)213-7703		
Alt. Phone:	[redacted]		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	[redacted]
Phone:	[redacted]
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	DD LIQUOR STORE, LLC		
Contact Name:	JEFFREY MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
DAVID LEE NITZ	President	100.00
JACOB DAVID NITZ	JOB #198646	

DD LIQUOR STORE, LLC - President

Name: DAVID LEE NITZ
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

DD LIQUOR STORE, LLC - JOB #198646

Name: JACOB DAVID NITZ
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 198646
Application Type: New Application
Created Date: 05/26/2022

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?
   Yes
   A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
2) Provide name, address, and distance of nearest school and church.
   (If less than one (1) mile note footage)
   MICHAEL ANDERSON SCHOOL- 2405 FT
   45 S 3RD AVE AVONDALE, AZ 85323

   TEMPLE OF FIATH CHURCH- 1690 FT
   201 E MAIN ST AVONDALE AZ 85323
3) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
4) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   STILL OWE TERM
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   S MAIN STREET LLC- $85,000.00
   10602 W ZAK RD TOLLESON, AZ 85353
7) Is there a drive through window on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

State of Arizona
Department of Liquor Licenses and Control

Created 05/31/2022 @ 02:43:48 PM

Local Governing Body Report

LICENSE

Number:	INP070018908	Type:	INP INTERIM PERMIT
Name:	QUICK STOP SHOP		
State:	Active		
Issue Date:	05/31/2022	Expiration Date:	09/13/2022
Original Issue Date:	05/31/2022		
Location:	127 W MAIN STREET AVONDALE, AZ 85323 USA		
Mailing Address:	[redacted]		
Phone:	(623)213-7703		
Alt. Phone:	[redacted]		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	DD LIQUOR STORE, LLC		
Contact Name:	JEFFREY MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
DAVID LEE NITZ	President	100.00
JACOB DAVID NITZ	JOB #198646	

DD LIQUOR STORE, LLC - President

Name: DAVID LEE NITZ
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

DD LIQUOR STORE, LLC - JOB #198646

Name: JACOB DAVID NITZ
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 198647
Application Type: New Application
Created Date: 05/26/2022

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   010070012134
2) Is the license currently in use?
   Yes
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

BW STR

License 010070012134

Issue Date: 12/8/2021

Expiration Date: 12/31/2022

'22 MAY 31 Liq. Lic. AM 2:02

Issued To:
[redacted]

Location:
S & S QUICK STOP SHOP
127 W MAIN STREET
AVONDALE, AZ 85323
USA

[redacted]

Mailing Address:
[redacted]
USA

EXP 12/31/2022

POST THIS LICENSE IN A CONSPICUOUS PLACE

'22 MAY 31 Liq. Lic. PM 1 48

SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S.§4-203.01. For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01(A)

1. Enter license number currently at the location: 010070012134

2. Is the license currently in use? ☑ Yes ☐ No If no, how long has it been out of use? _____

NOTARY

I (Print Full Name) Said Nasrig hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.

Signature: [redacted]

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 31st Day of May, 2022

Day [redacted] Year

My Commission Expires on: 7/30/2024 Date

AMY JO BOEHNKE
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 584064
Expires July 30, 2024

[redacted] Signature of Notary

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

b) AZ Corporation or AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S.§4-204

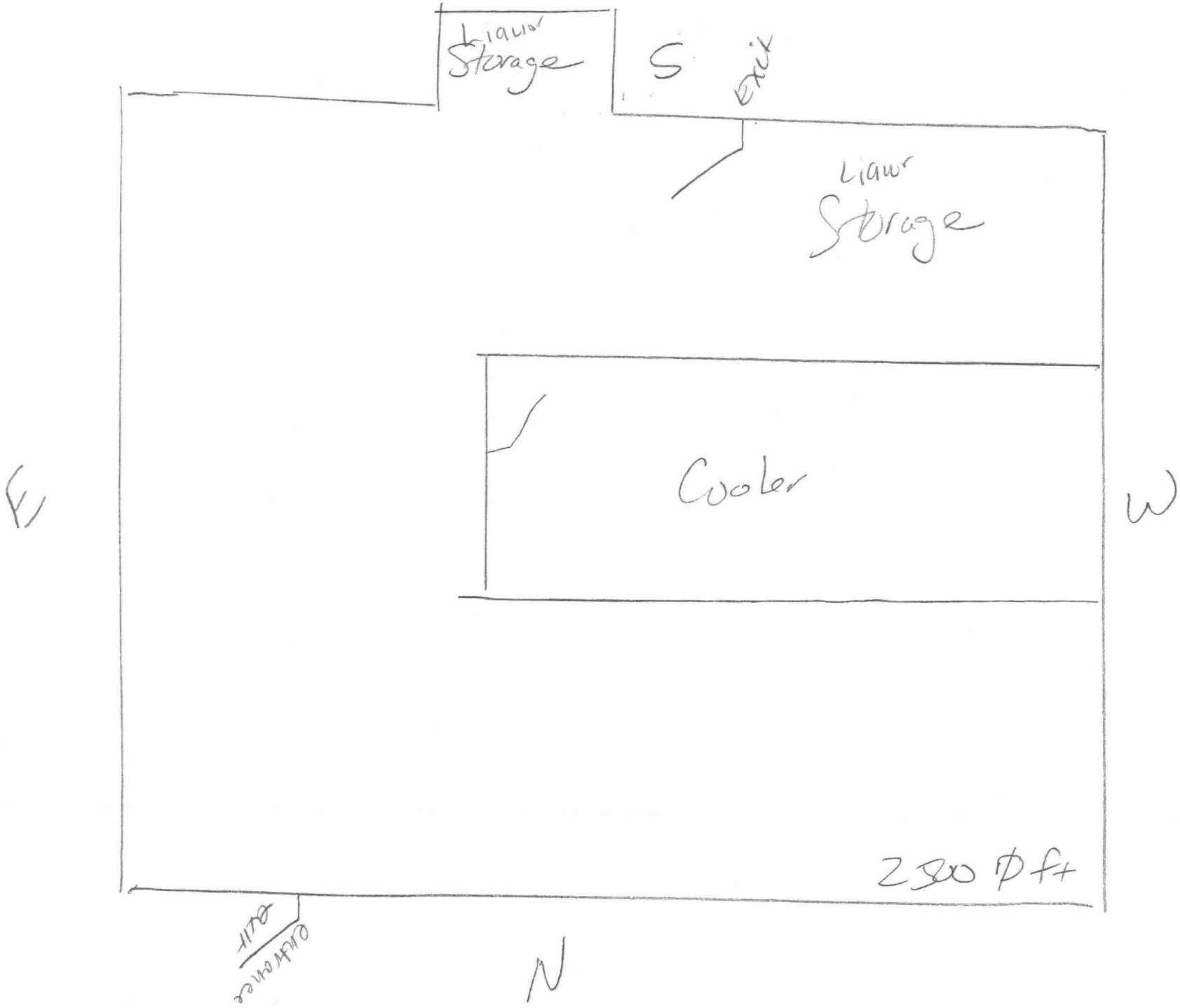
EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Number: _____

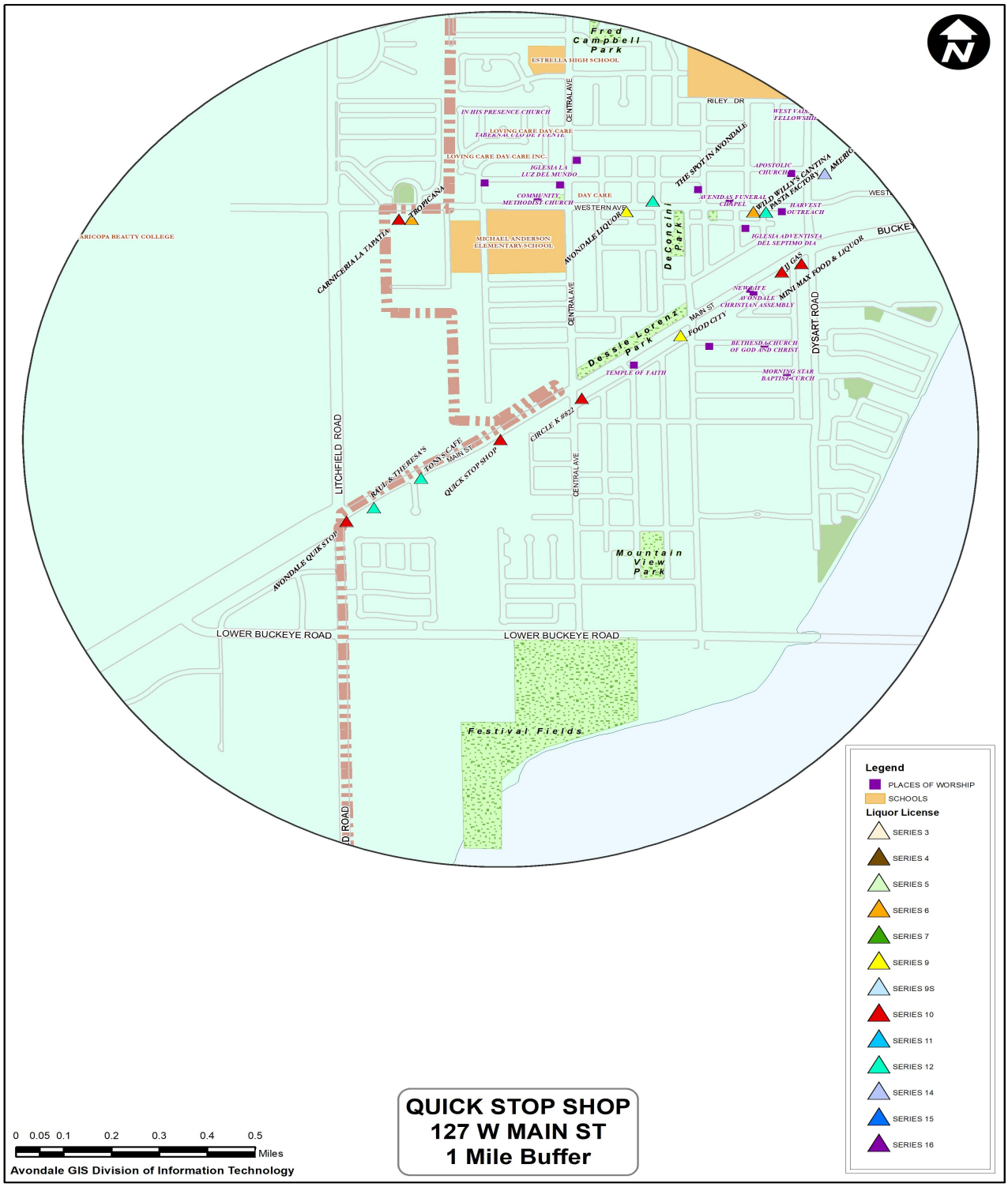
ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.



'22 MAY 26 LIQ. LIC. PM 4:07

Avondale
Aspiring. Achieving. Accelerating.

GIS MAP



QUICK STOP SHOP
127 W MAIN ST
1 Mile Buffer

Jason Eneboe
Jason Eneboe (Jun 14, 2022 14:34 PDT)

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Jeffrey Craig Miller
Business Name	Quick Stop Shop
Business Address	127 W Main Street Avondale, AZ 85323
Department Comments	

- [x] **Police Department**
- [ ] **Fire Department**
- [ ] **Development Services**
- [ ] **Finance Department**

- (●) **Approved**
- ( ) **Denied**

Jonathon Martin
Jonathon Martin (Jun 21, 2022 09:25 PDT)
E-Signature

Asst. Chief (Interim)
Title

Jonathon Martin
Name

Jun 21, 2022
Date

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 27, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Jeffrey Craig Miller
Business Name	Quick Stop Shop
Business Address	127 W Main Street Avondale, AZ 85323
Department Comments	
No comments	

- ☐ **Police Department**
- ☑ **Fire Department**
- ☐ **Development Services**
- ☐ **Finance Department**

- (●) **Approved**
- ( ) **Denied**

Jason Napier Jason Napier (Jun 21, 2022 12:27 PDT) **E-Signature**	Fire Marshal **Title**
Jason Napier **Name**	Jun 21, 2022 **Date**

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 27, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Jeffrey Craig Miller
Business Name	Quick Stop Shop
Business Address	127 W Main Street Avondale, AZ 85323

Department Comments

No concerns.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☐ **Development Services**
- ☑ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Daniel Vazquez
Daniel Vazquez (Jun 23, 2022 07:14 PDT)
E-Signature

Accountant/Tax Auditor
Title

Daniel Vazquez
Name

Jun 23, 2022
Date

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 27, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Jeffrey Craig Miller
Business Name	Quick Stop Shop
Business Address	127 W Main Street Avondale, AZ 85323

Department Comments

The General Plan designates the property as Local Commercial, the current zoning is Community Commercial (C-2). Use of the property as a convenience store is consistent with the City of Avondale Zoning Ordinance.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☑ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

E-Signature	Associate Planner **Title**
Augustus Gerletti **Name**	Jun 23, 2022 **Date**

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 27, 2022

Item Number: 3.b.

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - First Watch Restaurant #498

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Cherlene Penilla Acting City Manager, (623) 333-1015

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

PURPOSE:
City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Joanne Karen Feinstein for the sale of alcohol at First Watch Restaurant #498 located at 10485 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
First Watch Restaurant #498 is a new establishment to be located at 10485 West McDowell Road in Avondale. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:
As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:
The liquor license application fee of $250 has been paid in full.

RECOMMENDATION:
Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and

Control of an application for a Series 12 (Restaurant) Liquor License Submitted by Joanne Karen Feinstein for the sale of alcohol at Watch Restaurant #498 located at 10485 West McDowell Road in Avondale.

Contact person for document distribution: *Maria James*

State of Arizona
Department of Liquor Licenses and Control

Created 05/18/2022 @ 10:16:34 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	FIRST WATCH RESTAURANT #498		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	10485 W MCDOWELL ROAD AVONDALE, AZ 85392 USA		
Mailing Address:	[redacted] USA		
Phone:	(000)000-0000		
Alt. Phone:	[redacted]		
Email:	JOANNEF@LICENSEDIVA.COM		

AGENT

Name:	JOANNE KAREN FEINSTEIN
Gender:	Female
Correspondence Address:	[redacted] USA
Phone:	[redacted]
Alt. Phone:	
Email:	JOANNEF@LICENSEDIVA.COM

OWNER

Name: FIRST WATCH RESTAURANTS INC
Contact Name: JOANNE KAREN FEINSTEIN
Type: CORPORATION
AZ CC File Number: F19702681 State of Incorporation: DE
Incorporation Date: 12/12/2014
Correspondence Address: [redacted]
Phone: [redacted]
Alt. Phone:
Email: JOANNEF@LICENSEDIVA.COM

Officers / Stockholders

Name:	Title:	% Interest:
FWR HOLDING CORPORATION	[redacted]	100.00
CHRISTOPHER ANTHONY TOMASSO		
HENRY MELVILLE HOPE III		
JAY ANTHONY WOLSZCZAK		

FIRST WATCH RESTAURANTS INC - Shareholder

Name: FWR HOLDING CORPORATION
Contact Name: JOANNE KAREN FEINSTEIN
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: JOANNE@LIQUORLICENSEPROS.COM

FIRST WATCH RESTAURANT GROUP INC - General Counsel/ Secretary
FIRST WATCH RESTAURANTS INC - Secretary/ Chief Legal Officer
FWR HOLDING CORPORATION - Secretary/ Chief Legal Officer

Name: JAY ANTHONY WOLSZCZAK
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: LICENSES@FIRSTWATCH.COM

AI FRESH PARENT INC - Secretary/Treasurer
FIRST WATCH RESTAURANT GROUP INC - Treasurer/ CFO
FIRST WATCH RESTAURANTS INC - CFO
FWR HOLDING CORPORATION - CFO

Name: HENRY MELVILLE HOPE III
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: MHOPE@FIRSTWATCH.COM

AI FRESH PARENT INC - President
FIRST WATCH RESTAURANT GROUP INC - President/ CEO
FIRST WATCH RESTAURANTS INC - President/CEO/Director
FWR HOLDING CORPORATION - President,CEO,Director

Name: CHRISTOPHER ANTHONY TOMASSO
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: LICENSES@FIRSTWATCH.COM

AI FRESH PARENT INC - Shareholder

Name: FIRST WATCH RESTAURANT GROUP INC
Contact Name: JOANNE KAREN FEINSTEIN
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: JOANNE@LIQUORLICENSEPROS.COM

FWR HOLDING CORPORATION - Shareholder

Name: AI FRESH PARENT INC
Contact Name: JOANNE KAREN FEINSTEIN
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: JOANNE@LIQUORLICENSEPROS.COM

MANAGERS

Name: TABER LOREE COLLINS
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: FCOLLINS@FIRSTWATCH.COM

****

Name: SAVANNAH ROSE GALAHN
Gender: Female
Correspondence Address: [redacted]
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: REBECCA LYNN SOTOMAYOR
Gender: Female
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: SARAI EUNICE TIPPINS
Gender: Female
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: CARRIE NICHOLE BERRY
Gender: Female
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: CHARLES ABRAHAM DELLER
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: ALEJANDRA KARICIA GARCIA
Gender: Female
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: RAYMOND JOHN WILLIS
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: ALAN OIN FIELDS
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: HILTONVILLAGE@FIRSTWATCH.COM

****

Name: AMY LEA JONES
Gender: Female
Correspondence Address: [redacted]
USA
Phone: (602)900-7651
Alt. Phone:
Email: [redacted]

****

Name: JOHN JOSEPH ONEIL
Gender: Male
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: DIANA GAYLE PARSLOW NAZARIO
Gender: Female
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 191113
Application Type: New Application
Created Date: 03/30/2022

QUESTIONS & ANSWERS

012 Restaurant

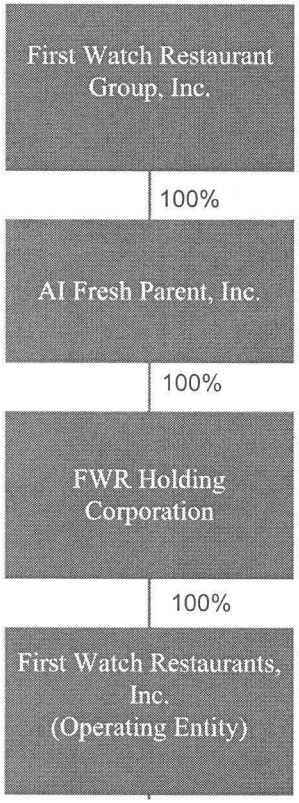
1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   Landlord has the right of remedy which includes recovering full payment, termination of the lease or re-let the space to a new tenant.
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   This is an existing company and all money will come from existing sales within the company.
6) Is there a drive through window on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   Yes, the patio is contiguous.
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   June 10th 2022

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	0498 - Floor Plan (003).pdf	03/30/2022
MENU	Menu with soft drink prices.pdf	03/30/2022
QUESTIONNAIRE	AZ Personal Questionnaire (H. Hope).pdf	03/30/2022
QUESTIONNAIRE	AZ Personal Questionnaire (J. Wolszczak) (003).pdf	03/30/2022
QUESTIONNAIRE	AZ Personal Questionnaire (C. Tomasso).pdf	03/30/2022
QUESTIONNAIRE	FW 0498 - Mgr Documents - Amy.pdf	03/30/2022
RECORDS REQUIRED FOR AUDIT	Audit Request Signed.pdf	03/30/2022
RESTAURANT OPERATION PLAN	FW 498- Restaurant Plan Signed.pdf	03/30/2022
QUESTIONNAIRE	Feinstein - Questionnaire Statement of Citizenship (signed).pdf	03/30/2022
	First Watch Restructured chart with letter for pending applications..pdf	04/28/2022

First Watch Restaurant Inc.

Updated - 10-5-2021
Confidential – Do not forward to third parties without consent from Legal Dept.



Publicly traded entity on Nasdaq.
Christopher Tomasso - President, Chief Executive Officer
Henry Melville Hope, III - Chief Financial Officer and Treasurer
Jay Wolszczak - General Counsel and Secretary

Christopher Tomasso - President
Henry Melville Hope, III - Treas/Secretary

Christopher Tomasso - Pres./CEO/Director
Henry Melville Hope, III - CFO
Jay Wolszczak - CLO/Secretary

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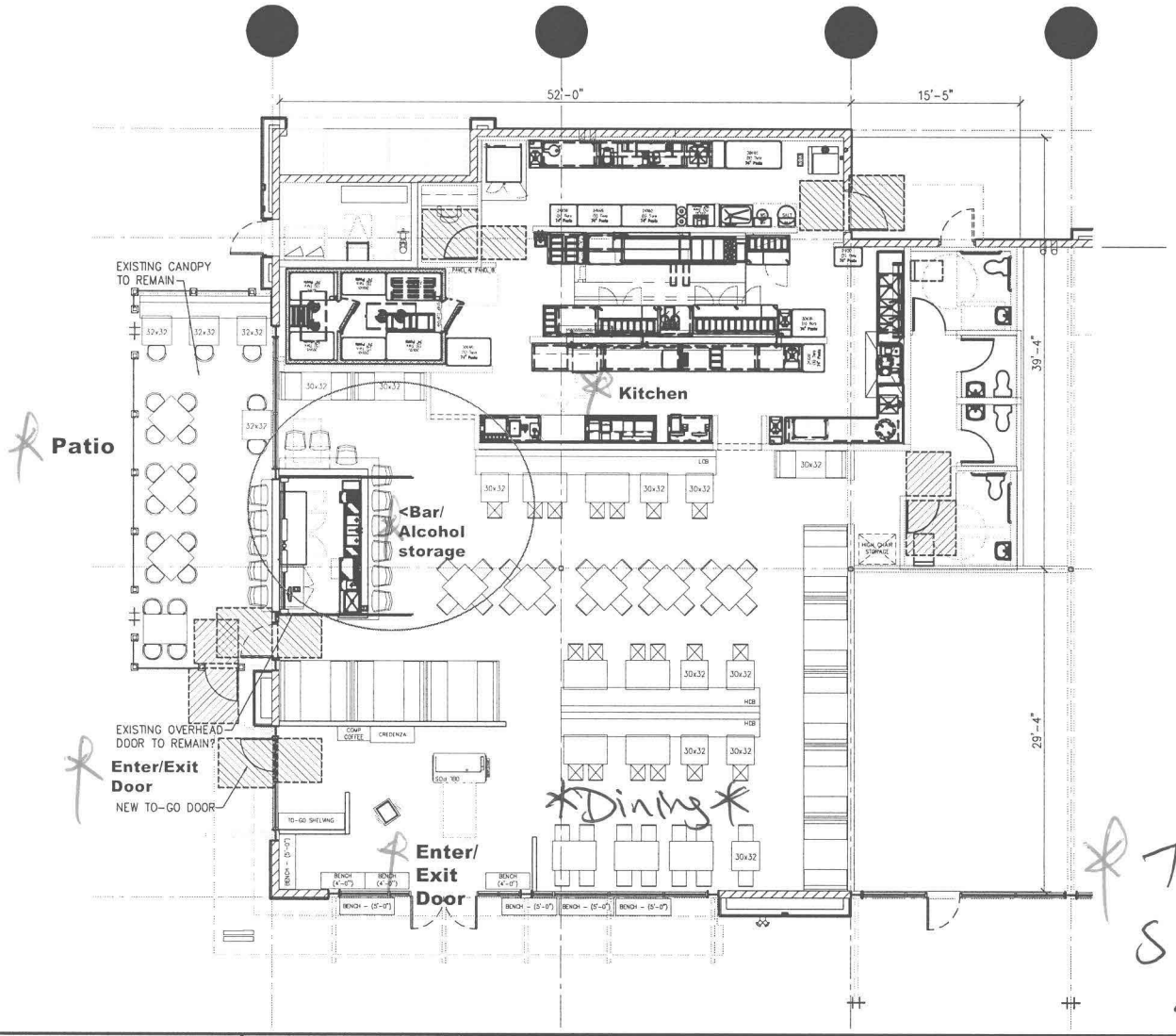

Total SQ ft ~ 4000

NOTE:
ALL SQUARE FOOTAGE CALCULATIONS AND FIXTURE PLACEMENT ARE APPROXIMATE. ARCHITECT TO COORDINATE WITH FIELD VERIFIED DIMENSIONS PRIOR TO CONSTRUCTION.

WAIT SEAT TABULATION

INTERIOR ONLY	ACTUAL	
	UNITS	SEATS
CLASSIC 4' BENCH (2 SEATS EA.)	3	6
CLASSIC 5' BENCH (3 SEATS EA.)	1	3
CHAIR W/ ARMS (1 SEAT EA.)	X	X
CHAIR W/O ARMS (1 SEAT EA.)	X	X
LOVE SEAT (3 SEATS EA.)	X	X
TOTAL:	4	9

INTERIOR TABLE TABULATION

	ACTUAL		FIRST WATCH BRANDING	
	TABLE	SEATS	TABLE	SEATS
2-TOPS	11	22	8	16
28x32	X	X		
30x32	X	X		
4-TOPS	19	76	18	72
6-TOPS	3	18	6	36
8-TOPS	X	X		
COMMUNITY	1	9		
TOTAL:	34	125	32	124

EXTERIOR TABLE TABULATION

	ACTUAL		RANGE	
	TABLE	SEATS	TABLE	SEATS
TOTAL:	8	24		

MISCELLANEOUS ITEMS

	YES	NO	SQFT. OF SHELVES
DOUBLE DISH MACHINE	X		
WALK-IN SIZE: 9'-2"x14'-6"		X	61sqft
EXTRA PREP TABLE	X		41sqft
MEETS ALL BRAND STANDARDS			

SQUARE FOOT TABULATION

	ACTUAL	RANGE
LEASEABLE SF	4,000 SF	3,400-3,800 SF
DINING	1,853 SF	
KITCHEN/OFFICE	1,286 SF	1,200-1,300 SF
RESTROOM	369 SF	275-300 SF
HOST	278 SF	235-250 SF
BAR	144 SF	
TO-GO	70 SF	

AGI
ITECTURAL GROUP INTERNATIONAL
Seventh Street Covington, KY 41011
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designing where you want to go

FIRST WATCH
THE DAYTIME CAFE

AVONDALE

AVONDALE, AZ

Architect's Project No. 210616

Title: PROPOSED FLOOR PLAN
SCALE: NTS

Date: 2021-08-06
Drawn By: MBE

Sketch # SK-3

Revisions:

SK-1:	2021/07/15	SK-11:	
SK-2:	2021/07/19	SK-12:	
SK-3:	2021/08/06	SK-13:	
SK-4:		SK-14:	
SK-5:		SK-15:	
SK-6:		SK-16:	
SK-7:		SK-17:	
SK-8:		SK-18:	
SK-9:		SK-19:	
SK-10:		SK-20:	

'22 APR 1 Liqr. Lic. PM 4:52

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #: 19113

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): First Watch Restaurant # 498

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	Imperial Range, Griddle/Open burner combo #IHPA-2-4HT-FW, Imperial Range Potato 36" ITG-36-F W
Oven	Imperial Range, gas convection oven lower and upper model # ICVG-2 Captive-Aire Prep Hood Exhaust fan #DU33HFA
Freezer	American Panel Corporation Walk In Combo Cooler/Freezer with Shelving
Refrigerator	Hoshizaki #UR27A-LP Refrigerator under counter to go, Kairak prep cooler 1 door 46" BPT046S001-15 Kairak Prep cooler 3 door #BOT091S001-30 91", prep cooler 2 door #BPT05S00A-19 65"
Sink	Custom St. Stl. Fabrication (48x30) Busser table 48"sink right, T & S brass faucet - deck mount B-1210-01 (model)
Dish Washing Facilities	Ecolab APEX Dishwasher; D&S Custom Flatwares Soaking Table
Food Preparation Counter (Dimensions)	Custom St. STL. Fabrication Work Table 84" (84x30) waffle table 36" (36x34) hot line, waffle table 26" (26x34) cold line
Other	General Model Planetary Mixer 20qt; Custom Hot Chocolate Machine, Coffee & Iced Tea Brewers, Waffle Makers, Rice Cooker

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: **(Do not include patio seating)** [127]

   b. Bar area of your premises: [+ 0]

   c. Total dining and bar seating capacity of your premises: [= 127]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☑ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

   (If yes, what percentage of the public floor space does this area cover?) N/A %

7. What percentage of your public premises is used primarily for restaurant dining?

   (Do not include kitchen, bar, hi-top tables, or game area.) Approx. 49 %

Individuals requiring ADA accommodations call (602) 542-9027.

'22 APR 1 Liq. Lic. PM 4:52

8. Does your restaurant contain any games, televisions, or any other entertainment? ☐ YES ☑ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ YES ☑ No
(**If yes, what type and how often** 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	12
Bartenders	3
Hostesses	servers act as host/hostesses
Managers	3
Servers	15
Other ( )	4
Other ( )	4
Other ( )	

I, Jay A. Wolszczak, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [redacted]
(Signature of APPLICANT)

NOTARY

State of Florida County of Manatee

The foregoing instrument was acknowledged before me this 1st day of November 2021
Day Month Year

My Commission Expires on: 11/24/2023
Date

[redacted]
Signature of Notary Public

Notary Public State of Florida
Rochelle D Butler
My Commission GG 934477
Expires 11/24/2023

Individuals requiring ADA accommodations call (602) 542-9027.

'22 APR 1 Liq. Lic. PM 4 51

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
        - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        - 3) Dated Guest Checks
        - 4) Coupons/Specials/Discounts
        - 5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        - 1) Daily Bank Deposit Slips
        - 2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    - A. Copies of all reports required by the State and Federal Government
    - B. Employee Log (A.R.S. §4-119)
    - C. Employee time cards (actual document used to sign in and out each work day)
    - D. Payroll records for all employees showing hours worked each week and hourly wages

'22 APR 1 Liq. Lic. PM 4 51

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) Jay Anthony Wolszczak, have read and understand all aspects of this statement

X (Signature) [redacted]
Controlling Person / Agent

State of Florida County of Manatee
the foregoing instrument was acknowledged before me this

1st of November 2021
Day Month Year

My commission expires on: 11/24/2023

Notary Public State of Florida
Rochelle D Butler
My Commission GG 934477
Expires 11/24/2023

[redacted]
Signature of NOTARY PUBLIC

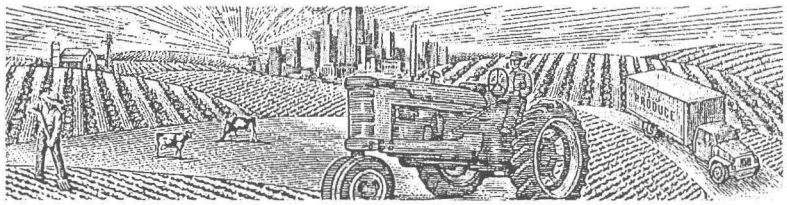
MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

THE DAYTIME CAFE

22 APR 1 PM 4 52

FIRST WATCH®

BREAKFAST • BRUNCH • LUNCH



CLASSIC FAVORITES

THE TRADITIONAL BREAKFAST Two cage-free eggs any style with your choice of bacon, smoked ham, savory chicken sausage patties, turkey or pork sausage links. Served with whole grain artisan toast, all-natural house preserves and fresh, seasoned potatoes. Substitute Udi's Gluten Free toast® (200 Cal) at no additional charge. (940-1410 Cal) 11.29

TRI-FECTA Two cage-free eggs any style with either a light and airy Belgian waffle or a multigrain pancake. Plus your choice of bacon, savory chicken sausage patty, turkey or pork sausage link. (540-980 Cal) 11.49

OUR PHILOSOPHY FOR SERVING FRESH, IN-SEASON PRODUCE IS SIMPLE, REALLY...
WE "FOLLOW THE SUN" AND PARTNER WITH THE BEST GROWERS POSSIBLE.

THE HEALTHIER SIDE

AVOCADO TOAST Our thick-cut whole grain toast topped with fresh smashed avocado, EVOO, lemon and Maldon sea salt. Served with two cage-free basted eggs. (630 Cal) 11.49

HEALTHY TURKEY Egg white omelet with turkey, house-roasted onions, tomatoes, spinach and Feta. Served with whole grain artisan toast and all-natural house preserves. (540 Cal) 10.69

A.M. SUPERFOODS BOWL Coconut milk chia seed pudding topped with fresh bananas, berries, blackberry preserves and housemade granola. Served with whole grain artisan toast topped with almond butter and Maldon sea salt. (990 Cal) 9.59

SUNRISE GRANOLA BOWL Non-fat vanilla Greek yogurt layered with fresh, seasonal fruit, nuts and our housemade granola. Served with a fresh baked muffin of the day. (950-1090 Cal) 9.59

STEEL-CUT OATMEAL Made-to-order topped with house-marinated berries, fresh sliced banana and pecans. Served with low-fat milk, brown sugar and a fresh baked muffin of the day. (1000-1130 Cal) 8.59

TRI-ATHLETE Egg white omelet with house-roasted Crimini mushrooms, onions, tomatoes and green chilies. Served with housemade pico de gallo, whole grain artisan toast, all-natural house preserves and fresh fruit. (520 Cal) 10.29

POWER WRAP Egg whites, turkey, spinach, house-roasted Crimini mushrooms and Mozzarella in a sun-dried tomato-basil tortilla. Served with fresh fruit and a side of housemade pico de gallo. (610 Cal) 9.99

FROM THE GRIDDLE

MULTIGRAIN PANCAKES We've gotta warn you: These beauties are beyond big – they're humongous! Choose your stackage accordingly.

- Plain (520/1050 Cal)
- Chocolate Chip (640/1270 Cal)
- Banana Granola Crunch (670/1340 Cal)
- Blueberry (580/1150 Cal)
- Carrot Cake & Pecan (650/1300 Cal)

One 5.79 Two 7.69

LEMON RICOTTA PANCAKES We add fresh, whipped ricotta cheese to our multigrain batter. Served as a "mid-stack" of two pancakes topped with marinated berries, creamy lemon curd and powdered cinnamon sugar. (1030 Cal) 10.79

BELGIAN WAFFLE Our light and airy waffle with a side of warm, berry compote and powdered cinnamon sugar. (430 Cal) 9.29

FRENCH TOAST Custard-dipped, thick-cut brioche bread topped with whipped butter and powdered cinnamon sugar. (650 Cal) 9.99

FLORIDIAN FRENCH TOAST Thick-cut brioche with wheat germ and powdered cinnamon sugar, covered with fresh banana, kiwi and seasonal berries. (840 Cal) 10.79

REGULAR SYRUP (200 Cal)
SUGAR-FREE SYRUP (20 Cal) AVAILABLE UPON REQUEST
100% PURE MAPLE SYRUP (190 Cal) AVAILABLE FOR 1.29

EGG-SCLUSIVES

CHICKICHANGA Whipped eggs with spicy, all-natural chicken breast, chorizo, green chilies, Cheddar, Monterey Jack, onions and avocado rolled in a flour tortilla. Topped with Vera Cruz sauce and all-natural sour cream. Served with fresh fruit and fresh, seasoned potatoes. (1310 Cal) 11.99

EGGS BENEDICT Two poached cage-free eggs atop toasted ciabatta piled high with your choice of combinations below and topped with hollandaise. Served with lemon dressed organic mixed greens. (Fresh, seasoned potatoes (340 Cal) available upon request.)

- **Classic** - smoked ham and vine-ripened tomato (610 Cal) 11.99
- **Florentine** - fresh baby spinach, avocado and vine-ripened tomato (530 Cal) 12.29
- **BLT** - bacon, vine-ripened tomato, avocado and lemon dressed arugula (590 Cal) 12.49
- **Smoked salmon** - Wild Alaska Smoked Sockeye Salmon*, red onion and vine-ripened tomato - (510 Cal) 14.29

THE ELEVATED EGG SANDWICH An over-easy cage-free egg with bacon, Gruyere cheese, fresh smashed avocado, mayo and lemon dressed arugula on a brioche bun. Served with fresh, seasoned potatoes. (1070 Cal) 11.49

FARM STAND BREAKFAST TACOS Three wheat-corn tortillas with scrambled eggs, Cajun chicken, chorizo, Cheddar and Monterey Jack cheeses. Topped with fresh avocado and housemade pico de gallo. Served with seasoned black beans. (970 Cal) 10.99

BISCUITS AND TURKEY SAUSAGE GRAVY WITH EGGS Freshly baked biscuits with savory turkey sausage gravy. Served with two cage-free eggs any style and fresh, seasoned potatoes. (960 Cal) 10.99

SKILLET HASH Two cage-free eggs any style atop fresh, seasoned potatoes. Served with whole grain artisan toast with all-natural house preserves. Choose one from below.

- **Farmhouse** - bacon, avocado, house-roasted onions and tomatoes with Cheddar and Monterey Jack (1400 Cal) 12.49
- **Parma** - Italian sausage, house-roasted Crimini mushrooms, onions and tomatoes with melted Parmesan, Mozzarella and fresh herbs (1450 Cal) 12.29
- **Market** - house-roasted Crimini mushrooms, zucchini, shallots, red peppers, baby spinach, melted Mozzarella and herbed Goat cheese (1310 Cal) 11.99

OMELETS AND FRITTATAS

Served with whole grain artisan toast with all-natural house preserves (380 Cal) and lemon dressed organic mixed greens (70 Cal). Fresh, seasoned potatoes (340 Cal) available upon request. Substitute egg whites (subtract 160 Cal) or Udi's Gluten Free toast® (200 Cal) at no additional charge.

BACADO Bacon, avocado and Monterey Jack. Topped with all-natural sour cream and served with a side of housemade pico de gallo. (740 Cal) 11.39

HAM & GRUYERE Smoked ham, Gruyere cheese and fresh herbs. (610 Cal) 10.79

CHILE CHORIZO Chorizo, avocado, green chilies, roasted onions, Cheddar and Monterey Jack. Topped with all-natural sour cream and served with a side of housemade pico de gallo. (730 Cal) 10.99

MORNING MARKET VEG House-roasted zucchini, Crimini mushrooms, shallots, tomatoes and kale with Goat cheese and fresh herbs. (500 Cal) 10.99

INSPIRED ITALIAN Italian sausage, house-roasted tomatoes and red peppers with fresh herbs, Mozzarella and Parmesan. (780 Cal) 10.79

THE WORKS Ham, bacon, sausage, house-roasted Crimini mushrooms, onions and tomatoes with Cheddar and Monterey Jack. Topped with all-natural sour cream. (730 Cal) 11.69

FRITTATA RUSTICA A classic Italian-style omelet with kale, house-roasted Crimini mushrooms, onions and tomatoes topped with Mozzarella and Parmesan cheese. Served with ciabatta toast and lemon dressed organic mixed greens. (720 Cal) 10.99

SMOKED SALMON & ROASTED VEGETABLE FRITTATA A classic frittata with Wild Alaska Smoked Sockeye Salmon*, house-roasted shallots and tomatoes topped with Parmesan cheese, a chive cream drizzle and fresh herbs. Served with ciabatta toast and lemon dressed organic mixed greens. (670 Cal) 11.99

POWER BOWLS

Power Bowls are gluten free°.

POWER BREAKFAST QUINOA BOWL Protein-packed quinoa, Italian sausage, house-roasted Crimini mushrooms and tomatoes, kale, Parmesan and EVOO. Topped with two basted cage-free eggs. (860 Cal) 10.59

PESTO CHICKEN QUINOA BOWL Protein-packed quinoa, kale, shredded carrots and house-roasted tomatoes topped with all-natural chicken breast, basil pesto sauce, Feta crumbles and fresh herbs. (650 Cal) 10.69

At First Watch, we start each morning by juicing fresh fruits and vegetables, baking muffins, and whipping up our French toast batter from scratch. Every Breakfast, Brunch, Lunch, pot of coffee and glass of signature juice is made with the finest ingredients possible for the freshest taste around. That's because, even though we love to say "Yeah, it's fresh", it's even better when we hear you say it.

• YEAH •
IT'S FRESH

2000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.
*SALMON SERVED RAW. CONSUMING RAW OR UNDERCOOKED SEAFOOD MAY POSE AN INCREASED RISK OF FOODBORNE ILLNESS.

MENUS ARE CLEANED AND DISINFECTED BETWEEN EACH USE FOR YOUR SAFETY

Liqr. Lic. PM 4:52

SIDES AND SMALL PLATES

BOB'S RED MILL GRITS
Buttered (180 Cal) 2.49 Cheesy (180 Cal) 2.69

FRESH, SEASONAL FRUIT
Small (100 Cal) 3.99 Large (190 Cal) 4.99

FRESH, SEASONED POTATOES (340 Cal) 3.29

BISCUITS & GRAVY (420 Cal) 4.99

WHOLE GRAIN ARTISAN TOAST WITH ALL-NATURAL HOUSE PRESERVES (380 Cal) 1.99

ENGLISH MUFFIN (330 Cal) 1.89

UDI'S GLUTEN FREE TOAST* (200 Cal) 1.99

FRESH BAKED MUFFIN OF THE DAY (460-590 Cal) 2.49

MILLION DOLLAR BACON (530 Cal) 5.49

HARDWOOD SMOKED BACON (160 Cal) 4.99

SMOKED HAM (160 Cal), **PORK SAUSAGE** (460 Cal), **SAVORY CHICKEN SAUSAGE PATTY** (180 Cal) **OR TURKEY SAUSAGE** (220 Cal) 3.99

LEMON DRESSED ORGANIC MIXED GREENS (70 Cal) 2.79

BOWL OF SOUP
Tomato Basil or Soup of the Day (130-290 Cal) 4.49

SALADS

Served with artisan ciabatta toast. (90 Cal)

SUPERFOOD KALE Vitamin-rich kale and organic mixed greens with housemade maple-roasted carrots, warm all-natural chicken breast, dried cranberries, slivered almonds and shredded Parmesan cheese tossed in our refreshing maple-lemon vinaigrette. (830 Cal) 10.29

CHICKEN AVOCADO CHOP Chopped romaine and arugula, all-natural chicken breast, avocado, tomatoes, corn, black beans, Feta cheese and crispy tortilla chips with a citrus chipotle dressing. (790 Cal) 10.39

COBB Organic mixed greens, bacon, turkey breast, egg, tomatoes, avocado and Bleu cheese crumbles with ranch dressing. (690 Cal) 10.59

SWEET HONEY PECAN Organic mixed greens, romaine, all-natural chicken breast, bacon, toasted pecans, avocado, tomatoes and carrots with Cheddar and Monterey Jack. Drizzled with warm honey Dijon dressing. (860 Cal) 10.29

SANDWICHES

Sandwiches served with lemon dressed organic mixed greens (70 Cal) or a bowl of hot soup. (130-290 Cal)

MONTEREY CLUB Turkey, bacon, avocado, organic mixed greens, tomato, Monterey Jack and mayo on sourdough. (1000 Cal) 10.39

BLTE The classic BLT plus two over-hard cage-free eggs, Monterey Jack and mayo on artisan whole grain. (1100 Cal) 9.99

BAJA TURKEY BURGER A lean white-meat turkey patty with avocado, organic mixed greens, housemade pico de gallo, mayo and Horseradish Havarti on a brioche bun. (810 Cal) 9.99

MARKET VEGGIE House-roasted Crimini mushrooms, zucchini and spinach with basil pesto, mayo and Mozzarella cheese on grilled artisan whole grain. (770 Cal) 9.59

ROAST BEEF & HAVARTI Roast beef, Horseradish Havarti, house-roasted onions and tomato with lemon dressed arugula on grilled Parmesan-crusted sourdough. Horseradish sauce on the side. (1000 Cal) 10.29

HAM & GRUYERE MELT Smoked ham, tomato and melty Gruyere cheese with Dijonnaise on grilled artisan brioche. (870 Cal) 9.89

VEGGIE BURGER A seasoned all-natural patty of brown rice, Peppadew peppers, onions, carrots and mushrooms. Served on a brioche bun with fresh smashed avocado, organic mixed greens, tomato, red onion and a side of Dijonnaise. (610 Cal) 9.99

CHICKEN SALAD MELT All-natural white-meat chicken salad made with apples, raisins and celery served open-faced on grilled artisan whole grain. Topped with tomato and melted Monterey Jack. (580 Cal) 9.99

2 for YOU

LUNCH SPECIALS THAT ARE TWICE AS NICE **9.99**

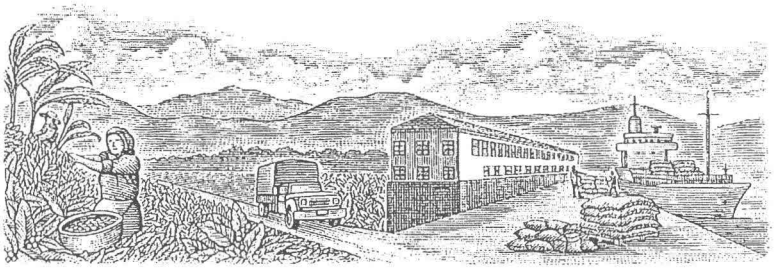
CHOOSE TWO FROM THE FOLLOWING

½ sandwich • ½ salad • cup of soup

SANDWICHES
- Monterey Club (500 Cal)
- Ham & Gruyere Melt (440 Cal)
- Market Veggie (390 Cal)
- Roast Beef & Havarti (580 Cal)

SALADS
- Cobb (340 Cal)
- Superfood Kale (420 Cal)
- Sweet Honey Pecan (430 Cal)
- Chicken Avocado Chop (400 Cal)

SOUPS
- Soup of the Day (90-210 Cal)
- Tomato Basil (130 Cal)



PROJECT SUNRISE

HUILA COLOMBIA

An entire pot of our premium, full-flavored coffee – freshly brewed just for you. (0 Cal) 3.29

When you drink Project Sunrise coffee, you're supporting our commitment to our partners, the Mujeres en Café, or Women in Coffee, and their mission to grow the highest quality coffee, support their families, and strengthen their communities in Huila, Colombia.

Better Coffee. Better World.

JUICE BAR

Juiced daily using all-natural ingredients.

MORNING MEDITATION
Orange, lemon, turmeric, organic ginger, agave nectar and beet. (140 Cal) 4.99

KALE TONIC
Kale, Fuji apple, cucumber and lemon. (130 Cal) 4.99

SEASONAL JUICE 4.99

BEVERAGES

COLD BREW COFFEE
Made with 100% Organic Aztec coffee beans. (0 Cal) 3.99

ICED COFFEE
Creamy, sweet, cold and refreshing. (160 Cal) 3.29

DECAF COFFEE (0 Cal) 3.29

HERBAL TEAS
A selection of hot organic herbal teas. (0 Cal) 2.89

FRESH-BREWED ICED TEA
Unsweetened black or seasonal flavor. (free refills) (0/80 Cal) 2.99

HOT CHOCOLATE (160 Cal) 3.29

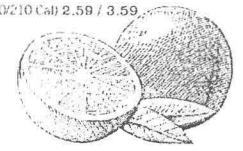
LOW-FAT MILK
Small or Large (100/190 Cal) 2.49 / 3.29

COCA-COLA SOFT DRINKS (free refills)
(0-110 Cal) 3.29

100% COLD SQUEEZED ORANGE JUICE
Small or Large (110/210 Cal) 2.99 / 3.79

GRAPEFRUIT
Small or Large (100/190 Cal) 2.59 / 3.59

APPLE OR CRANBERRY
Small or Large (110/210 Cal) 2.59 / 3.59



2000 calories a day is used for general nutrition advice, but calorie needs vary.

For our customers with food allergies and/or sensitivities, please inform your server prior to ordering. We will make every effort to accommodate your request. *We are not a gluten-free kitchen. Our dishes are made fresh and prepared-to-order, so individual foods may come into contact with one another due to shared cooking and preparation areas/utensils. We cannot guarantee that cross-contact with foods containing gluten will not occur but will make every effort to avoid it.

HW-11201

FROM THE

BAR

SIGNATURE COCKTAILS 8

Morning Glory
New Amsterdam Gluten Free Vodka, orange, lemon, turmeric, organic ginger and agave nectar (210 Cal)

Vodka Kale Tonic
New Amsterdam Gluten Free Vodka, fresh juiced kale, Fuji apple, English cucumber and lemon (210 Cal)

Pomegranate Sunrise
Camarena Tequila, pomegranate, fresh lime and agave nectar (330 Cal)

Cinnamon Toast Cereal Milk
Rum Haven Coconut Rum, cold brew coffee, coconut milk and agave nectar (260 Cal)

BRUNCH CLASSICS 8

Million Dollar Bloody Mary
New Amsterdam Gluten Free Vodka, Bloody Mary mix and Million Dollar Bacon (300 Cal)

Mimosa
100% cold squeezed orange juice and Barefoot Bubbly Brut Cuvée (250 Cal)

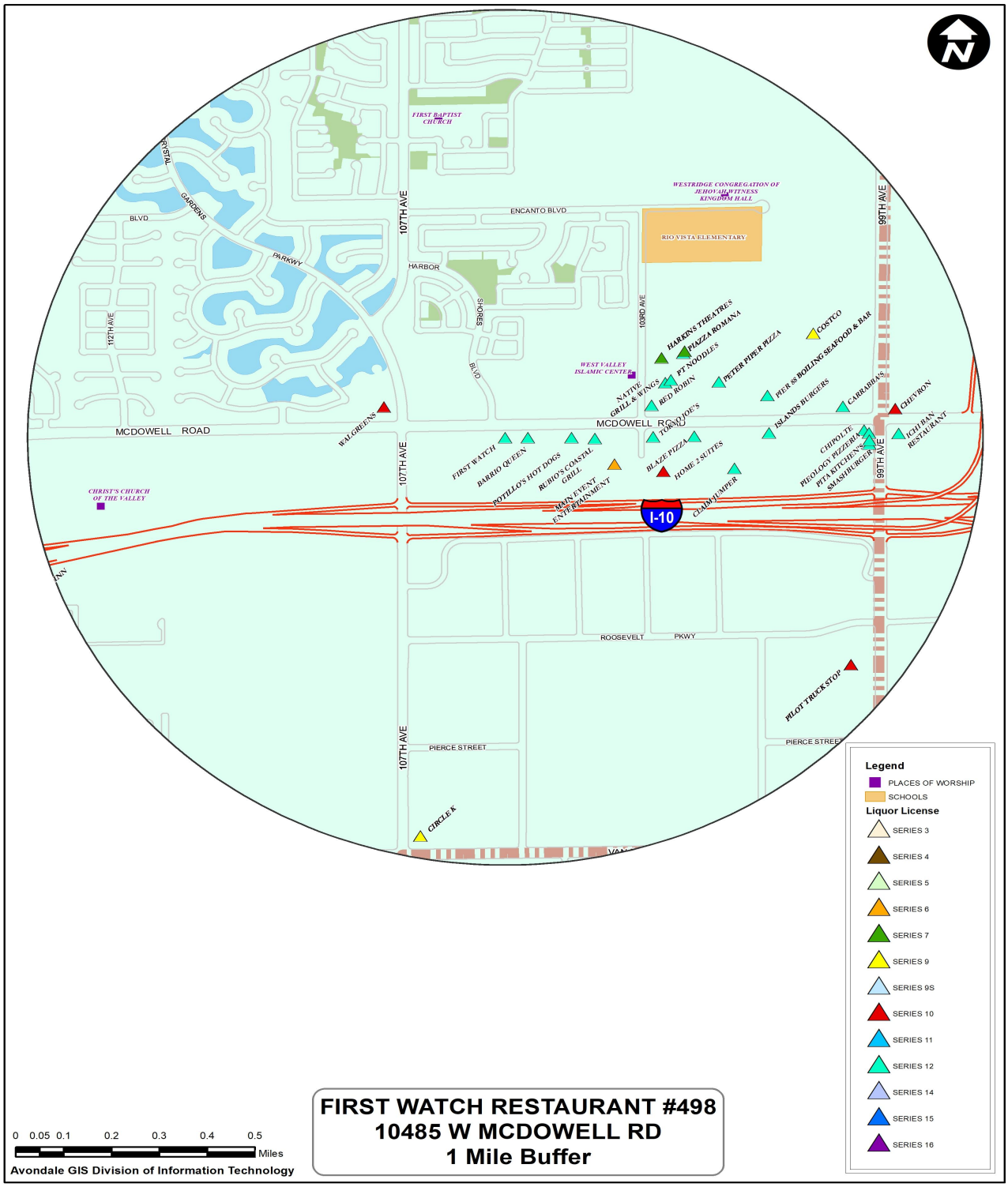
Sparkling
Barefoot Bubbly Brut Cuvée 187ml (170 Cal)

2000 calories a day is used for general nutrition advice, but calorie needs vary.
Additional nutrition information available upon request.

BAR4/5-0420

Avondale
Aspiring. Achieving. Accelerating.

GIS MAP



FIRST WATCH RESTAURANT #498
10485 W MCDOWELL RD
1 Mile Buffer

Jason Eneboe
Jason Eneboe (May 25, 2022 11:29 PDT)

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LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Joanne Karen Feinstein
Business Name	First Watch Restaurant #498
Business Address	10485 W McDowell Rd

Department Comments

The General Plan designates this property as Freeway Commercial (C-3), the current zoning is Planned Area Development (PAD) known as the Park 10 Pad. A restaurant is an allowed use per the PAD narrative.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☑ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

E-Signature	Associate Planner **Title**
Augustus Gerletti **Name**	May 26, 2022 **Date**

This license is scheduled for the City Council Meeting on: July 11,2022

Please complete form by: June 20, 2022

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LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Joanne Karen Feinstein
Business Name	First Watch Restaurant #498
Business Address	10485 W McDowell Rd
Department Comments	

☐ **Police Department** ☐ **Fire Department**

☐ **Development Services** ☑ **Finance Department**

◉ **Approved** ○ **Denied**

Daniel Vazquez
Daniel Vazquez (May 25, 2022 15:39 PDT)
E-Signature

Accountant/Tax Auditor
Title

Daniel Vazquez
Name

May 25, 2022
Date

This license is scheduled for the City Council Meeting on: July 11,2022

Please complete form by: June 20, 2022

Avondale
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LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Joanne Karen Feinstein
Business Name	First Watch Restaurant #498
Business Address	10485 W McDowell Rd

Department Comments

No comments

- ☐ **Police Department**
- ☑ **Fire Department**
- ☐ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Jason Napier
Jason Napier (May 25, 2022 15:36 PDT)
E-Signature

Fire Marshal
Title

Jason Napier
Name

May 25, 2022
Date

This license is scheduled for the City Council Meeting on: July 11,2022

Please complete form by: June 20, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Joanne Karen Feinstein
Business Name	First Watch Restaurant #498
Business Address	10485 W McDowell Rd
Department Comments	

- [x] **Police Department**
- [ ] **Fire Department**
- [ ] **Development Services**
- [ ] **Finance Department**

- (●) **Approved**
- ( ) **Denied**

Jonathon Martin
Jonathon Martin (May 25, 2022 12:02 PDT)
E-Signature

Asst. Chief (Interim)
Title

Jonathon Martin
Name

May 25, 2022
Date

This license is scheduled for the City Council Meeting on: July 11,2022

Please complete form by: June 20, 2022

Item Number: 3.c.

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Backstreet Asia

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Cherlene Penilla Acting City Manager, (623) 333-1015

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

PURPOSE:
City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Lindsay Hansen Manchua for the sale of alcohol at Backstreet Asia located at 965 East Van Buren Street #124 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Backstreet Asia is a new establishment to be located at 965 East Van Buren Street #124 in Avondale. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:
As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:
The liquor license application fee of $250 has been paid in full.

RECOMMENDATION:
Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and

Control of an application for a Series 12 (Restaurant) Liquor License Submitted by Lindsay Hansen Manchua for the sale of alcohol at Backstreet Asia located at 965 East Van Buren Street #124 in Avondale.

Contact person for document distribution: *Maria James*

State of Arizona
Department of Liquor Licenses and Control

Created 05/24/2022 @ 02:48:17 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BACKSTREET ASIA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	965 E VAN BUREN STREET #124 AVONDALE , AZ 85323 USA		
Mailing Address:	[redacted] USA		
Phone:	[redacted]		
Alt. Phone:	[redacted]		
Email:	BACKSTREETASIA@GMAIL.COM		

AGENT

Name:	LINDSAY HANSEN MANCHUA
Gender:	Female
Correspondence Address:	[redacted] USA
Phone:	[redacted]
Alt. Phone:	
Email:	BACKSTREETASIA@GMAIL.COM

OWNER

Name:	LINDSAY HANSEN MANCHUA
Gender:	Female
Correspondence Address:	[redacted] USA
Phone:	[redacted]
Alt. Phone:	
Email:	BACKSTREETASIA@GMAIL.COM

APPLICATION INFORMATION

Application Number: 196494
Application Type: New Application
Created Date: 04/27/2022

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   SECUIRTY DEPOSIT
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0
6) Is there a drive through window on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

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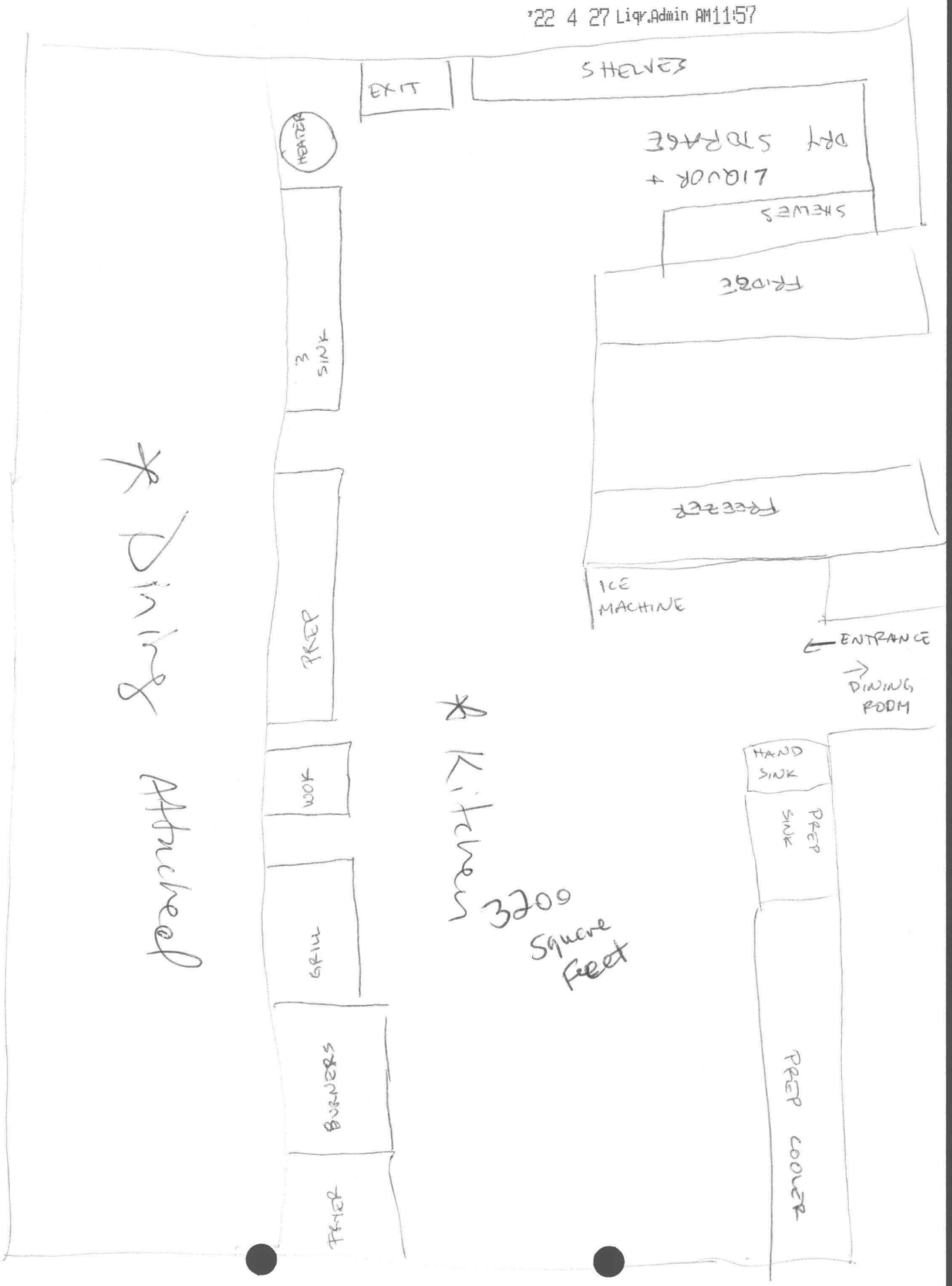

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Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #: 196494

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): Backstreet Asia

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	CPG - 8 BURNER
Oven / BURNER	SIERRA - 8 BURNER
Freezer	DELFIELD - 3 DOORS
Refrigerator	BEVERAGE AIR - 4 DOORS
Sink	MRS-HS-14 14"
Dish Washing Facilities	81" ADVANCE TABCO
Food Preparation Counter (Dimensions)	11'x2' + 11 1/2 FEET
Other PREP SINK	39" GSW

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: (**Do not include patio seating**) [100]

   b. Bar area of your premises: [+ 13]

   c. Total dining and bar seating capacity of your premises: [= 113]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☒ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

   (**If yes, what percentage of the public floor space does this area cover?**) _____%

7. What percentage of your public premises is used primarily for restaurant dining?

   (**Do not include kitchen, bar, hi-top tables, or game area.**) 70 %

Individuals requiring ADA accommodations call (602) 542-9027.

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8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2 TV - BAR
1 STAGE FOR KARAOKE
2 ROOMS - PRIVATE KARAOKE

9. Do you have live entertainment or dancing? ☒ YES ☐ No
(**If yes, what type and how often** 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

KARAOKE - 1x / WEEK
DJ - DANCING 1x / MO.
LIVE BAND - 1x / MO
COMEDY NIGHTS - 1x / MO

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	3
Bartenders	
Hostesses	4
Managers	1
Servers	4
Other (BUSSER)	1
Other (DISHWASHERS)	2
Other ( )	

I, MANCHHA, LINDSAY H., hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [redacted]
(Signature of APPLICANT)

NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 25 day of April 2022

My Commission Expires on: 09/25/2025
Date

GREAT SEAL OF THE STATE OF ARIZONA
VANESSA BUENO
Notary Public - Arizona
Maricopa County
Commission # 613488
My Comm. Expires Sep 25, 2025

Day [redacted] ar
Signature of Notary Public

Individuals requiring ADA accommodations call (602) 542-9027.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

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RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
        - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        - 3) Dated Guest Checks
        - 4) Coupons/Specials/Discounts
        - 5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        - 1) Daily Bank Deposit Slips
        - 2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    - A. Copies of all reports required by the State and Federal Government
    - B. Employee Log (A.R.S. §4-119)
    - C. Employee time cards (actual document used to sign in and out each work day)
    - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

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A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) LINDSAY H. MANCHULA, have read and understand all aspects of this statement

X (Signature) [redacted]
Controlling Person / Agent

State of Arizona County of Maricopa
the foregoing instrument was acknowledged before me this
25 of April 2022
Day Month Year

My commission expires on 09/25/2025

VANESSA BUENO
Notary Public - Arizona
Maricopa County
Commission # 613488
My Comm. Expires Sep 25, 2025

[redacted]
Signature of NOTARY PUBLIC

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

MENU

ENTREES

E1. Kare-Kare with crispy pork - 13
Stew in savory peanut sauce topped with crispy pork, bokchoy, eggplant, long beans, and served with steamed rice

E2. Kare-Kare Seafood - 18
Topped with shrimp, squid, and crispy fish and served with steamed rice

E3. Bicol Express - 12
Lean pork cooked in coconut milk, chilli, shrimp paste and served with steamed rice

E4. Pancit bihon (rice noodles)
Chicken - 12 • beef - 14 • combo - 16
Rice noodles with veggies and your choice of protein

E5. Pork Igado - 12
Lean pork, beef liver, potato cooked in our special dark sauce and served with steamed rice

E6. Sizzling Sisig - 17
Pork and beef parts cooked in ginger, garlic, lemon juice, and topped with sunny side up egg

E7. Chicken Adobo - 15
Chicken cooked in our special dark sauce, bay leaf, spices and served with steamed rice

E9. Pork Sinigang - 15
Sour, savoury with a touch of heat cooked with pork, bokchoy, radish, long beans, tomato and served with steamed rice

Kare kare Eggroll Sisig

Pad Kra Pao Isaw Lechon Kawali

EXTRAS

E1. Steamed rice - 2
E2. French Fries - 4
E3. Egg drop soup - 4
E4. Chicken tenders - 4

ENTREES

E10. Korean BBQ - 16
Marinated short ribs, served with radish, kimchi and steamed rice

E11. Spicy Pork Bulgogi - 16
Thinly sliced pork marinated in gochujang and spices served with radish, kimchi and steamed rice

E12. Pad Kra Pao - 14
Ground pork Stir fried with onions, green & red bell pepper, basil, kaffir leaves, and house sauce.

E13. Red Curry
Chicken - 12 • beef - 14 • combo - 16
Spicy curry with fresh Thai long beans, onions, mushroom, bell peppers, kaffir leaves, coconut milk and served with steamed rice

SPICE LEVEL: 1-5 * Choose wisely, no return/exchange

STREET FOOD

SF1. Chicken feet dimsum (4ea.) - 5
SF2. Chicharon bulaklak (ruffle fat) - 9
SF3. Isaw intestine (3 sticks.) - 6
SF4. Hotdog (3 sticks) - 6
SF5. Fish Balls (3 sticks) - 6
SF6. Chicken Wings - mild, bbq, hot, dragon's breath, manghost
(6ea.) 10 - (10ea.) 14 - (15ea.) 20 - (20ea.) 25
SF7. Eggroll (Shanghai) - 6
SF8. Lechon Kawali (Crispy Pork) - 10

KIDS HAPPY MEALS

K1. Katsu curry - 12
K2. Chicken Katsu - 12
K3. Burger & Fries - 10
K4. Hotdog sandwich - 8
K5. Spaghetti - 10

MENU

BREAKFAST

7am - 1030am

B1. Longsilog - 9
Sweet sausage (Longanisa), Egg, garlic fried rice

B2. Daingsilog - 9
Marinated milk fish, Egg, garlic fried rice

B3. Tocilog - 9
Sweet cured pork, Egg, garlic fried rice

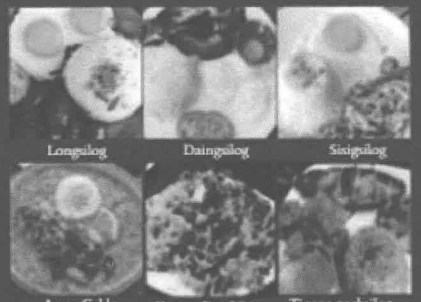
B4. Sisigsilog - 10
Sisig, Egg, garlic fried rice

B5. BIG Breakfast - 16
Tocino, Longganisa, hotdog, Tinapa or tuyo, Egg, and garlic fried rice

B6. Arroz Caldo - 10
Rice porridge; shredded chicken, hard boiled egg

B7. Tinapa porksilog - 10
Tinapa, lechon kawali, Egg, garlic fried rice

XTRA
Hotdog - 4
Tuyo - 4
Longganisa - 4
Tinapa - 4
Garlic fried rice - 3
Bagoong Fried rice - 4


Longsilog Daingsilog Sisigsilog
Arroz Caldo Korean Fried Rice Tinapa porksilog

THE COLD ONE

A1. Sapporo
(5oz) 5 - (pitcher) 23 - (bottle) 8

A2. Asahi
(5oz) 5 - (pitcher) 26 - (bottle) 8

A3. San Miguel (bottle) 6

A4. Red Horse (bottle) 8

A5. Corona - 6

A6. Dos Xx - 6

A7. Soju or Sake - SM 5 - LG 8

SWEETS

S1. Tempura Ice cream - 7
S2. Flan - 5
S3. Slice of Cake - 5
S4. Affogato - 5
S5. Mango Mousse - 5
S5. Special Halo Halo - 9

Mango Mousse Tempura Ice Cream Halo Halo Affogato

DRINKS

D1. Lemonade - 4
D2. Soda - 4
D3. Green tea - 3
D4. Coffee -3
D5. Thai tea - 5

Backstreet Asia
965 E. Van Buren St. #124
Avondale, AZ 85323

Monday, Tuesday, Thursday, Friday
7am - 3pm * 5pm - 10pm

Saturday & Sunday - 7am - 3pm * 4pm - 10pm
CLOSE ON WEDNESDAY

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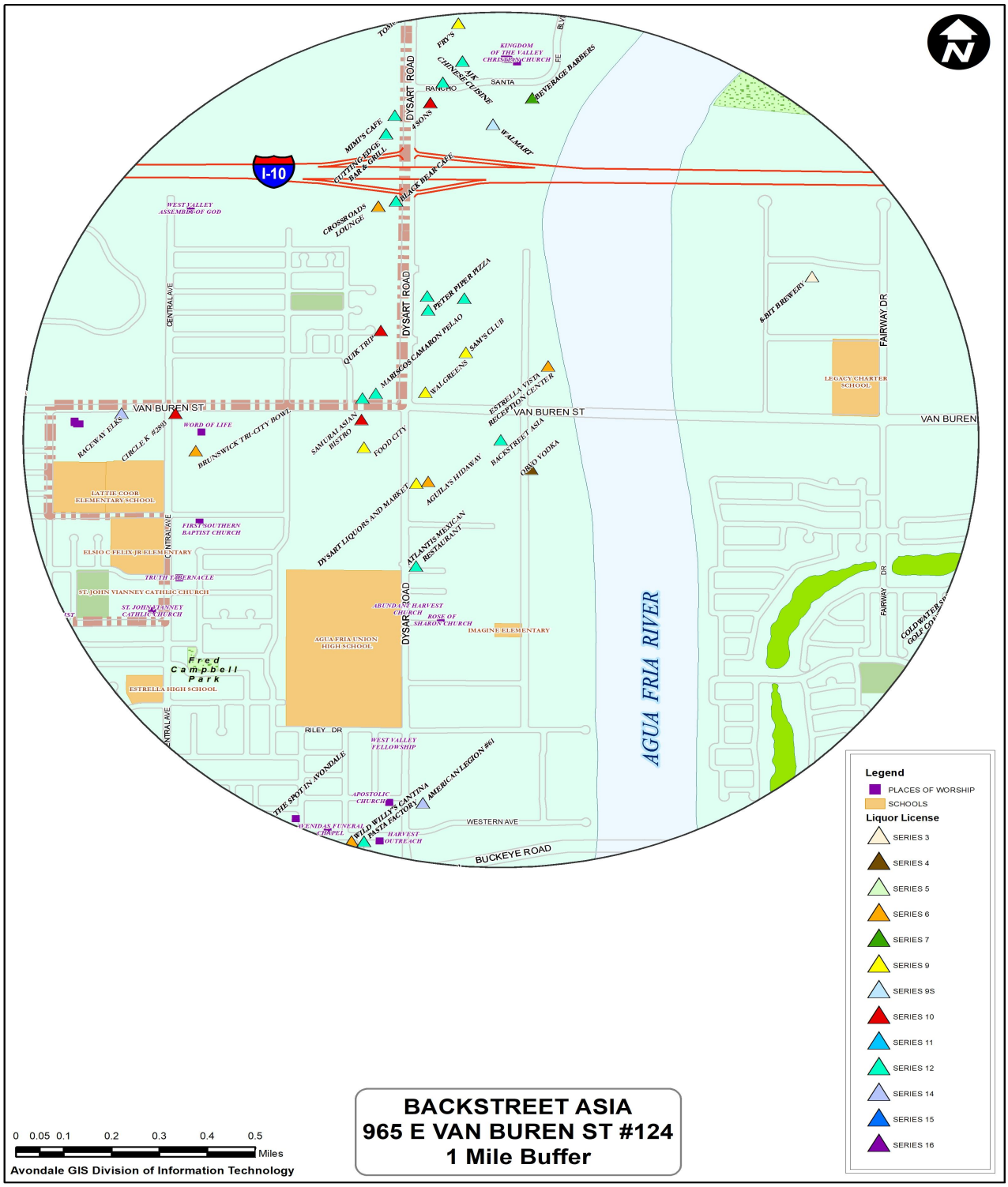
GIS MAP



Jason Eneboe
Jason Eneboe (May 31, 2022 13:44 PDT)

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Lindsay Hansen Manchua
Business Name	Backstreet Asia
Business Address	965 E Van Buren St. #124

Department Comments

The General Plan designates the property as Local Commercial, the current zoning is Community Commercial (C-2). A restaurant is an allowed use per the City of Avondale Zoning Ordinance.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☑ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

E-Signature	Associate Planner **Title**
Augustus Gerletti **Name**	May 31, 2022 **Date**

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 20, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Lindsay Hansen Manchua
Business Name	Backstreet Asia
Business Address	965 E Van Buren St. #124

Department Comments

No concerns.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☐ **Development Services**
- ☑ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Daniel Vazquez
Daniel Vazquez (May 31, 2022 14:24 PDT)
E-Signature

Accountant/Tax Auditor
Title

Daniel Vazquez
Name

May 31, 2022
Date

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 20, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Lindsay Hansen Manchua
Business Name	Backstreet Asia
Business Address	965 E Van Buren St. #124

Department Comments

No comments

- ☐ **Police Department**
- ☑ **Fire Department**
- ☐ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Jason Napier
Jason Napier (May 31, 2022 14:16 PDT)
E-Signature

Fire Marshal
Title

Jason Napier
Name

May 31, 2022
Date

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 20, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Lindsay Hansen Manchua
Business Name	Backstreet Asia
Business Address	965 E Van Buren St. #124
Department Comments	

- [x] **Police Department**
- [ ] **Fire Department**
- [ ] **Development Services**
- [ ] **Finance Department**

- (●) **Approved**
- ( ) **Denied**

Jonathon Martin
Jonathon Martin (May 31, 2022 14:13 PDT)
E-Signature

Asst. Chief (Interim)
Title

Jonathon Martin
Name

May 31, 2022
Date

This license is scheduled for the City Council Meeting on: July 11 2022

Please complete form by: June 20, 2022

Item Number: 3.d.

CITY COUNCIL REPORT

SUBJECT: Vehicle Purchase Budget and Award Authority

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Ken Gilliam, Fire Chief, (623) 333-6100

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

This proactive action ensures that the City can maintain essential fire suppression services through a reduction in the growing lead times for aging apparatus, resulting in a reduction in maintenance costs for the existing aging apparatus fleet.

PURPOSE:
City Council will consider a request to: (a) approve a budget amendment in the amount of $844,000 from the Unanticipated Revenue line item for the purpose of ordering replacement vehicles scheduled for FY2024; (b) authorize administrative award authority for the outlined vehicle purchases; and (c) direct City staff to take appropriate action. The Council will take appropriate action.

BACKGROUND:
The fire apparatus industry has experienced massive disruptions to their supply chain for parts and microchips for the production of new vehicles. This, in turn, has caused major delays in delivering apparatus to fire suppression service agencies. With demand for fire apparatus continuing to increase and continued disruption to the supply chain, fire apparatus manufacturers are extending the delivery timeframe upwards to 24 months. Due to the longer delivery timeframes, there is a greater impact to the City's currently aging fleet of fire apparatus.

DISCUSSION:
The Fire and Medical Department is seeking to order a FY2024 fire engine apparatus replacement in FY2023, as soon as the design specifications can be finalized. This proactive approach will limit the further delays in replacing aging fire apparatus. Ordering in FY2023 will potentially allow for additional cost savings.

BUDGET IMPACT:

The $844,000 appropriation necessary to facilitate the commitment to purchase these vehicles exists in the Unanticipated Revenue line item and will be transferred to the appropriate line items. This action does not commit the city to any additional expenditures that were not previously planned for the upcoming FY2024 budget and approved as part of the fire apparatus replacement plan.

RECOMMENDATION:

Staff recommends City Council authorize a budget amendment in the amount of $844,000 from the Unanticipated Revenue line item and authorize administrative award authority for the outlined fire apparatus purchases, and direct City staff to take appropriate action.

Contact person for document distribution: *Marsha Chavez*

Item Number: 3.e.

CITY COUNCIL REPORT

SUBJECT: Contributions Assistance Program Fiscal Year 2022-2023 Funding Recommendations

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood & Family Services Director, (623) 333-2711

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:
This particular item addresses multiple strategic outcome areas, including:

Community-Oriented Lifelong Learning Opportunities

- Work with community partners to expand employment opportunities for residents through job training and placement programs
- Strengthen education-based partnerships

Connected Community

- Expand community engagement opportunities through volunteerism, civic education and service Public Health and Safety
- Partner with key stakeholders to implement integrated community health and wellness programs

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PURPOSE:
City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $200,000 Contributions Assistance Program fund. The Council will take appropriate action.

BACKGROUND:
The Contributions Assistance Program was established by the City Council to provide a supplemental funding source for organizations providing services to the residents of the City of Avondale. The adopted budget for fiscal year 2022-2023 allocates $200,000 for the Contributions Assistance Program. The City Council has appointed members to the Council Subcommittee for this process. The Council Subcommittee for FY 2022-2023 includes Vice Mayor Malone, Councilmember Conde and Councilmember Nielson. This program continues to be in demand by organizations serving Avondale residents. For fiscal year 2022- 2023, applications were received from 34 non-profit agencies requesting a total amount of $453,950.

DISCUSSION:
The Subcommittee reviewed applications on June 15, 2022 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents.
- Current, timely and accurate reports from current recipients.
- Ability to generate revenue from other sources.
- Priority will be given to special projects. However, requests for operating support for direct and measurable services will be considered.
- Priority will be given to services and initiatives that support and address City Council's goals.
- Services provided at the Arizona Complete Health Avondale Resource Center will be given priority.
- Organizations that received funding in the previous fiscal year will participate in a mid-year review and demonstrate satisfactory progress towards stated goals and objectives.
- All awards should be at or above the minimum amount requested by the organization. The minimum amount is established to provide the organization with adequate funding to effectively complete the project as proposed.
- Priority will be given to services and initiatives responding to the needs of vulnerable populations affected by the COVID-19 pandemic.

The Subcommittee has made the following funding recommendations:

1. A New Leaf - VITA - $8,000
2. Agua Fria Food Bank - $10,000
3. Arizona Service Project - $12,000
4. Avondale Firefighter Charities - $5,000
5. AZ Community Impact - $1,500
6. Boys and Girls Clubs of the Valley - $8,000
7. Community Bridges - $10,000
8. Diana Gregory Outreach - $5,000
9. Friends of the Southwest Advocacy Center - $5,000
10. Helping Families in Need - $10,000
11. Homeless Youth Connection - $3,400
12. Jobs for Arizona Graduates - $10,000
13. Junior Achievement of Arizona - $5,000
14. Lutheran Social Services- $10,000
15. Mercy House Community Center - $10,000
16. Mission of Mercy - $7,500
17. New Life Center - $12,000
18. Phoenix Rescue Mission - $18,000
19. Raising Special Kids - $8,000
20. Read Better Be Better - $7,600
21. Sounds of Autism - $5,000
22. Southwest Lending Closet - $7,000
23. Southwest Valley YMCA- $5,000
24. St. Mary's Food Bank Alliance - $7,000
25. The Opportunity Tree - $5,000
26. Westside Recreation - $5,000

BUDGET IMPACT:

Funding for the Contributions Assistance Program is included in the FY2023 proposed budget. Budget appropriations are included in the FY2023 adopted budget in Fund/Division GAR01 G 25750000-69980

RECOMMENDATION:

Staff recommends that City Council approve the funding recommendations made by the Council Subcommittee for distribution of the Contributions Assistance Program Fund for fiscal year 2022-2023.

Contact person for document distribution: *Edith Baltierrez*

Item Number: 3.f.

CITY COUNCIL REPORT

SUBJECT: Fairway Commerce Center - Re-Plat - Application PL-22-0099

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development Services, 623-333-4015

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:
STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development
STRATEGY: Increase sustainability initiatives such as renewable clean energy or sustainable design and construction.

PURPOSE:
City Council will consider a request by Matt Kuehn, for approval of a Re-Plat. The proposed Re-Plat combines two (2) parcels into a 25.56 net-acre parcel, dedicates 0.465 acres of right-of-way, dedicates an eight (8) foot Public Utility Easement (PUE) along Fairway Drive, and dedicates a sidewalk easement along both Fairway Drive and Corporate Drive. The site is located at the northeast corner of Fairway Drive and Corporate Drive. Council will take appropriate action.

BACKGROUND:
The site is located at the northeast corner of Fairway Drive and Corporate Drive, (Exhibits A and B). The 25.56 net-acre parcel is undeveloped, currently being farmed, and irregularly shaped. The property was annexed into the City's corporate limits on July 29, 1976 and rezoned from Agricultural (AG) to Fairway Commerce Center Planned Area Development (PAD) case number PL-21-0112 in January 2022 (Exhibit B).

The property is designated by the General Plan 2030 Land Use Map as Business Park (Exhibit C), a land use category intended to allow for large scale campus development that provides abundant employment opportunities.
The property has frontage on both Fairway Drive and Corporate Drive.

An eight (8) foot Public Utility Easement (PUE) will be dedicated along Fairway Drive.

A sidewalk easement will be dedicated along both Fairway Drive and Corporate Drive.

Tract A, a parcel 0.46 acres in size on the south side of Corporate Drive and a triangle at the northeast corner of Fairway Drive and Corporate Drive will be dedicated as right-of-way.

The existing uses and zoning of surrounding properties include:
NORTH: Two (2) single-family residences with an associated agricultural business use zoned Suburban Residential (R1-35).
EAST: Fairway 10, a large-scale business/commerce park development.

SOUTH OF CORPORATE DRIVE: From west to east, a single-family residence with associated agricultural business uses zoned AG, a single-family residence zoned AG, vacant land zoned AG, and the River Crossing Mini Storage Facility zoned Community Commercial (C-2).
WEST OF FAIRWAY DRIVE: Avondale Commerce Center, a commerce park development with multi-tenant warehouse buildings.

SUMMARY OF REQUEST:
The applicant is requesting approval of the Fairway Commerce Center Re-Plat (Exhibit D). The proposed Re-Plat combines two (2) parcels into a 25.56 net-acre parcel, dedicates 0.465 acres of right-of-way, dedicates an eight (8) foot Public Utility Easement (PUE) along Fairway Drive, and dedicates a sidewalk easement along both Fairway Drive and Corporate Drive.

ANALYSIS:
The proposed Re-Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The proposed Re-Plat combines two (2) parcels into a 25.56 net-acre parcel, dedicates 0.465 acres of right-of-way, and dedicates an eight (8) foot Public Utility Easement (PUE) along Fairway Drive.

DISCUSSION:

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The condition of approval is reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:
No budget impacts.

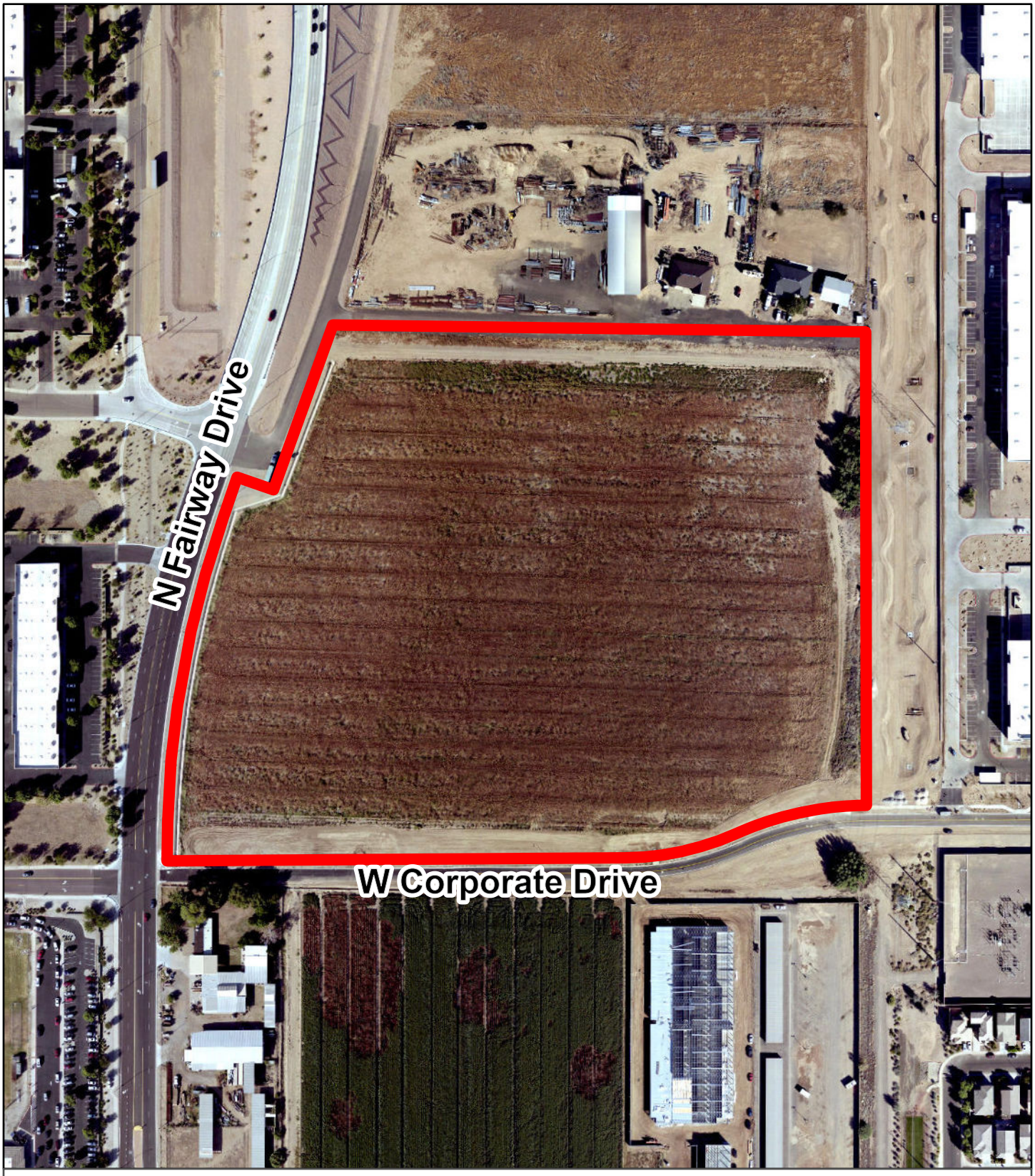
RECOMMENDATION:
Staff recommends that City Council **APPROVE** application PL-22-0099 Fairway Commerce Center Re-Plat, subject to the following one (1) condition of approval:

1. Development shall conform to the Fairway Commerce Center Re-Plat submitted June 21, 2022.

PROPOSED MOTION:
I move that City Council **APPROVE** Application PL-22-0099 Fairway Commerce Center Re-Plat, subject to one (1) recommended condition of approval as listed in the staff report.

Contact person for document distribution: *Michelle Simerdla*

Exhibit A



Aerial Photograph

Avondale

Subject Property

N
W
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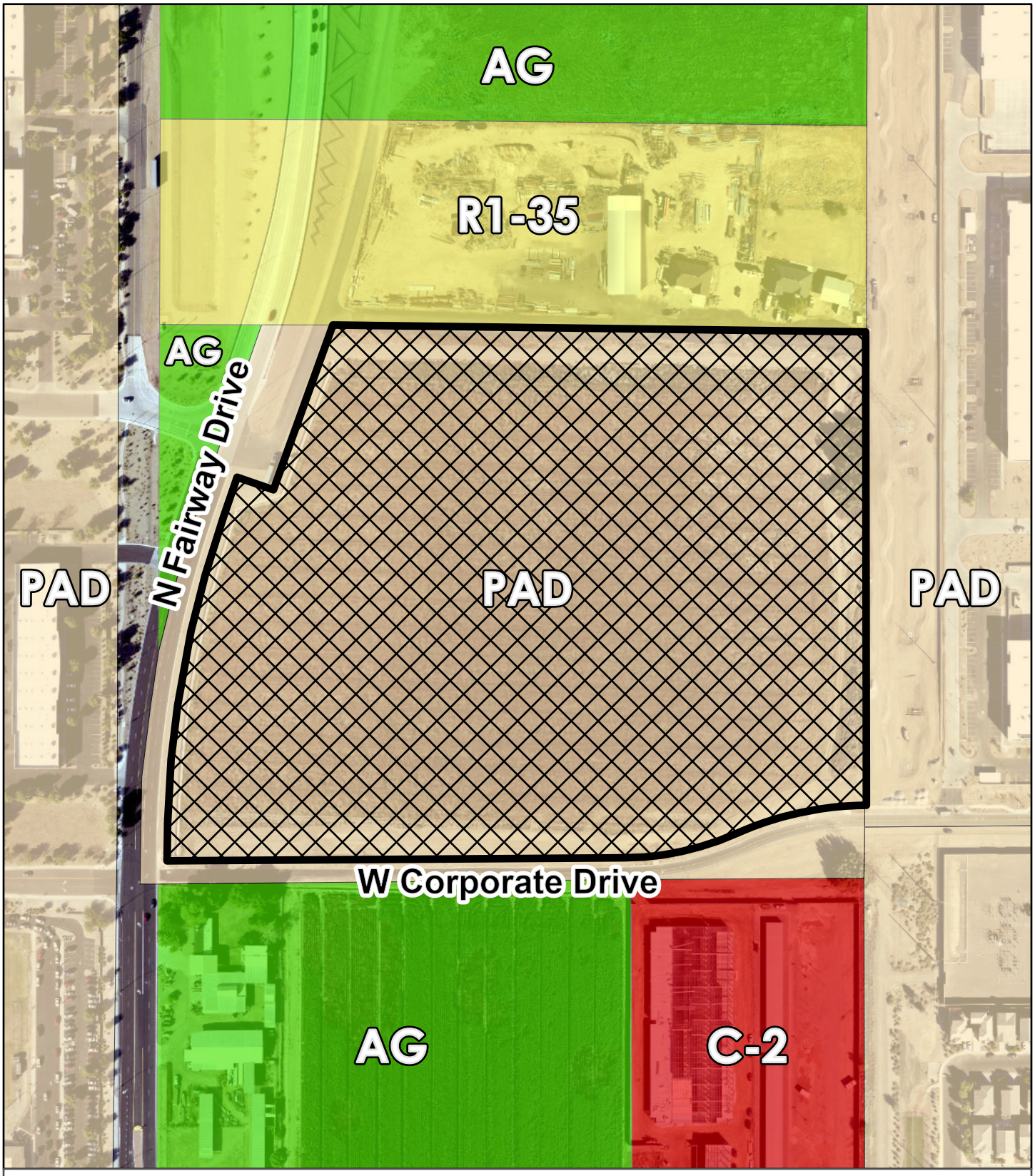
Exhibit B



Zoning Vicinity

Avondale

Subject Property

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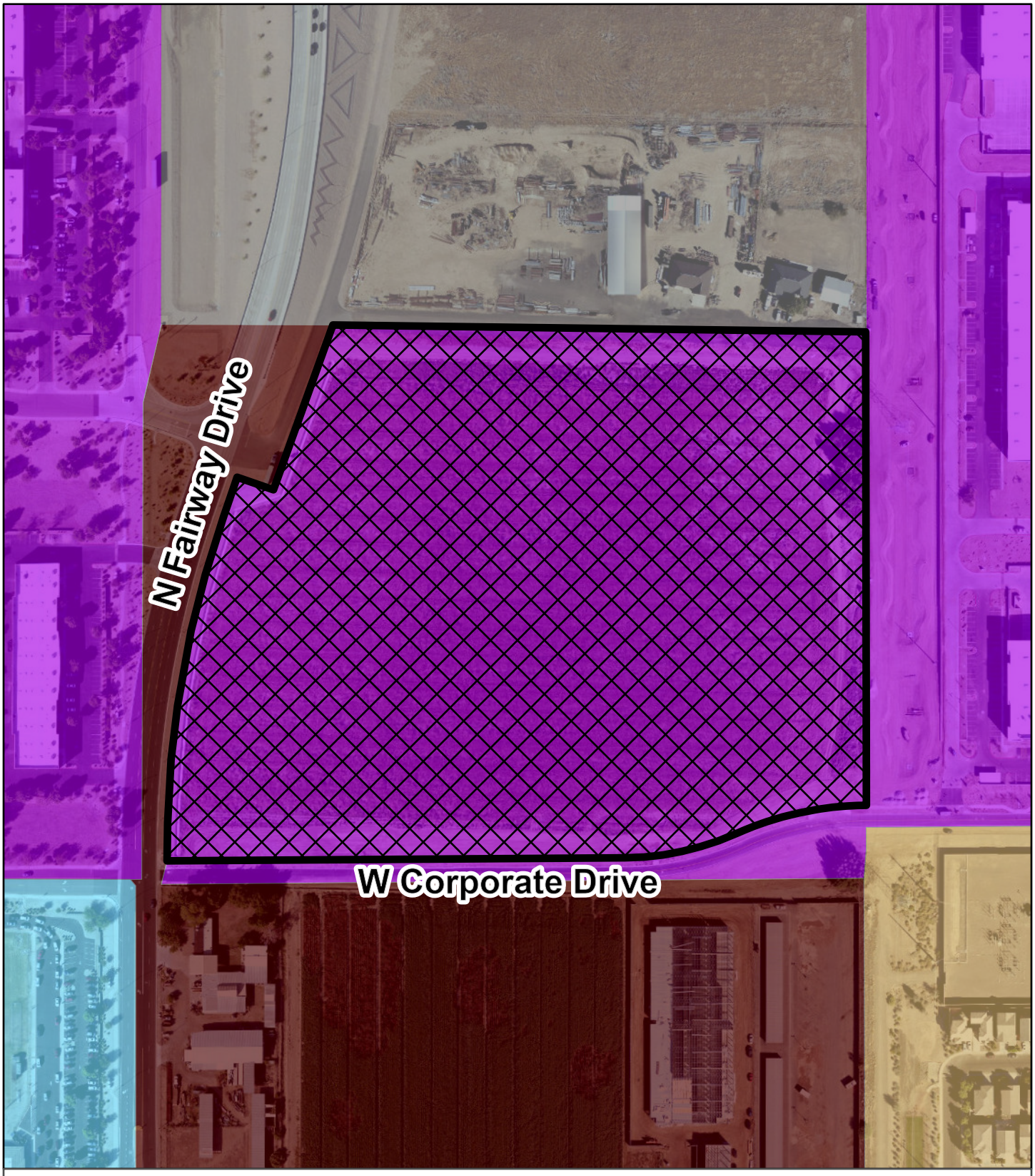
Exhibit C



General Plan Land Use

Avondale

- Business Park
- Education
- High Intensity Office
- Medium/High Density Residential
- Urban Residential

Subject Property

N
W E
S

Exhibit D
Electronically submitted June 21, 2022

RE - PLAT
FAIRWAY COMMERCE CENTER

A COMMERCIAL SUBDIVISION BEING A RE-PLAT OF LOT 4 AND TRACT A OF THE FINAL PLAT FOR AVONDALE 50, ACCORDING TO BOOK 1548 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA AND PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2022-0177298, MARICOPA COUNTY RECORDS, ARIZONA, BEING LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF _____ } SS
COUNTY OF _____ }

KNOW ALL MEN BY THESE PRESENTS: FAIRWAY DRIVE INDUSTRIAL PARTNERS LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNERS HAVE SUBDIVIDED UNDER THE NAME OF "FAIRWAY COMMERCE CENTER", BEING A RE-PLAT OF LOT 4 AND TRACT A OF THE FINAL PLAT FOR AVONDALE 50, ACCORDING TO BOOK 1548 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, AND PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2022-0177298, MARICOPA COUNTY RECORDS, ARIZONA, BEING LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FAIRWAY COMMERCE CENTER", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

FAIRWAY DRIVE INDUSTRIAL PARTNERS LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER, HEREBY DEDICATES IN FEE, ALL RIGHTS TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, TRACT A AND THE STREET RIGHT OF WAYS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. THE PUBLIC UTILITY AND SIDEWALK EASEMENTS ARE HEREBY DEDICATED TO THE CITY AS SHOWN HEREON.

IN WITNESS WHEREOF, FAIRWAY DRIVE INDUSTRIAL PARTNERS LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED:

BY: _____

ITS: _____

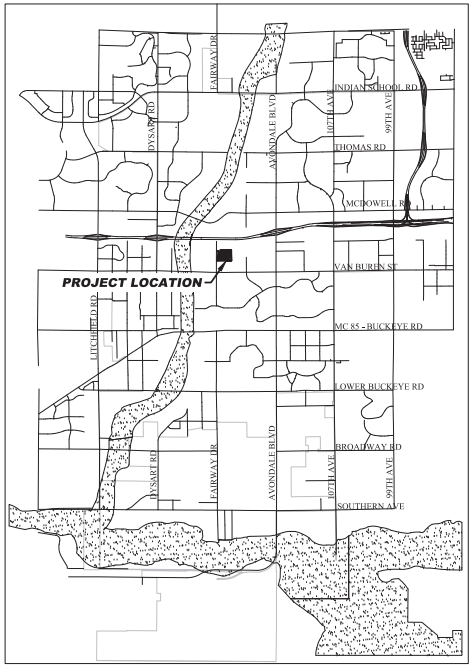
ACKNOWLEDGMENT

STATE OF _____ } SS
COUNTY OF _____ }

BEFORE ME THIS ____ DAY OF _____, 2022, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF FAIRWAY DRIVE INDUSTRIAL PARTNERS LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE AS SUCH, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: _____
NOTARY PUBLIC DATE



KEY MAP
N.T.S.

SHEET INDEX

SHEET 1 – COVER SHEET
SHEET 2 – PLAT BOUNDARY & SECTION GEOMETRY
EXISTING & DEDICATED EASEMENTS

LAND AREA TABLE

GROSS AREA OF PROJECT	26.027 ACRES
LOT 1	25.562 ACRES
RIGHT OF WAY	0.465 ACRES

100-YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

OWNER/DEVELOPER

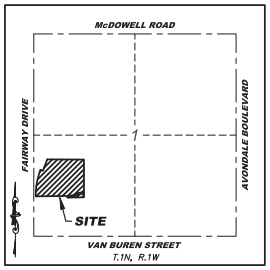
FAIRWAY DRIVE INDUSTRIAL PARTNERS LLLP
4221 BRIGHTON BOULEVARD
DENVER, COLORADO 80216
CONTACT: MATT MITCHELL
PHONE: 303.260.4321
EMAIL: MMITCHELL@WESTFIELD-CO.COM

SURVEYOR

RICK ENGINEERING COMPANY
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
CONTACT: JASON SEGNERI
PHONE: 480.922.0780
EMAIL: JSEGNERI@RICKENGINEERING.COM

ENGINEER

WARE MALCOMB
2777 E. CAMELBACK RD #325
PHOENIX, ARIZONA 85016
CONTACT: MATT KUEHN
PHONE: 480.767.1001
EMAIL: MKUEHN@WAREMALCOMB.COM



VICINITY MAP
N.T.S.

NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE SITE OWNER, EXCLUDING MEDIANS ON ARTERIAL STREETS.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

4. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

5. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

6. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

7. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

8. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.

9. THIS PLAT WILL DEDICATE TRACT "A" AS RIGHT-OF-WAY TO THE CITY AND THE LANDSCAPING WILL BE MAINTAINED BY THE FAIRWAY COMMERCE CENTER OWNER.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 1, AS SHOWN ON THE FINAL PLAT, RECORDED IN BOOK 1548 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDERS, ARIZONA. SAID LINE BEARS SOUTH 89 DEGREES 34 MINUTES 09 SECONDS WEST.

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2022.

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY 2022; THAT THE PLAT IS TRUE AND CORRECT AND ACCURATE; THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

[redacted] 6/10/22
JASON SEGNERI, RLS #35833 DATE

NO.	BY	DATE	REVISION

SURVEYOR: REGISTERED LAND SURVEYOR CERTIFICATE NO. 35833 JASON A. SEGNERI 6/10/22 ARIZONA U.S.A.

SIG SURVEY INNOVATION GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
A RICK ENGINEERING COMPANY

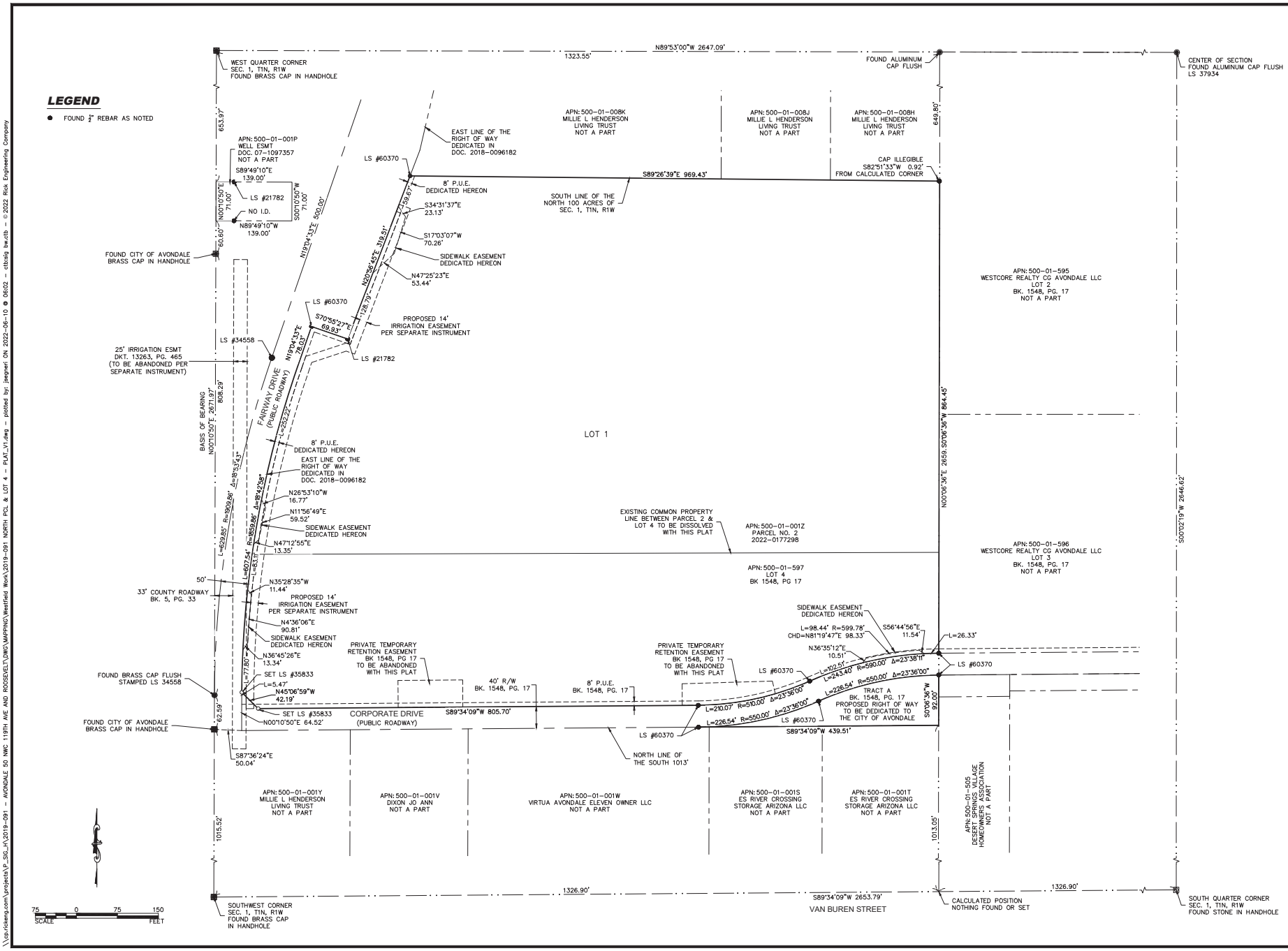
PROJECT NO: 19091 | DRAWN BY: | CHECKED BY: | TS | SCALE: N.T.S. | ELS | DATE: 6/10/2022

RE - PLAT
FAIRWAY COMMERCE CENTER
AVONDALE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

DRAWING NO.
19091
SHEET NO. 1 OF 2

\\cp.rickeng.com\projects\P_SIG_H\2019-091 - AVONDALE 50 NWC 119TH AVE AND ROOSEVELT\DWG\MAPPING\Westfield Work\2019-091 NORTH PCL & LOT 4 - PLAT_V1.dwg - plotted by: jsegneri ON 2022-06-10 @ 06:02 - ctbsig bw.ctb - ©2022 Rick Engineering Company



NO.	BY	DATE	REVISION

REGISTERED LAND SURVEYOR CERTIFICATE NO. 35833 JASON A. SEGNERI 6/10/22 ARIZONA U.S.A.

SURVEYOR:

SURVEY INNOVATION GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

A RICK ENGINEERING COMPANY

PROJECT NO: 19091 | DRAWN BY: TS | SCALE: 1"=75' | CHECKED BY: ELS | DATE: 6/10/2022

RE - PLAT
FAIRWAY COMMERCE CENTER
AVONDALE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click ArizonaBlue811.com

DRAWING NO. 19091
SHEET NO. 2 OF 2

\\cp-ricleng.com\projects\P_SIG_H\2019-091 - AVONDALE SQ NWC 119TH AVE AND ROOSEVELT\DWG\MAPPING\Westfield Work\2019-091 NORTH PCL & LOT 4 - PLAT_V1.dwg - plotted by: jsegneri ON 2022-06-10 @ 0602 - ctbsig bw.ctb - © 2022 Rick Engineering Company

Item Number: 3.g.

CITY COUNCIL REPORT

SUBJECT: Contract for Services, Lease Agreement, and Itemized Budget - Area Agency on Aging Fiscal Year 2022-2023

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director, 623-333-2711

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas: Public Health and Safety, Diverse Recreation and Entertainment Opportunities, Connected Community, Community-Oriented Lifelong Learning Opportunities.

The Senior Services Division provides a variety of programs and services that address the recreation, entertainment, safety and nutritional needs of senior adults in the community.

PURPOSE:

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2022-2023 in the amount of $408,745; (b) a Vehicle Lease Agreement in the amount of $6; (c) adopt an itemized budget for the Senior Center Program; (d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (e) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has been contracted by Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals for more than thirty (30) years. AAA funding supplements active adult services and programming provided to eligible residents targeted in the Avondale, Goodyear, and Litchfield Park areas. These services include the congregate meals program, home delivered meals program, multipurpose center operations program and transportation program.

DISCUSSION:

AAA has awarded the City of Avondale $408,745 of program funds for FY 2022-2023. This funding is a continuation of the grant which was renewed in FY 2021-2022. This year's awarded funding has increased from the previous year's amount of $383,391. These funds will be used to provide vital meals and services to elderly and disabled participants of the Avondale Resource Center without required costs to them.

AAA also provides the City of Avondale with six vehicles for program use: 3 Ford Escapes, 1 Allstar Bus, 1 Starcraft Bus, and 1 Eldorado Bus used in the delivery of meals to homebound clients and in transporting seniors to and from their homes and the Avondale Resource Center, along with programmed activities requiring transportation services. The lease will be effective for one year. The vehicles are leased for a $6 annual fee for the six vehicles.

It is also requested that council approve an itemized budget for Senior Services Program and Operations. Historically the City has demonstrated a strong commitment to the programs through a strong local match. This budget proposes a 53% match through the general fund and in-kind revenues and services rather than the minimally required 10%. The budget itemizes necessary funds for staffing, facility space costs, vehicle costs, food and dining costs, other supply costs, operating services, and vehicle replacement costs. The City of Avondale covers these costs in their portion of the revenue contributions, but they are reflected in the budget to best reflect the costs of the program covered by the City of Avondale.

BUDGET IMPACT:

The City of Avondale will receive funds from AAA in the amount of $408,745 under the provisions of this action. An itemized budget is prepared and attached to include expected revenues and required funds from the City of Avondale to continue the program. The funding provided by AAA will require a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds. The City's local match is included within the approved FY2023 budget.

RECOMMENDATION:

Staff recommends that the City Council approve Contract #2023-07-AVO with AAA for fiscal FY2022-2023 in the amount of $408,745; approve the Vehicle Lease Agreement V2023-05-AVO with AAA in the amount of $6; and adopt the itemized Senior Services Program budget and authorize the City Manager and City Clerk to execute the necessary documents and authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds.

Contact person for document distribution: *Sandy Lopez, Senior Services Manager*

Fiscal Year 2023
ITEMIZED REVENUE BUDGET

CONTRACTOR: City of Avondale

	TOTAL ALL REVENUES	$ 257,501	$ 346,462	$ 143,788	$ 197,130	$ -	$ 944,881

REVEND	Source	SERVICES					TOTAL
		CGM	***HDM***	***MCO***	***TSP***	***Other***	
AREA AGENCY FUNDS							-
	Appproved Funds	136,977	189,472	12,000	70,296		408,745
							-
	SUBTOTAL	136,977	189,472	12,000	70,296	-	408,745
PROJECT INCOME	CNG 17,500 x $.60	10,500					10,500
	HDM 17,000 x $.10		1,700				1,700
	TSP 5,000 x $.10				500		500
							-
	SUBTOTAL	10,500	1,700	-	500	-	12,700
IN KIND							-
							-
							-
							-
	SUBTOTAL	-	-	-	-	-	-
NON-FEDERAL CASH	City of Avondale Gen Fund	105,324	130,590	127,188	121,734		484,836
	City of Avondale Gen Fund Food Supplemental		15,000				15,000
	Private Pay Meals 1000 meals x $5		5,000				5,000
	Other Agency Funding Goodyear	4,300	4,300	4,200	4,200		17,000
	Other Agency Funding Litchfield	400	400	400	400		1,600
							-
							-
							-
	SUBTOTAL	110,024	155,290	131,788	126,334	-	523,436
OTHER FEDERAL							-
							-
							-
							-
							-
	SUBTOTAL	-	-	-	-	-	-

Fiscal Year 2023
ITEMIZED EXPENSE BUDGET

CONTRACTOR: City of Avondale

	TOTAL ALL EXPENSES	$ 257,501	$ 346,462	$ 143,788	$ 197,130	$ -	$ 944,881
EXPENSES	**Source, Description, Basis**	***SERVICES***					***TOTAL***
		CGM	***HDM***	***MCO***	***TSP***	***Other***	
PERSONNEL							
	Totals from the Personnel Worksheet	112,821	165,282	91,908	124,045	-	494,055
EMPLOYEE RELATED EXPENSES	Cell Phone Stipend	1,200	1,200	1,200	2,400		6,000
	ERE	41,300	60,100	29,100	35,700		166,200
	SUBTOTAL	42,500	61,300	30,300	38,100	-	172,200
PROFESSIONAL & OUTSIDE	Other Professional Services (Activity/Entertainment)			2,200			2,200
							-
							-
	SUBTOTAL	-	-	2,200	-	-	2,200
TRAVEL	Equipment Management (Fuel)		14,400		29,000		43,400
	Operating Lease				5		5
							-
	SUBTOTAL	-	14,400	-	29,005	-	43,405
SPACE	Electricity	7,500	3,500	10,000			21,000
	Gas/Water	1,000	1,200				2,200
	ADA buttons for building	16,000					16,000
							-
	SUBTOTAL	24,500	4,700	10,000	-	-	39,200
EQUIPMENT							-
							-
	SUBTOTAL	-	-	-	-	-	-
MATERIALS & SUPPLIES	Food & Dining Supplies	59,500	72,700				132,200
	Dining Supplies	9,500	16,600				26,100
	Office Supplies		400	400			800
	Recreation Supplies			1,700			1,700
	Uniforms		500				500
	Other Rents (Mops, Rags Rentals)	1,100	1,100				2,200
							-
		70,100	91,300	2,100	-	-	163,500
OPERATING SERVICES	Repair & Maintenance (Machinery & Equipment)	2,000	2,300				4,300
	License and Fees	300	400				700
	Marketing			500			500
	Printing		1,500	500			2,000
	Training			1,000	700		1,700
	Estimated Costs for Program Costs that have been centralized per department (Risk Management, Telephone, Computer Transfers, Copy Charges)	5,280	5,280	5,280	5,280		21,120
	SUBTOTAL	7,580	9,480	7,280	5,980	-	30,320
INDIRECT							-
							-
							-
							-
	SUBTOTAL	-	-	-	-	-	-

Contract #2023-07-AVO

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated ***AND*** **City of Avondale**

1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

11465 W. Civic Center Drive
Avondale, Arizona 85323
623-333-2705 fax: 623-333-0270
EIN: 86-6000233

DURATION OF THE CONTRACT, FY 2023: July 1, 2022 and shall end June 30, 2023

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO — Cherlene Pennilla, Acting City Manager
Programmatic Authority: Lizzie Kazan, Director of Contract Administration — Erin Lutz, Senior Services Coordinator
Daily Contact: Kathy Flores, Contract Specialist — Erin Lutz, Senior Services Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:
Melinda Tinney, same address as above.

This Contract is entered into by and between City of Avondale, 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

Signature and Date

Mary Lynn Kasunic, President & CEO

CITY OF AVONDALE

Signature and Date

Cherlene Penilla, Acting City Manager

City of Avondale ATTEST:
City Clerk

CONTRACT SUMMARY

FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #:	2023-07-AVO
CONTRACTOR:	City of Avondale
Document	***Original Contract***
Contract Term	July 1, 2022 to June 30, 2023

Contract Payment Ceiling for All Services: **TOTAL: $ 408,745**

CONTRACT OPERATING BUDGET

REVENUE	**Congregate Meals**	**Home Delivered Meals**	**Multipurpose Operations**	**Transportation**
Area Agency	136,977	189,472	12,000	70,296
Project Income	10,500	1,700	-	500
Non-Fed Inkind	-	-	-	-
Non-Fed Cash	110,024	155,290	131,788	126,334
Other Federal	-	-	-	-
TOTAL	257,501	346,462	143,788	197,130
EXPENSES				
Personnel	112,821	165,282	91,908	124,045
ERE	42,500	61,300	30,300	38,100
Prof&Outside	-	-	2,200	-
Travel	-	14,400	-	29,005
Space	24,500	4,700	10,000	-
Equipment	-	-	-	-
Materials/Supl	70,100	91,300	2,100	-
Operating Svc	7,580	9,480	7,280	5,980
Indirect	-	-	-	
TOTAL	257,501	346,462	143,788	197,130
Units	17,500	16,000	3,500	10,000
Unit Rate	$ 14.71	$ 21.65	$ 41.08	$ 19.71

ADES Special Terms and Conditions

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 **Merger, Reorganization or Change of Ownership**

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

9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

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

contract performance.

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 **<u>Indemnification Clause</u>**

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

performance of this Contract.

- 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 3rd parties

26.4 **Additional Insurance Requirements**

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

provisions:

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

payments or for any damages as a result of termination under this paragraph.

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, the Contractor prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The Contractor 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 Contractor must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Contractor 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: **Erin Lutz 623-333-2741** "*Para obtener este documento en otro formato o obtener información adicional sobre esta política*, **Erin Lutz 623-333-2741**."

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 temporally 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.

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 forth in this Contract.

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

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 (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in 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 (45th) 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.

Uniform Terms and Conditions

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 or 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;

2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services

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 it's 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.

6.2 **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 directed in the termination notice.

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).

12.0 ADULT PROTECTIVE SERVICES REGISTRY

Providers are required to conduct a search of the Adult Protective Services (APS) Registry for all personnel (including subcontracted personnel and volunteers), including paid family members, who provide direct service to clients in their homes and other community-based settings. The personnel shall be prohibited from providing services to clients if the search of the APS Registry contains any substantiated report of abuse, neglect, or exploitation of vulnerable adults. Providers may choose to allow exceptions to the background requirements for DCWs providing services to family members only as specified in AMPM Policy 1240-A. The search of the APS Registry shall be conducted at the time of hire/initial contract and annually thereafter. Documentation of the search results should be maintained in the personnel/volunteer rile for audit purposes. (Refer to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey ((November 1, 2019)) developed in response to Executive Order 2019-03).

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.

Scope of Work

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

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.

AREA AGENCY ON AGING, REGION ONE, INCORPORATED SERVICE SPECIFICATIONS

CONGREGATE MEALS

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

2. STAFFING REQUIREMENTS
    a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
    b. 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 5th of each month.
        ii. financial statement completed by the 10th of each month.

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

Scope of Work

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

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.

AREA AGENCY ON AGING, REGION ONE, INCORPORATED SERVICE SPECIFICATIONS

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION
   a. To provide for delivery of home delivered meals.

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

2. STAFFING AND VEHICLE REQUIREMENTS
   a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
   b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
   c. Individuals driving an Area Agency vehicle must have a clean MVD history.
   d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
   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 5th of each month.
      ii. program reports by the 5th of each month.
      iii. financial statement by the 10th 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.

AREA AGENCY ON AGING, REGION ONE INCORPORATED SERVICE SPECIFICATIONS

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.
c. Staffing
   Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

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 5th of each month.
      ii. program report for MCO units completed by the 5th of each month.
      iii. financial statement completed by the 10th 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.

AREA AGENCY ON AGING, REGION ONE INCORPORATED SERVICE SPECIFICATIONS

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

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

a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
b. newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
c. individuals driving Area Agency vehicles or transporting Area Agency clients must have a clean MVD history.
d. 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.
e. annually the contractor shall submit the boundaries for service.
f. 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.
g. 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.
h. 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.
i. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
j. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
k. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
l. all equipment used in the program must be kept clean.
m. the contractor must provide communications equipment for every vehicle used in the provision of this service.
n. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
o. 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.
p. vehicle maintenance:
    i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
    ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
    iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES

a. Clients shall be provided the opportunity to contribute toward the cost of service.
b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.
d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

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

a. 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 5th of each month.
    ii. financial statement by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
    b. 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
City of Avondale 11465 W. Civic Center Dr. Avondale, AZ 85323 (623) 333-1000 (623) 333-0100 (fax)	☐	City Administration	Monday-Thursday 7:00am-6:00pm	
Arizona Complete Health Avondale Resource Center 995 E. Riley Dr. Avondale, AZ 85323 (623) 333-2705 (623) 333-0270 (fax)	☐	CGM HDM MCO TSP	Monday-Thursday 8:00am-2:00pm Friday 9:00am-1:00pm	North- Camelback Rd. South- Southern Ave. East- 107th Ave. West- Sarival Ave.

HOLIDAY OBSERVANCES

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

☐ New Year's Day	☒ Juneteenth	☒ Veteran's Day	☒ Other: Dec 23rd observance of Christmas
☒ Martin Luther King Jr's	☒ Independence Day	☒ Thanksgiving Day	☒ Other: Dec 30th observance of New Years
☒ President's Day	☐ Rosh Hashanah	☒ Day after Thanksgiving	☒ Other: Staff Development Day TBD
☐ Cesar Chavez Day	☒ Labor Day	☐ Christmas Eve	☒ Other: Half Day Dec 22 will still be doing all services
☐ Good Friday	☐ Yom Kippur	☐ Christmas Day	☐ Other: Type here
☒ Memorial Day	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

CITY OF AVONDALE

Signature and Date

Cherlene Penilla, Acting City Manager

CERTIFICATION REGARDING DEBARTMENT, 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.

CITY OF AVONDALE

_____

Signature and Date

Cherlene Penilla, Acting City Manager

EXHIBIT A

DCS Central Registry Request Submission Procedures for DES Providers

Submission Guidance:

1. Email the completed DCS-1083A (employment) to DESCANRegistrychecks@AZDCS.gov
2. Please note, that each submission must be for one person - one person, one email, one attachment.
3. The DCS-1038A Form must be submitted as a PDF and must be complete, i.e., include all required fields, as follows (highlighted in yellow):

NAME OF REQUESTING AGENCY | REQUESTING AGENCY EMAIL ADDRESS

MAILING ADDRESS *(No., Street, City, State, ZIP Code) (For return of results)*

APPLICANT/EMPLOYEE'S NAME *(Last, First, M.I.)* | SOC. SEC. NO. | DATE OF BIRTH *(mm/dd/yy)*

OTHER NAMES USED *(including nicknames and maiden names)* | FINGERPRINT CLEARANCE CARD OR APPLICATION NO.

APPLICANT/EMPLOYEE'S ADDRESS *(No., Street, Apt No., City, State, ZIP Code)*

☐ New Hire ☐ Rehire ☐ Volunteer ☐ Renewal | APPLICANT/EMPLOYEE EMAIL

POSITION | DATE EMPLOYED

☐ ~~Solicitation No.~~ ☐ Contract/Extension No. ☐ ~~Tracking No.~~

EDUCATION | EXPERIENCE

Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding? ☐ Yes ☐ No

If Yes:
- **What** was the allegation(s)?
- **When** was the investigation(s) conducted?
- **Where** was the investigation(s) conducted?

If you wish to provide additional information please use reverse side.

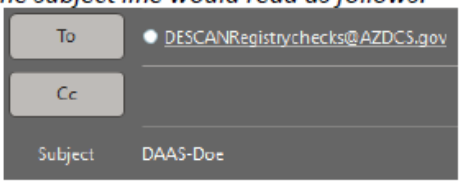
STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE

By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.

APPLICANT/EMPLOYEE'S SIGNATURE | DATE

   a. Although the form must be typed, the APPLICANT/EMPLOYEE'S SIGNATURE field can be signed electronically or be a scanned copy of an original wet signature.

4. The Subject Line for each email must be formatted as:
   [DES Division] - [Applicant Last Name]
   For example: If a submission is for Jane Doe, a potential direct care worker or home delivered meal driver, the subject line would read as follows:



Submissions will be returned to the sender for any the following:

1. An email that contains more than one attachment or is for more than one person.
2. If any attachments are in formats other than PDF (e.g., Word, JPG, Google Docs, etc.).
3. If the DCS-1038A form is missing or is incomplete (i.e., does not include all required fields).
4. If the email Subject Line is not formatted as required.

For any questions or assistance, please contact: DESCANRegistry@AZDCS.gov

DCS-1083A (8-17)	ARIZONA DEPARTMENT OF CHILD SAFETY	

DIRECT SERVICE CENTRAL REGISTRY CLEARANCE FORM

Applicant/Employee: You are being provided this form because you have applied for a position that requires a search of the Arizona Department of Child Safety's (DCS) Child Abuse and Neglect Records (CPS/CR) and a Level 1 Fingerprint Clearance Card issued by the Department of Public Safety (DPS). Both are required by Arizona state law. Your information, upon submission by your employer, will be searched through the DCS Central Registry for Employment, and the DCS and DPS Fingerprint Clearance Card databases.

All information on the form must be **typed or printed**. Any form missing information or containing information which is not legible will be **returned to the requesting agency.**

Employers: Return the completed form via secured email to dcscentralregistry@azdcs.gov within five (5) business days of hire and upon license renewal. This form must be retained as confidential in the employee's file, and it is subject to audit.

NAME OF REQUESTING AGENCY	REQUESTING AGENCY EMAIL ADDRESS	
MAILING ADDRESS *(No., Street, City, State, ZIP Code) (For return of results)*		
APPLICANT/EMPLOYEE'S NAME *(Last, First, M.I.)*	SOC. SEC. NO.	DATE OF BIRTH *(mm/dd/yy)*
OTHER NAMES USED *(Including nicknames and maiden names)*	FINGERPRINT CLEARANCE CARD OR APPLICATION NO.	
APPLICANT/EMPLOYEE'S ADDRESS *(No., Street, Apt No., City, State, ZIP Code)*		
☐ New Hire ☐ Rehire ☐ Volunteer ☐ Renewal	APPLICANT/EMPLOYEE EMAIL	
POSITION		DATE EMPLOYED
☐ Solicitation No. _____	☒ Contract/Extension No. CTR048037	☐ Tracking No. _____
EDUCATION	EXPERIENCE	

Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding? ☐ Yes ☐ No

If Yes:
- **What** was the allegation(s)? _____
- **When** was the investigation(s) conducted? _____
- **Where** was the investigation(s) conducted? _____

If you wish to provide additional information please use reverse side.

STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE

By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.

APPLICANT/EMPLOYEE'S SIGNATURE	DATE

FOR DCS USE ONLY

DATE RECEIVED	CPS/CR Substantiated Reports	Fingerprint Clearance Card Status
	Date Checked _____	Date Checked _____
	☐ No ☐ Yes	☐ Valid Level 1 ☐ Suspended ☐ Expired
	☐ Disqualifying ☐ Non-Disqualifying	☐ Denied ☐ Driving Restricted
	Report No. _____ *Code* _____	*Card No.* _____ *Expiration* _____

NAME/SIGNATURE OF PERSON COMPLETING SEARCH

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-255-2801; TTY/TDD Services: 7-1-1. • Disponible en español en linea o en la oficina local.

EXHIBIT B

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

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 occured)* 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.

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 C

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 Statues, 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	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	☐	☐
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	☐	☐
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	☐	☐
35. Any felony offense involving contributing to the delinquency of a minor	☐	☐
36. Unlawful sale or purchase of children	☐	☐
37. Child bigamy	☐	☐
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	☐	☐
39. Felony indecent exposure	☐	☐
40. Felony public sexual indecency	☐	☐
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	☐	☐
42. Terrorism	☐	☐
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	☐	☐

Appealable 5 Years After Conviction

The following **felony** offenses are non-appealable if committed within 5 years 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	☐	☐	☐
2. Threatening or intimidating	☐	☐	☐
3. Assault	☐	☐	☐
4. Aggravated assault	☐	☐	☐
5. Unlawfully administrating intoxicating liquors, narcotic drugs or dangerous drugs	☐	☐	☐
6. Dangerous or deadly assault by prisoner or juvenile	☐	☐	☐
7. Prisoners who commit assault with intent to incite to riot or participate in riot	☐	☐	☐
8. Assault by vicious animals	☐	☐	☐
9. Drive by shooting	☐	☐	☐
10. Assaults on public safety employees or volunteers and state hospital employees	☐	☐	☐
11. Discharging a firearm at a structure	☐	☐	☐
12. Prisoner assault with bodily fluids	☐	☐	☐
13. Aiming a laser pointer at a peace officer	☐	☐	☐
14. Possession and sale of peyote	☐	☐	☐
15. Possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐	☐

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons			
17. Sale of regulated chemicals			
18. Sale of precursor chemicals			
19. Production or transportation of marijuana			
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs			
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs			
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs			
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15			
24. Involving or using minors in drug offenses			
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			
26. Possession, manufacture, delivery and advertisement of drug paraphernalia			
27. Use of wire communication or electronic communication in drug-related transactions			
28. Using a building for sale or manufacture of dangerous or narcotic drugs			
29. Manufacture or distribution of prescription-only drug			
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs			
31. Manufacture of certain substances and drugs by certain means			

Appealable Offenses

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

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

	YES	NO
1. Theft		
2. Theft by extortion		
3. Shoplifting		
4. Forgery		
5. Criminal possession of a forgery device		
6. Obtaining a signature by deception		
7. Criminal impersonation		
8. Theft of a credit card or obtaining a credit card by fraudulent means		
9. Receipt of anything of value obtained by fraudulent use of a credit card		
10. Forgery of a credit card		

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
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	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

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

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 o en la oficina local

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

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

Asegúrese que revise todas las seis (6) páginas del afidávit de auto revelación.

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

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 afidávit. 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	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inmoral de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
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 juno de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
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	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se 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	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	☐	☐	☐
14. Posesión y venta de peyote	☐	☐	☐
15. Posesión y venta de alguna sustancia vaporoso que contiene substancias tóxicas	☐	☐	☐
16. Vender o dar óxido nitroso a personas de menor de edad	☐	☐	☐
17. La venta de químicas reglamentadas	☐	☐	☐
18. La venta de químicos precursores	☐	☐	☐
19. Producción o transportación de la marihuana	☐	☐	☐
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	☐	☐	☐
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	☐	☐	☐
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	☐	☐	☐
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	☐	☐	☐
24. El hacer participar o usar menores durante delitos de drogas	☐	☐	☐
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	☐	☐	☐
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	☐	☐	☐
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	☐	☐	☐
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	☐	☐	☐
29. El fabricar o distribuir drogas disponibles solo por receta	☐	☐	☐
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	☐	☐	☐
31. Manufactura de ciertas substancias y drogas a través de ciertos medios	☐	☐	☐

Delitos apelables

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

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

	SÍ	NO
1. Hurto	☐	☐
2. Robo mediante extorsión	☐	☐
3. Hurto de mercancías en una tienda o negocio	☐	☐
4. Falsificación	☐	☐
5. Posesión criminal de un instrumento de falsificación	☐	☐
6. Obtener una firma mediante decepción	☐	☐
7. Personificación criminal	☐	☐
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	☐	☐

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-Billing Due	Re-Billing Time Limit
July	August 10th	November 10th	3 months
August	September 10th	December 10th	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

EXHIBIT F

Unusual Incident Report

Provider _____ Site _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Name(s) of Person(s) involved:_____

_____

Telephone report given to: (name of Area Agency staff) _____

Telephone report given by: _____ Date: _____ Time: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of person completing the report _____

Instructions

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency staff (602-264-2255) must occur promptly on serious (911) incidents. All incidents must be e-mailed within 24 hours to your Contracts Specialist.

COMMUNICATION PAGE

(not an integral page of the Contract)

5/23/2021 EMAILED TO:

elutz@avondaleaz.gov

VEHICLE LEASE AGREEMENT BETWEEN

V2023-05-AVO

Area Agency on Aging, Region One, Incorporated ***AND*** **City of Avondale**
1366 E. Thomas Road, Suite 108 **11465 West Civic Center Drive**
Phoenix, Arizona 85014 **Avondale, Arizona 85323**
602-264-2255 fax: 602-230-9132 **623-333-1000 fax: 623-333-0100**
EIN: 866000233

DURATION OF THE AGREEMENT, FY 2023: July 1, 2022 and shall end June 30, 2023

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

Kathy Flores, Contract Specialist Erin Lutz, Senior Center Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2023-07-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

This Contract is entered into by and between City of Avondale, 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

Signature and Date

Mary Lynn Kasunic, President & CEO

CITY OF AVONDALE

Signature and Date

Cherlene Penilla, Acting City Manager

City of Avondale ATTEST:
City Clerk

Vehicle Lease Identification Page

Year & Make	**Model**	**VIN #**
2009 FORD	ELDORADO BUS	1FD3E35SX8DB47856
2018 FORD	ESCAPE SUV- GAS	1FMCU0GD8JUC70853
2018 FORD	ESCAPE SUV – GAS	1FMCU0GDXJUB74013
2020 FORD	ESCAPE SUV – GAS	1FMCU0G68LUB18561
2020 FORD	ALLSTAR 22 E-350 BUS	1FDEE3F61KDC71564
2019 FORD	STARCRAFT ALLSTAR 22 BUS	1FDEE3F68KDC12236

TERMS AND CONDITIONS

1. **CONTRACT ADMINISTRATION**
   a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar ($1.00) per vehicle.

   b. 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.

   c. Effective Date The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

   d. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement

2. **COMPLIANCE WITH APPLICABLE LAWS**
   a. 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.

   b. 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.

3. **NOTICES**
   a. All notices shall reference the contract number.

   b. Notices under this Lease Agreement shall be made by Area Agency to the person indicated on the Contract Signature Page. Notices to Area Agency required by the Agreement 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.

4. **ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**
   a. 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:

   b. "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."

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

7. **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.

8. **AUDIT**
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. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.

9. **Termination**
   a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.

   b. **Termination of Service Contract** Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.

   c. **Non-Appropriations** Contractor is obligated only to pay its obligations set forth in this agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Contractor's then current fiscal year. The Contractor's obligations under this agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Contractor concerning budgeted purposes and appropriation of funds. Should Contractor elect not to appropriate and budget funds to pay its agreement obligations, this agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Contractor shall be relieved of any subsequent obligation under this agreement. The parties agree that Contractor has no obligation or duty of good faith to budget or appropriate the payment of the obligations found in this agreement in any budget in any fiscal year other than the fiscal year in which this agreement is executed and delivered. Contractor shall be the sole judge and authority in determining the availability of funds for its obligations under this agreement. The obligation of Contractor to make any payment pursuant to this agreement is not a general obligation or indebtedness of Contractor. Area Agency hereby waives any and all rights to bring any claim against Contractor for or relating in any way to Contractor's termination of this Agreement pursuant to this Section 1(j)(iii).

   d. **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.

   e. **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.

   f. **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

   g. **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. The Contractor may terminate this contract per this provision by providing at least thirty (30) days written notice to the Area Agency President/CEO.

h. **Termination for Default**

i. 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.

ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

iii. 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.

i. **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 directed in the termination notice.

j. **Termination for Any Reason**

i. 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.

ii. 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.

iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

10. **RETURN OF VEHICLE(S)**

Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles, normal wear and tear excepted, as follows

a. Vehicles shall be in operating condition per all city, state, federal laws and standards.

b. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.

c. Vehicle may not have body or interior damage without written approval from Area Agency

d. The condition the vehicles were received in will be considered when determining the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.

e. Contractor shall remove any non-Area Agency signage as may have been adhered to the vehicle with approval from Area Agency.

f. Listed below are additional requirements for a contractor to return a vehicle. These requirements take effect July 1, 2019 and thereafter and will be included In our Vehicle Leases between Contractor and the Area Agency on Aging.
   i. Reason for the return request.
   ii. Photos of the interior and exterior of the vehicle.
   iii. The vehicle must be clean inside and out which includes the vehicle's interior upholstery.
   iv. Current Mileage.
   v. Maintenance records for the previous twelve months which includes a list of any large repairs made to the vehicle by your organization.

11. **NON-DISCRIMINATION**

a. 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.

b. 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.

12. **INDEMNIFICATION**

a. **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,

b. **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."

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

d. **Indemnification - Patent and Copyright.** 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.

e. **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.

13. **INSURANCE REQUIREMENTS**

a. 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.

b. 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.

c. **Minimum Scope and Limits of Insurance**

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

d. **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.

e. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- 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.

f. **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).

g. **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.

h. **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 3rd parties

i. **Additional Insurance Requirements**

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

i. 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).
ii. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
iii. 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

j. **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.

k. **Acceptability of Insurers**

i. 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.
ii. 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.

l. **Verification of Coverage**

i. 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.
ii. 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.
iii. 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.
iv. 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.

m. **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.

n. **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.

o. **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.

14. **VEHICLE SERVICES AND OPERATIONS**

a. **Services** This Vehicle Lease Agreement, the terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.

b. **Facility(s)** Services are limited to the sites as identified in the Service Contract Facility Location page.

c. **Vehicle Operation and Maintenance**

i. Liabilities

1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.

ii. Operation Expenses The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.

iii. Maintenance Contractor is responsible to:

1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
4. Clean the vehicle regularly.
5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.

iv. Alterations of Vehicle Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor

shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.

v. Accidents / Damage In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.

d. **Personnel Requirements** Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:

i. All equipment operators will have a valid Arizona driver's license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Driver's License) is required for equipment operation it will also be required to be on file for inspection.

ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.

iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.

e. **Evaluation & Monitoring**: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).

f. **Reporting Requirements**

i. Semi-Annual Maintenance Report Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.

ii. Accidents / Damage

1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
2. submit a written report of the incident to the Area Agency within three (3) days; and
3. submit other documentation, reports, evidence as required or requested by Area Agency.

COMMUNICATION PAGE

(not an integral page of the Contract)

E-mailed date: 5/23/22

elutz@avondaleaz.gov

Item Number: 3.h.

CITY COUNCIL REPORT

SUBJECT: Professional Services and Employment Agreement with Craig L. Jennings (Presiding Judge)

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Andrea Dumbrell, Human Resources Director, (623) 333-2211

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

PURPOSE:
City Council will consider a request to approve the reappointment and employment agreement with Craig L. Jennings (Presiding Judge) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
On July 7, 2014, City Council initially appointed Craig L. Jennings as the Presiding Judge of the Municipal Court. Judge Jennings was then reappointed by City Council on August 8, 2016; August 13, 2018; and June 15, 2020. As required in Article II of the City Code, the Judicial Advisory Board met on April 12, 2022; May 17, 2022; and, June 15, 2022, to conduct the required reappointment evaluation. The Judicial Advisory Board has unanimously recommended reappointment of Craig L. Jennings as the Presiding Judge of the Municipal Court.

DISCUSSION:
The employment agreement with Judge Jennings covers the period from August 14, 2022, through August 13, 2024, providing for the two-year term required by the City Charter. Since the City is not allowed to modify the Judge's compensation during his term, other than a Cost of Living Adjustment (COLA) increase, if provided to all City employees, any increases that City Council intends to apply to Judge Jennings must be in the employment agreement at the beginning of the term. The proposed employment agreement provides for an increase in his base compensation to $218,162.04 annually and a continued $15,000 annual contribution on his behalf to the City's 457 deferred compensation plan.

BUDGET IMPACT:
The new employment agreement will have an estimated budget impact of $12,000.

RECOMMENDATION:

Staff and Judicial Advisory Board recommend approval of the attached employment agreement with Craig L. Jennings for a two-year appointment as Presiding Judge and authorize the Mayor and City Clerk to execute the agreement documents and authorize staff to transfer budget from contingency up to $12,000 to cover the additional compensation in the employment agreement.

Contact person for document distribution: *Andrea Dumbrell; Nicholle Harris; Norma Larios; Craig Jennings*

PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAIG L. JENNINGS

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into on July 11, 2022, by and between the City of Avondale, Arizona, an Arizona municipal corporation and charter city (the "City") by its duly appointed and acting city council and Mr. Craig L. Jennings ("Employee"). This Agreement shall have the effective date set forth in Section 1 below.

RECITALS

A. Pursuant to ARIZ. REV. STAT. § 22-402, the City is required to have a municipal court (the "City Court"), which shall be presided over by a magistrate judge (the "Presiding Judge").

B. Employee was selected by the Mayor and Council of the City (the "City Council") in accordance with Article XI, Section 3 of the Avondale City Charter and Sections 5-17 through 5-19 of the Avondale City Code.

C. The City and Employee desire to enter into this Agreement for employment by the City of Employee for the position of Presiding Judge of the City Court.

D. This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties, rules of conduct and compensation during the term of this Agreement.

AGREEMENT

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

1. Term. This Agreement shall be effective on August 14, 2022 (the "Effective Date") and shall remain in full force and effect through August 13, 2024 (the 'Term") unless sooner terminated for cause as set forth in Section 5 below. After commencing his official duties, and thereafter during the Term of this Agreement, Employee shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business other than the position of Presiding Judge unless authorized to do so by the City Council, in writing, prior to Employee engaging in such other activity; provided, however, that any such additional duties shall be conducted outside of regular work hours or on Employee's vacation time and without the use of City resources or equipment.

2. Compensation.

2.1 Base Salary. Employee shall be paid $218,162.04 annually (in 26 equal installments, paid every two weeks) as base salary (the "Base Salary") for each 12-month period between August 14, 2022, and August 13, 2024 unless increased pursuant to this Subsection. In the event that the City's FY 2023-2024 annual budget includes a cost-of-living increase for all unrepresented employees (a "COLA"), the Employee shall be entitled to an increase in Base Salary equal to the percentage of the COLA, beginning with the first pay period of FY 2023-2024. Employee expressly agrees and understands that no adjustment to his Base Salary shall occur relative to any merit increases provided to City employees as part of the FY 2023-2024 annual budgets.

2.2 Deferred Compensation. In addition to any amounts contributed by Employee, the City shall contribute $15,000 for each 12-month period between August 14, 2022, and August 13, 2024, into an account on Employee's behalf for a 457 plan offered by the City. Such contributions shall be in 26 equal bi-monthly installments. Any catch-up amounts permitted by the plan shall be made separately by Employee. The City further agrees to transfer ownership of Employee's 457 plan account to any succeeding employer in the event of Employee's termination from the City, for any reason.

2.3 Employee Benefits. Employee shall accrue and exercise benefits at the rate of management level employee as provided by the City of Avondale Chapter Policies and Administrative Policies.

2.4 Cellular Telephone Stipend. The City shall pay Employee a monthly cell phone stipend consistent with other management level employees of the City and according to the current City of Avondale Chapter Policies and Administrative Policies.

2.5 Reduction in Benefits. The salary and benefits provided to Employee under this Agreement shall not be reduced or eliminated unless the City Council reduces such benefits for all employees of the City.

3. Duties. Employee shall perform the duties of Presiding Judge pursuant to all laws, ordinances, and rules of the State of Arizona, the City of Avondale and the Arizona Supreme Court. Without limiting the generality of the foregoing sentence, Employee shall be responsible for carrying out the duties and obligations set forth in Chapter 5 of the City Code and Article XI of the City Charter.

3.1 Work Hours. Employee shall maintain reasonable work hours Monday through Thursday except for legal holidays, and shall be available as necessary on Fridays, weekends and legal holidays to conduct initial appearances as required by law; provided, all time worked during a calendar week shall not be less than 40 hours, including any leave taken or holidays occurring during such time period. In the event the City changes its current days of operation from Monday – Thursday to any other schedule, Employee shall adjust his work hours

accordingly to ensure he is available on all days when the City Court is open for business.

3.2 Case Adjudication. Employee shall preside as Judge over all assigned court calendar dockets in a timely fashion and shall, if necessary secure the services of Judges Pro Tem or hearing officers to facilitate the timely adjudication of cases in the City Court.

3.3 Judicial Conduct. Employee shall, at all times during the term of this Agreement, ensure that his conduct as Presiding Judge does not violate Arizona Supreme Court Administrative Order No. 93-30 (as amended by Order No. 96-25) and any other applicable order, the Code of Judicial Conduct, Rule 45 of Rules of the Arizona Supreme Court and any other rule or law governing the conduct of judges.

3.4 Court Administration. Employee shall, through the Court Administrator, act as the Chief Administrative Officer over the City Court and shall abide by the rules and regulations of the City set forth in the City of Avondale Chapter Policies and Administrative Policies. Employee shall, through the Court Administrator, be responsible for administering the budget of the City Court and for preparing and submitting for approval an annual budget in accordance with established City procedures.

3.5 Community Interaction. In addition to his duties as set forth above, Employee (A) shall participate in the Court component of the City's Citizens Academy, (B) should conduct outreach to high schools in the corporate limits of the City to assist with criminal law and justice studies courses and (C) may participate in such local charitable or civic organizations as Employee determines appropriate.

4. Performance Evaluation. The City Council may review and evaluate Employee's performance annually and shall review and evaluate Employee's performance as far in advance of the expiration of this Agreement as practicable following review by the City's Judicial Advisory Board as set forth in Chapter 5, Article II of the City Code. Employee's review and evaluation by the City Council shall be based upon (i) success at fulfilling the reasonably achievable goals and performance objectives for City Court efficiency set forth by the City Council in its annual goal-setting retreat, (ii) personnel management, including overall management style and ability to lead, supervise and direct City Court staff, (iii) professionalism, including manner of addressing members of the public who appear in the City Court and (iv) the Judicial Advisory Board's recommendation.

5. Termination. During the term of this Agreement, Employee may be removed from office by the City Council for cause, including violation of this Agreement. Notice of removal of office shall be delivered in writing to Employee, and Employee shall have the right to request a hearing before the City Council. Employee may terminate this Agreement and resign his appointment as Presiding Judge upon 30 days' written notice to the Mayor and City Manager.

6. Professional Development.

6.1 Professional Associations. The City agrees to budget for and to pay for Employee's expenses of professional and official travel, meetings, and occasions as necessary to

continue his professional development and to adequately pursue necessary official functions for the City Court.

6.2 Continuing Education. The City also agrees to budget for and to pay for Employee's expenses for continuing education courses, institutes and seminars necessary for his professional development as a judge and for the good of the City Court.

7. General Expenses. The City recognizes that certain expenses of a non-personal and generally job-affiliated nature may be periodically incurred by Employee. The City (i) agrees to reimburse or to pay said general expenses and (ii) authorizes the City Manager or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

8. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: City Manager
If to Employee:	To the then-current address on file with the City's Human Resources Department.

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

10. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Employee of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

11. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

12. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

13. Time of the Essence. Time is of the essence in this Agreement.

14. Assignment. This Agreement may not be assigned, in whole or in part.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

16. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on Employee unless and until it has been executed by Employee or his authorized representative.

17. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

18. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

19. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The City and its City Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

20. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

21. Counsel Assistance; Fair Interpretation.

21.1 Counsel for Employee. Employee has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation.

21.2 Counsel for City. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

21.3 Fair Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

22. Records and Audit Rights. To ensure that Employee is complying with the warranty under Section 23 below, Employee's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Employee's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Employee's compliance with the Arizona employer sanctions laws referenced in Section 23 below. To the extent necessary for the City to audit Records as set forth in this Section, Employee hereby waives any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records from the Effective Date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Employee pursuant to this Agreement. Employee shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Employee reasonable advance notice of intended audits.

23. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Employee warrants compliance with all federal immigration laws and regulations that relate to City Court employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Employee's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

EMPLOYEE:

_____

Craig L. Jennings

CITY:

CITY OF AVONDALE, an Arizona municipal corporation

_____

Kenneth N. Weise, Mayor

ATTEST:

_____

Marcella Carillo, City Clerk

Item Number: 3.i.

CITY COUNCIL REPORT

SUBJECT: Resolution 1047-0722 - Employment Agreement for the City Attorney

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Julie Pace, Special Legal Counsel for the City of Avondale

THROUGH: n/a

STRATEGIC PLAN:
n/a

PURPOSE:
City Council will consider a request to adopt Resolution 1047-0722, approving the Employment Agreement with Nicholle Harris as City Attorney and authorizing the Mayor, Special Legal Counsel and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
By Resolution 1063-920, the City Council appointed Nicholle Harris as City Attorney for the City of Avondale, Arizona on September 20, 2020. As required by Chapter 2-15 of the City Code, the City Attorney's annual evaluation was held in an Executive Session by the City Council on June 6, 2022.

DISCUSSION:
Resolution 1063-920 contained terms and conditions for the employment of Nicholle Harris as the City Attorney. The City Council and Nicholle Harris desire to enter into an employment agreement to memorialize the terms and conditions of employment. Specific sections of Resolution 1063-920 will be repealed and the Employment Agreement will govern the employment of Nicholle Harris as the City Attorney. The Employment Agreement was prepared in accordance with the direction made by the City Council during the City Attorney's annual evaluation.

BUDGET IMPACT:
Funding for this agreement is in the City Attorney's Office Budget.

RECOMMENDATION:
Staff recommends City Council adopt a Resolution, approving the Employment Agreement with Nicholle Harris as the City Attorney for the City of Avondale, Arizona.

Contact person for document distribution: *Nicholle Harris; Andrea Dumbrell*

RESOLUTION NO. 1047-0722

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING RESOLUTION 1063-0920 AND APPROVING THE EMPLOYMENT AGREEMENT WITH NICHOLLE HARRIS.

WHEREAS, on September 21, 2020, by Resolution 1063-920, the Council of the City of Avondale (the "City Council") appointed Nicholle Harris as the City Attorney; and

WHEREAS, consistent with the City Charter, the position of city attorney is not subject to the City Merit System of promotion and discipline and the City Attorney serves at the pleasure of the City Council; and

WHEREAS, the terms and conditions of employment were set forth in Resolution 1063-920 and the City Council and Nicholle Harris now desire to enter into an employment agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Sections 2, 3, 4, 5, 6, 7 and 8 of Resolution 1063-0920 are hereby repealed in their entirety.

SECTION 3. The Employment Agreement with Nicholle Harris (the "Agreement), as the City Attorney for the City of Avondale is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4. The Mayor, the City Manager or authorized designee, the City Attorney, the City Clerk and Special Legal Counsel are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Julie Pace, Special Legal Counsel

EXHIBIT A
TO
RESOLUTION 1047-0722

[Employment Agreement]

See following pages.

PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NICHOLLE HARRIS

THIS PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the July 11, 2022, by and between the City of Avondale, Arizona, an Arizona municipal corporation and charter city ("City") by its duly appointed and acting city council and Nicholle Harris, ("Employee").

RECITALS

A. The City desires to employ the services of Nicholle Harris as City Attorney of the City of Avondale ("Employee" or "City Attorney") as provided by Article IV, Section 4 of the Charter of the City of Avondale.

B. It is the desire of the Mayor and Council of the City of Avondale ("Employer" or "City Council") to provide certain benefits, to establish certain conditions of employment, and to establish working conditions of said Employee.

C. Employee desires to accept the employment as City Attorney of the City pursuant to the terms of this Agreement:

AGREEMENT

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

1. Retroactive Effective Date. This Agreement shall have a retroactive effective date of July 1, 2022 (the "Effective Date"). All compensation or benefits to which Employee is entitled for the time period between July 1, 2022, and the date that this Agreement is fully executed shall be paid no later than fifteen (15) business days after the date on which this Agreement is fully executed.

2. Duties and Authority. City agrees to employ Employee as City Attorney to perform the functions and duties specified in Article IV, Section 4 of the Avondale City Charter and such other provisions of the Avondale City Charter and City Code assigned to the City Attorney and to perform other legally permissible and proper duties and functions as directed by the City Council.

3. Compensation.

3.1 Base Salary. The City will compensate Employee for their services as City Attorney at an annual base salary in the amount of $220,000.00 (the "Base Salary") as may be

adjusted from time to time in accordance with Section 2.2, or as may be amended by this Agreement. The Base Salary will be payable in accordance with the standard payroll procedures of the City.

3.2 Cost of Living/Market Adjustments. The Employee will be entitled to any cost of living or market adjustments granted by the City Council and applicable to employees of the City, without amendment of this Agreement.

4. Termination for Cause. The City Council shall have the right to terminate this Agreement immediately for "Cause" and consequently the Employee shall not be entitled to severance compensation. "Cause" for purposes of this Agreement, shall mean:(i) conviction of, plea of nolo contendere, or plea of guilty to a felony;(ii) conviction of, plea of nolo contendere, or plea of guilty to any illegal act involving moral turpitude or personal gain; or (iii) disciplinary action by the Supreme Court of Arizona resulting in employee's suspension or removal from the practice of law.

5. Termination and Severance Pay. The City Attorney serves at the will of the City Council and therefore City Council shall have the right to terminate this Agreement at any time without Cause, subject only to the severance pay provisions of this paragraph. Termination by the City includes the Employee resigning in lieu of termination. This means that, except for removal of the Employee for Cause pursuant to Section 3 of this Agreement, upon termination of this Agreement by the City the Employee shall receive six (6) months of severance pay to be computed at the current salary of Employee as of the date of termination by the City. Employee shall also be compensated for all accrued sick leave and vacation leave at the current rate of pay for Employee. In exchange for payment of the severance pay, the Employee agrees to enter into an Agreement for the waiver and release of claims and all other rights with respect to termination to the extent permitted by law ("Severance Agreement"). For each year of service attained by City Attorney (after the Effective Date), said six (6) month severance pay shall be extended by one (1) month up to a total severance pay of up to one (1) year. All severance pay amounts under this Agreement shall be paid within fourteen (14) calendar days after the date that Employee signs the Severance Agreement.

6. Resignation. In the event Employee voluntarily resigns her position with the City, the Employee shall provide a minimum of thirty (30) days' notice unless the City and the Employee agree otherwise. Employee shall not be entitled to severance pay upon voluntary resignation, except for resignation in lieu of termination.

7. Vacation and Sick Leave.

7.1 Vacation Leave. The Employee shall accrue vacation leave on an annual basis at the rate provided to any other City management level employee, as provided by the City of Avondale Chapter Policies and Administrative Policies.

7.2 Sick Leave. The Employee shall accrue sick leave at the rate provided to any other City management level employee as provided by the City of Avondale Chapter Policies and Administrative Policies.

7.3 Separation Payout. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation and sick leave in accordance with City of Avondale Chapter Policies and Administrative Policies.

8. Benefits.

8.1 General. Except as provided otherwise herein, Employee shall receive all other benefits as are generally available to employees of the City, as provided by the applicable City of Avondale Chapter Policies and Administrative Policies. Except as otherwise provided herein, all actions undertaken by City relating to benefits for management level employees of the City, shall be considered actions affecting the same benefits applicable to the position of City Attorney.

8.2 Cellphone Stipend. Employee shall receive a cellphone stipend in an amount equal to one thousand two hundred dollars ($1,200.00) per year earned and payable in 26 equal installments on the City's regular paydays as set out in the City of Avondale Payroll Calendar.

8.3 Reduction in Benefits. The salary and benefits provided to Employee under this Agreement shall not be reduced or eliminated unless the City Council reduces such benefits for all employees of the City.

9. Vehicle Allowance. Employee shall receive an automobile allowance in the amount equal to six thousand dollars ($6,000.00) per year earned and payable in 26 equal installments on the City's regular paydays as set out in the City of Avondale Payroll Calendar.

10. Deferred Compensation. The City agrees to execute appropriate documents as necessary for the establishment, implementation, and payment of a deferred compensation program for the Employee in accordance with this Section. The plan shall consist of a Section 457 account and a Section 401(a) account pursuant to the Internal Revenue Code of 1986, as amended. The City will contribute on behalf of the Employee into an IRS 457 or 401(a) account, whichever employee directs, the amount of eighteen thousand five hundred dollars ($18,500.00) annually (the "Contributions"). The Contributions shall be made throughout a calendar year in twenty-six (26) equal payments and Employee must be employed on the payday on which the Contribution is made to be entitled to the Contribution. For the first year of this Agreement, if the payments commence in the middle of the year, the total Contribution amount and the number of payments shall be prorated based on the Effective Date of this Agreement.

11. Professional Development; Memberships. The City shall provide as part of City Attorney's professional development, leave time and an expense allowance to allow City Attorney to attend meetings and conferences, such as the Arizona City Attorney's Association and the International Municipal Lawyer's Association, together with funding to meet the Continuing Legal Education requirements for lawyers in the state of Arizona as established by the Arizona Supreme Court. City shall pay for or otherwise reimburse City Attorney for any costs related to maintaining the annual dues imposed by the State Bar of Arizona to permit Employee to engage in the practice of law in this state.

12. Notices.

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Council
City of Avondale, Arizona
11490 West Civic Center Drive
Avondale, AZ 85323
Attn. Mayor

TO EMPLOYEE: To the then current address on file with the City's Human Resources Department.

13. Indemnification. In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as prescribed by the Charter, City Code, City Policies and Procedures, or separate actions of the City Council. Employee recognizes that Employer shall have the right to compromise and settle any indemnified claim. Unless the Employee is a party to the suit, Employee shall have no veto authority over the settlement of any indemnified claim. In the event Employee is required to be involved in litigation after the termination or expiration of this Agreement, as a party, witness or advisor to Employer, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

14. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

15. Assignment. This Agreement may not be assigned, in whole or in part by either the City or Employee.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

17. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on Employee unless and until it has been executed by Employee.

18. Governing Law and Attorneys' Fees. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In the event that either party finds it necessary to bring any action at law or other proceeding to enforce the terms,

covenants, or conditions hereof, or by reason of any breach or default hereunder, the prevailing party shall be entitled to payment of all reasonable costs and attorneys' fees from the other party.

19. Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement.

20. Conflicts of Interest. This Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF AVONDALE

_____
Kenneth N. Weise, Mayor

EMPLOYEE

_____
Nicholle Harris

Attest:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM

_____
Julie Pace, Special Legal Counsel

Item Number: 3.j.

CITY COUNCIL REPORT

SUBJECT: Resolution 1048-0722 - First Things First Grant Renewal

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director, 623 333 2711

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Strategic Outcome Area- Community- Oriented Lifelong Learning Opportunities by providing programming and services that support the academic success of children entering kindergarten. Strategic Outcome Area - Public Health and Safety by providing an array of education and health programs for families with children from birth to five years of age.

PURPOSE:

City Council will consider a request to adopt Resolution 1048-0722, authorizing a grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive $200,000 in funding and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to five years of age. The Southwest Maricopa Regional Partnership Council represents Avondale and the surrounding communities, and is charged with making strategy and funding recommendations to the First Things First Board.

DISCUSSION:

The scope of work for the grant addresses the priority areas of the Regional Council and enhances the services provided at the Arizona Complete Health Avondale Resource Center. The Center connects families to services that support parents, early childhood care and education, housing and health services. Avondale staff provide information and referrals for families and also conduct outreach efforts to educate the public and organizations that serve families at the center. The grant agreement provides an award amount of up to $200,000.

BUDGET IMPACT:

No matching funds are required to receive this grant, and the General Fund will not be impacted. Grant appropriations are included in the FY2023 adopted budget in various line-items in Fund/Division 280-50320.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive $200,000 in funding and authorize the Mayor, City Manager and City Clerk to execute necessary documents.

Contact person for document distribution: *Jerie Guajardo*

RESOLUTION NO. 1048-0722

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE GRANTEE AGREEMENT WITH FIRST THINGS FIRST, SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Amendment to the Grantee Agreement with First Things First, Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the "Amendment") for fiscal year 2022-2023 is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Amendment and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1048-0722

[Amendment]

See following pages.

FIRST THINGS FIRST

4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

Notice of Renewal Consideration

DATE: March 17, 2022

TO: City of Avondale
Attn: Chris Lopez
clopez@avondale.org

FROM: Michelle Neitch, Fiscal Specialist
Rudy Navarro, Fiscal Specialist

RE: Grant Renewal Information for State Fiscal Year 2023 (SFY23)

In 2020, the First Things First Board approved the extension of the SFY19-SFY22 regional strategic plans by one year to allow for the extension of related grants by one year to include SFY23. Due to this extension, the following First Things First grant is eligible for renewal consideration. Receipt of this packet does not guarantee renewal of the grant award but if renewed, the award period for the SFY23 grant will be July 1, 2022 through June 30, 2023.

Grantee Name:	City of Avondale
SFY22 FTF Grant Number:	GRA-RC007-19-0959-01-Y4
Lead Strategy:	Family Resource Centers
Non-Lead Strategies:	
Eligible Renewal Amount for SFY23:	$ 200,000

The renewal packet includes the following documents:

1. **Grant Renewal Amendment**
   Confirm the eligible award amount and contracted service units on the form.

2. **Line-Item Budget and Budget Narrative**
   The SFY23 Line-Item Budget and Budget Narrative should continue to align with the approved SFY22 Line-Item Budget and Budget Narrative and the scope of the approved programming.

3. **Program Personnel Table**
   Complete the table with the personnel that align with the SFY23 Line-Item Budget and Budget Narrative.

Follow Up Action Necessary

Please complete all documents; have your designated signatory sign the amendment, line-item budget, and budget narrative; and then scan/email all items back to me by **April 15, 2022**. Electronic submission to mneitch@firstthingsfirst.org or rnavarro@firstthingsfirst.org is preferred, but if sending by standard mail, please send to my attention, First Things First, 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012.

FIRST THINGS FIRST

4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

If the renewal is approved by the Board of First Things First at the June 2022 meeting, First Things First will countersign the amendment document and scan/email it back for your records.

Reminders

Grantees must always adhere to the latest version of the Standards of Practice which can be located in the Strategy Toolkit, www.firstthingsfirst.org/grants/strategy-toolkit and related policy documents that apply to this grant. Additional policy/grant-related documents (FTF Grants Uniform Terms and Conditions, FTF Data Security Policy and Procedures, and the FTF Tribal Data Policy) are located under Grantee Resources, www.firstthingsfirst.org/grants/grantee-resources.

SFY23 Data Template Training

If refresher data template training is needed for SFY23, please contact the FTF Evaluation team to schedule, ftfevaluation@firstthingsfirst.org.

Closing out SFY22

Your current grant ends June 30, 2022. Final narrative and data reports must be submitted on or before July 20, 2022 and your final request for reimbursement must be submitted no later than August 15, 2022 (45 days from the grant end date.) Unexpended funds from SFY22 do not carry over to SFY23.

If you have any questions, please contact Michelle Neitch at mneitch@firstthingsfirst.org or Rudy Navarro at rnavarro@firstthingsfirst.org.

Thank you.

FIRST THINGS FIRST	**Grant Renewal Amendment**	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2023 Grant Award GRA-RC007-19-0959-01-Y5 Southwest Maricopa Regional Partnership Council Family Resource Centers	

GRANTEE:

City of Avondale

PURPOSE OF AMENDMENT:

The parties amend the Grant Agreement as follows:

1. The Agreement is extended for the period of July 1, 2022 through June 30, 2023.

2. Total award amount for the grant period is $ 200,000

3. Contracted Service Units:
   Lead Strategy:
   Family Resource Centers
   Number of families referred to services: 1,100
   Number of parenting activities held: 200

4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.

5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment	The above referenced amendment is hereby executed effective July 1, 2022 once signed and dated below:
Signature	Josh Allen CFO/COO
Name	Date
Title	
Date	

Line-Item Budget and Budget Narrative

SFY23 Line-Item Budget

Budget period: July 1, 2022 – June 30, 2023

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$119,487.00**
Salaries	Family Education Specialist-1.0 Family Education Assistant- 1.0	**$65,672.88** **$53,814.12**	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$34,000**
Fringe Benefits or Other ERE	Family Education Specialist Family Education Assistant-	**$19,000** **$15,000**	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$12,650**
Contracted Services	Avondale Family Education and Resources Program (AFERP)	**$12,650**	
TRAVEL		**Travel Sub Total**	**$4,600**
In-State Travel Out-of-State Travel	Professional Development	$4,600	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0**
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$29,263**
• General Office Supplies • Food • Software (including IT supplies) • Advertising • Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff) • Program Materials • Program Supplies • Program Incentives	General Office Supplies Meeting Expenses Food Two (2) Adobe Pro Software Licenses Marketing/Advertising Professional Development Staff Training Program Materials Educational/Other Supplies Program Incentives	**$2,000** **$2,363** **$500** **$3,000** **$2,700** **$11,200** **$6,000** **$1,500**	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$0**
Equipment $4,999 or less in value			
Subtotal Direct Program Costs:			**$**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$0**
Indirect/Admin Costs		$	**$**
Total		**$200,000**	**$200,000**

Authorized Signature _____ Date _____

SFY23 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Family Education Specialist: This is a twelve-month position and is currently vacant it represents 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. A total of $65,672.88 is budgeted for the next fiscal year which includes a 5% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale had historically provided up to a 5% increase each year.

Family Education Assistant: This is a twelve-month position and is currently filled by Genesis Antunez it represents a 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. This staff member's current hourly rate is $24.64 for a total of $51,251.20 annually. A total of $53,814.12 is budgeted for the next fiscal year which includes a 5% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale had historically provided up to a 5% increase each year.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Family Education Specialist: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of $19,000. This amount is based on the City of Avondale calculation of employee related expenses.

Family Education Assistant: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of $15,000. This amount is based on the City of Avondale calculation of employee related expenses.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

Avondale Family Education and Resource Program (AFERP): A total of $12,650 is budgeted for program services

around the delivery of resources, referrals and parenting activities for families with children birth to age five.
The amount was determined based on past experiences in hiring qualified consultants for services of a similar nature. The types of workshops and services provided include but are not limited to early language and literacy, discipline, brain development, kindergarten readiness, health, nutrition and child safety (ex. Raising A Reader and Arizona Science Center). All contractors will be subject to the First Things First Standards of Practice and contracts will be established through the City of Avondale's procurement policies and procedures.

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (https://gao.az.gov/travel/welcome-gao-travel) for both in-state and out-of-state travel.*

This will include hotel, transportation and meal cost for the National Community Schools and Family Engagement Conference for both First Things First funded staff in the total dollar amount of $4,600.

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

General Office Supplies: This line item will provide for office items generally used, including business card
holders, pens/pencils, paper clips, paper goods, desk organizers/storage, highlighters, clipboards, correction tape, personal protection equipment (gloves, mask, face shields, etc.), hand sanitizer, disinfectant spray for a total of $2,000. This amount is based on the current actual costs of these supplies.

Food - Meetings Expenses/Food: This line item will provide for meeting expenses, primarily for community events, workshops, and support groups, and networking meetings held at the Resource Center for a total of $2,363.

Software (including IT supplies): A total of $500 will be utilized to purchase two (2) adobe pro licenses.

Advertising – Marketing/Advertising: A total of $3,00_is budgeted to purchase collateral materials for outreach and promotion of the Resource Center. The budget amount is based on the contracted rate with the printer under contract with the City of Avondale.

Professional Development/Staff Training: A total of $2,700 is budgeted for registration fees for the First Things First Summit in August 2021, as well as any miscellaneous professional development and training opportunities that may become available during the fiscal year. Two (2) FTE, FTF-funded City of Avondale/Resource Center staff will attend the FTF Summit and any additional training opportunities. This amount will also include the cost of recertification for the National Child Passenger Safety Certification of one (1) FTF-funded staff and any additional certifications that become available during the fiscal year.

Program Materials: A total of $11,200 is budgeted to purchase materials for workshops, events and programs aimed at promoting early childhood health, development and safety. The funds will cover child safety/health items such as car seats, parent workshops consumables (workbooks, completion certificates, hand-out materials, etc.), personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.) and decorations and crafting supplies for parenting activities and events.

Program Supplies – Educational/Other Supplies: A total of $6000 is budgeted to purchase age-appropriate educational items and program supplies for families and children to use while visiting and/or attending events at the Resource Center. Items to be purchased include developmental and sensory toys/manipulatives including blocks, puzzles, dolls/puppets, art supplies (crayons, markers, child scissors, child aprons, activity books, construction paper, pom poms, glitter, paper plates, ribbons, streamers, stickers, etc.) and serving utensils (such as spoons, forks, napkins, trays, cups and containers).

Program Incentives: A total of $1,500 is budgeted to purchase incentives for participation in workshops, events and programs held at the Resource Center. Incentives will include books, developmental, educational, and personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.). Families who attend activities and programs will be able to access these services. This will serve the dual purpose of outreach and awareness for the Resource Center as well as promoting early literacy and early childhood development.

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs**: *with proper justification, applicants may include an allocation for*

administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

OR

☐ **Option B - Federally Approved Indirect Costs**: *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement***.

Authorized Signature _____ Date _____

FIRST THINGS FIRST

Program Personnel Table

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	**Background/Expertise*** Must include qualifications that align with the Standards of Practice (SOP)	**Key Roles and Responsibilities**	**Meets the SOP Staffing Qualifications Yes/No****	**FTEs funded through the program**
Genesis Antunez/ Family Education Assistant	*Genesis currently hold a Bachelor of Arts in Education, as well as an Associates in General Education.* *Genesis been working in youth-serving community organizations for over six year now. She has five years of experience in community outreach and organization.* *Genesis has over six years of experience in youth programming implementation and management. Program management has included community networking/partnerships, grant and budget narratives, event managements and community event attendance. Genesis also has over five years of experience in delivering workshops and classes for families.* *Genesis has experience serving as a liaison for multiple youth-facing entities such as schools, faith-based organizations and for-profit businesses.* *Genesis has years of experience in program delivery as well as program development and design to serve the community.*	The Family Education Assistant assists the Family Education Specialist in providing outreach for the Avondale Resource Center and early childhood program coordination in the Resource Center and in First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries and community organizations. Plans and implements youth programming and related activities to meet community needs based on early childhood development principles and practices; designs programs that appeal to parents and caregivers of children	*Yes*	*1.0*

		ages birth to five years.; uses a strengths-based approach and methodology that supports programming and service objectives. Serves as a liaison to school administration; develops and maintains positive working relationships with, local and regional community based organizations, the faith community and veterans and military support services; attends community events, coordinates various annual family events to support the Family Education Specialist. Works with various service providers to establish partnerships for program development and delivery; Promotes programs and activities through outreach and marketing; develops flyers and other marketing material for early childhood development programs and services. Coordinates a series of Early Childhood focused events in conjunction with other community based organizations and educational institutions that appeal to families with young children and promote positive early childhood development outcomes. Assists the Family Education Specialist with: grant proposal narratives including		

		research for demographic and other data describing funding needs, preparation of program budgets and budget narratives based on projected cost, and submission of complete and timely grants to grantor entities.		
Vacant/ Family Education Specialist	*Vacant*	*Vacant*	*Vacant*	*1.0*
Jerie Guajardo Family Services Manager	*Jerie has 20 years of experience working with children, youth, families and communities. Experience includes behavioral health, counseling, case management, education, program development and youth development. Holds a Bachelor of Science degree in Human Services with an emphasis in early childhood education and management.*	*Manage the Family Services Division which includes the Arizona Complete Health Avondale Resource Center and directly supervises both FTF funded staff members.*	*Yes*	*0.0*
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
			Program Total:	

*** Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.**

**** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.**

Name/Title **Date**

Item Number: 3.k.

CITY COUNCIL REPORT

SUBJECT: Resolution 1049-0722 - Intergovernmental Agreement with Maricopa County Human Services Department for Community Action Program Services

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director, (623) 333-2711

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Public Health & Safety - Partner with key stakeholders to implement integrated community health and wellness programs

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PURPOSE:

City Council will consider a request to adopt Resolution 1049-0722, approving the Intergovernmental Agreement for services between Maricopa County administered by its Human Services Department and the City of Avondale, for the provision of the Community Action Program (CAP) services, and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Community Action Program (CAP) began serving residents of Avondale in 1964. Services are provided to residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for a crisis, and find themselves needing assistance when a change in the household occurs, such as a change in employment, medical emergency, divorce, caring for an aging family member or a vehicle expense.

DISCUSSION:

The Community Action Program (CAP) provides support to low income households and families in crisis with utility, rent and mortgage assistance. The service area stipulated under the contract includes: Avondale, Goodyear, Litchfield Park, unincorporated areas north to Glendale Avenue including Litchfield Park and east/south to Laveen and unincorporated areas around but not including Laveen. This is considered the West Central CAP area in Maricopa County.

The approval and adoption of the Intergovernmental Agreement for services between Maricopa County, administered by its Human Services Department and the City of Avondale, will allow for the provision of Community Action Program (CAP) services for FY23 in the amount of $391,875.

BUDGET IMPACT:

The total amount of administrative funding provided by Maricopa County is $391,875 to provide Crisis Case Management and Financial assistance services as part of CAP. There will be no impact to the General Fund.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution, approving the Intergovernmental Agreement for services between Maricopa County, administered by its Human Services Department and the City of Avondale and authorize the Mayor, city Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: *Jerie Guajardo*

RESOLUTION NO. 1049-0722

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND ESTABLISHING FUNDING FOR THE COMMUNITY ACTION PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County (the "County"), administered by its Human Services Department; funding the City's Community Action Program for the fiscal year 2022-2023 (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1049-0722

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

Contract Number: _____
Contract Amount: $391,875.00
Contract Start Date: July 1, 2022
Contract Termination Date: June 30, 2023
UEI #: GDTNM5BLN9Y4

This Intergovernmental Agreement ("Agreement") is entered into between the City of Avondale ("Contractor") and Maricopa County, administered by its Human Services Department, ("County"). The Contractor and County are collectively referred to here as the "Parties" and individually as a "Party." The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions
Section 2 – Special Provisions
Section 3 – Work Statement
Section 4 – Budget and Compensation

Maricopa County Representative:		Contractor Representative:
Cathy Chiang, Assistant Director Community Services Division 234 N. Central Avenue, 3rd Floor Phoenix, AZ 85004 602-506-4206 cathy.chiang@maricopa.gov		Jerie Guajardo, Family Services Manager City of Avondale 11465 W. Civic Center Drive Suite 260 Avondale, Arizona 85323 623-333-2712 cjguajrdo@avondaleaz.gov

Unless otherwise provided below, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed below by: (i) a nationally recognized delivery service (e.g., Federal Express or UPS) with confirmation receipt requested; (ii) United States Post Office certified mail, postage prepared and return receipt requested; and (iii) e-mail with delivery receipt. Unless otherwise indicated in the notice, the notice shall be effective: (i) upon receipt if delivered by a nationally recognized delivery service; (ii); three business days after being placed in the U.S. Mail properly addressed, with sufficient postage, if sent by certified mail; and (iii) on the day of transmission if sent by e-mail transmission on a business day by 5:00 p.m. Mountain Standard Time or the following business day if sent on a business day after 5:00 p.m. Mountain Standard Time or if sent on a non-business day. Business day means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent

to any lawsuits or waiver of any defenses in a lawsuit brought against the County or the Contractor in any state or federal court.

The Parties have authorized the undersigned to execute this Agreement on their behalf.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:

CITY OF AVONDALE

[Name] Date
Title

Attested to:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Attorney for the Contractor Date

APPROVED BY:

MARICOPA COUNTY

Bill Gates, Chairman Date
Board of Supervisors

Attested to:

Juanita Garza Date
Clerk, Board of Supervisors

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT 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:

Deputy County Attorney Date

SECTION 1

GENERAL PROVISIONS

Maricopa County
Human Services Department

1.0 PURPOSE

The Contractor shall provide Community Action Program (CAP) services in specific geographic areas and service boundaries. CAP services include the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services to assist low-income households in crisis situations, to move closer to economic self-sufficiency. Detailed program activities identified in Section 3 (Work Statement).

2.0 TERM

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

3.0 RENEWAL

This Agreement may be renewed by a written amendment provided the Contractor is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Contractor in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

5.0 TERMINATION

5.1 Under A.R.S. § 38-511, either Party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

5.3 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Contractor's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

5.4 The County may suspend or terminate this Agreement if the Contractor violates any term or condition of this Agreement or if the Contractor fails to maintain a good-faith effort to carry out the purpose of this Agreement.

5.5 The Parties may terminate this Agreement for convenience. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.

6.0 ADMINISTRATIVE CHANGE ORDERS

6.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change shall be approved and fully executed by the Chairman of the Board of Supervisors and the Contractor. Administrative Change Orders may address any of the following areas:

6.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

6.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

6.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and

6.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by local regulations, policies or requirements.

7.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

8.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

8.1 **ADES** means the Arizona Department of Economic Security.

8.2 **Assistant Director** means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.

8.3 **Assistance Listing Number (ALN)** means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

8.4 **Community Action Agency** means an eligible entity designated by the Governor to address the causes and conditions of poverty in a local area, as outlined under the Community Services Block Grant (CSBG) Act.

8.5 **CAP Office** means an organization or agency delivering Community Action Program (CAP) services on behalf of the Maricopa County Human Services Department/Community Services Division.

8.6 **Case** A record that contains all of a client's case management information. Created when a client is determined eligible for assistance for a program. A case will include the service plan, client services, and service authorizations.

8.7 **Client** means an eligible individual who meets the requirements for a particular service or program as outlined under state and federal law.

8.8 **Client Service Specialist** means a staff person that accesses and analyzes services needed by a client to coordinate and develop a delivery plan that assists with the current and long-term case management of their clients.

8.9 **COATES** means Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.

8.10 **Community Service Area (CSA)** means the geographic service area within the County in which Community Action Program services will be provided.

8.11 **Contractor** means the organization that contracts with Maricopa County to provide services identified in this Agreement.

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

8.13 **Department** means the Maricopa County Human Services Department or may be referred to as MCHSD.

8.14 **Director** means the Director of the Maricopa County Human Services Department.

8.15 **Disposition** means the determination of the program application's status, that follow the appropriate action as defined in the policies and procedures handbook.

8.16 **Division** means the Maricopa County Human Services Department, Community Services Division, also referred to as CSD.

8.17 **HSD Dynamics** means Maricopa County Human Services Department's comprehensive, web-based, client-driven case management database.

8.18 **Linguistically Appropriate and Culturally Relevant** means respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an CAP Office service system. Such a system enables the CAP Office, to work effectively in cross-cultural situations. The CAP Office will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

8.19 **Arizona@Work Maricopa County** means the workforce program operated by the Maricopa County Human Services Department's Workforce Development Division.

8.20 **Maricopa County Community Services Commission** means an advisory body consisting of low-income households, public elected officials, and other organizations who have interest in the communities served, that fully participate in the development, planning, implementation, and evaluation of the programs administered by the Community Services Division.

8.21 **MCHSD/CSD** means the Maricopa County Human Services Department, Community Services Division.

8.22 **MCHSD/CSD Policy & Procedure Program Manual** means the Maricopa County Human Services Department/ Community Services Division policy and procedure manual developed and maintained by the Community Services Division, which delineates program eligibility requirements, procedural guidelines, application and documentation procedures, and benefit levels for financial assistance programs.

8.23 **MCHSD Case Management Report** means the quarterly program report that tracks outcomes for clients that have received case management services.

8.24 **Paper Application** means a hard copy view of a client's data that is relevant to Community Services Division's programs, to support the ability for clients without technology to submit a request for services.

8.25 **Priority Level** means the numerical levels assigned to specific criteria as reported by the client, reviewed, and assessed before each program application is escalated and assignment to a client service specialist for processing.

8.26 **Process** means a series of actions which are carried out regularly and in accordance with established policies and procedures in order to achieve a consistent and accurate end result.

8.27 **Program Application** means a record designed to collect client's data specific to each program offered by Maricopa County Human Services.

8.28 **Provider Profile** means a record designed to collect specific data and documentation required to register a provider as an authorized vender with Maricopa County (name, phone number, email address, completed W-9 and Landlord Verification form).

8.29 **Quality Assurance Review** means a thorough review of the data collected in the application, program application, and case to ensure that policies and procedures set into place for each program are being implemented correctly.

8.30 **Quality Assurance Specialist** means the designated staff person responsible for the review and approval of service authorizations in HSD Dynamics.

8.31 **Respondent** means the individual or organization responding to this solicitation.

8.32 **Results Oriented Management and Accountability (ROMA)** means a performance management prescribed by the federal Department of Health and Human Services for Community Action Agencies.

8.33 **Self-Sufficiency** means the ability of an individual of family to sustain a given status without ongoing support from social service agencies.

8.34 **Service Authorization** means a form to request payment of service, created for each month a payment will be delivered, and reviewed and approved by a supervisor and finance staff.

8.35 **State** means the State of Arizona

8.36 **Vulnerable Adult** means an individual who is eighteen years of age or older and 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.

9.0 GENERAL REQUIREMENTS

9.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

9.2 The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

9.3 The Contractor is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.

9.4 The Contractor shall comply with the regulations prohibiting a conflict of interest.

9.5 The Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Contractor's organization or with which the Contractor (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Contractor has made full written disclosure of the proposed payments to the County and has received written approval, therefore.

9.6 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

10.0 ASSIGNMENT AND SUBCONTRACTING

10.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Contractor shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

10.2 The Subcontractor's rate for the job shall not exceed that of the Contractor's rate, as bid in the pricing section, unless the Contractor is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

11.0 AVAILABILITY OF FUNDS

11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Contractor fully informed as to the availability of funds.

11.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

12.0 BUDGET ADJUSTMENTS

12.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 (Amendments) above.

12.2 The Contractor must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the Contractor's authorized Representative as defined in Section 1 (General Provisions), Paragraph 6.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

13.0 DISPUTES

13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days.

Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.

13.2 If a dispute cannot be resolved informally, then the Contractor shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 13.1 above.

13.3 The Assistant Director shall respond in writing to the Contractor within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Contractor is served with the decision, the Contractor files a written notice of appeal with the Human Services Department Director.

13.4 The Human Services Department Director shall provide the Contractor with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.

13.5 Pending a final decision of the Director, the Contractor shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

14.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

15.0 STRICT COMPLIANCE

The County's acceptance of the Contractor's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

16.0 SINGLE AUDIT ACT REQUIREMENTS

The Contractor is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq*.). The Contractor shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Contractor shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the Contractor is not in -compliance with the audit requirements.

17.0 AUDIT DISALLOWANCES

17.1 The Contractor shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

17.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Contractor by the amount

of the disallowance or to require immediate repayment of the disallowed amount by the Contractor issuing a check payable to the County.

18.0 SUSPENSION OF WORK

The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

19.0 STOP WORK ORDER

19.1 The County, 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 Agreement for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the County shall either:

19.1.1 cancel the stop work order; or

19.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

19.2 The County may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

20.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

20.1 Notwithstanding anything to the contrary, this Paragraph shall not be deleted or superseded by any other provision of this Agreement.

20.2 This Agreement may be immediately terminated by the County if the Contractor defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Contractor's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Contractor if the Contractor is unable or fails to provide required services within the specified time frame in the work statement.

20.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

20.3.1 Non-performance of any obligations required by this Agreement.

20.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including guidelines, policies, or directives.

20.3.3 Unauthorized expenditure of funds.

20.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.

20.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.

20.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Contractor shall, without intent to limit or with restrictions, be subject to the following:

20.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.

20.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.

20.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Contractor at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.

20.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

20.4.5 The Contractor shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

21.0 COMPETITIVE BIDDING

21.1 If the Contractor is authorized to purchase supplies and equipment itemized in the Agreement 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 $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

21.2 Contractor's own bidding procedures shall govern, as long as the procurement practices comport with federal law.

21.3 The Contractor shall maintain an accessible written procurement manual.

22.0 PROPERTY

22.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Contractor within the limits budgeted in this Agreement.

22.2 Any Contractor property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Contractor. Repair costs of such property shall be the responsibility of the Contractor.

22.3 The Contractor shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

23.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the Contractor or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the Contractor or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

24.0 RECIPROCAL INDEMNIFICATION

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnitee”) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees, expert witnesses’ fees and other litigation costs) (hereinafter collectively referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.

25.0 INSURANCE

25.1 Exceptions:

25.1.1 The Contractor as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.

25.1.2 The Contractor shall ensure the Insurance thresholds are met:

25.1.2.1 Commercial Umbrella a limit of no less than $2,000,000 for each occurrence

25.1.2.2 General Aggregate Limit $4,000,000

25.1.2.3 Workers’ Compensation a limit of no less than $1,000,000 for each accident

25.1.2.4 Sexual Molestation and Physical Abuse not less than $2,000,000.00 per occurrence and $4,000,000.00 aggregate

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Agreement. The provision applies to work performed by Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Contractor to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the County.

29.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Contractor agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Contractor 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 the awarding of any federal agreement, 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 agreement, grant, loan, or cooperative agreement.

30.2 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 any federal agreement, grant, loan or cooperative agreement, then the Contractor shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Contractor warrants that none of its costs and none of the costs incurred by the Contractor or any of its Subcontractors will include any expense for any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Contractor or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

33.0 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

34.0 SAFEGUARDING OF PARTICIPANT INFORMATION

34.1 The Contractor shall observe and abide by all applicable State of Arizona and federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Contractor shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.

34.2 The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq*. MCHSD/CSD will advise the Contractor as to applicable policies and procedures adopted for such compliance.

34.3 The Contractor understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Contractor's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

35.0 CONFIDENTIAL INFORMATION

35.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

35.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Agreement, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

35.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

36.0 RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any such available information that is relevant to this Agreement and to the performance under it.

37.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

38.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

38.1 The County shall monitor the Contractor's compliance with, and performance goals under, the terms and conditions of this Agreement as well as applicable federal regulations. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the Contractor's normal business hours, announced or unannounced.

38.2 The County will conduct on-site monitoring, at a minimum of once every two (2) years. Monitoring to include but not limited to: facilities, administrative and financial operations, and programmatic service delivery.

38.3 County will monitor monthly expenditures of funds, to determine over/under expenditure patterns. County staff will meet with CAP to discuss spending trends and methods to be used to ensure services are available throughout the term of the contract.

38.4 The Contractor will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring for inspection and copying. Failure of Contractor to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

39.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

39.1 The Contractor shall, during the term of this Agreement, immediately inform the Department in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Contractor to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

39.2 The Department may request, and the Contractor shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

39.3 If the Department determines that the award to the Contractor of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

40.0 MINIMUM WAGE REQUIREMENTS

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

41.0 RECOGNITION OF COUNTY SUPPORT

The Contractor shall give recognition to the County and the funding source for its support when the Contractor publishes materials or releases public information that is paid for in whole or in part with funds received by the Contractor under this Agreement.

42.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

42.1 Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website: (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

42.2 The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

43.0 DISABILITY REQUIREMENTS

The Contractor agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 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.

44.0 EQUAL EMPLOYMENT OPPORTUNITY

44.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

44.2 The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

44.3 The Contractor shall and shall cause its Subcontractors to comply with:

44.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

44.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

44.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

44.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

44.3.5 Arizona Executive Order 2009-09, as amended, *et seq*. which mandates that all persons shall have equal access to employment opportunities.

45.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200, *et seq*.

46.0 FINANCIAL MANAGEMENT

46.1 The Contractor agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

46.2 The Contractor shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations.

46.3 The Contractor shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Contractor. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations.

46.4 The Contractor shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

47.0 RETENTION OF RECORDS

47.1 This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Contractor that are related to this Agreement.

47.2 The Contractor shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

48.0 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Contractor shall reimburse the County for the services not supported and documented.

49.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

49.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using E-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Agreement and verify employee compliance using the E-verify system 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. I-9 forms are available for download at USCIS.GOV.

49.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 49.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contractor and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

50.0 DRUG FREE WORKPLACE ACT

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Contractors and grantees of federal funds must certify that they will provide drug-free workplaces.

51.0 EMPLOYMENT DISCLAIMER

51.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

51.2 The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

51.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Contractor agent, employee, or representative and that no rights of the Contractor civil service, the Contractor retirement, or the Contractor personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Contractor with respect thereto.

52.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

52.1 The Contractor, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Contractor, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

52.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;

52.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

52.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 52.1.2 above; and

52.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

52.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

53.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

53.1 The Contractor agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

53.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Contractor and copies provided to County upon request; and

53.3 The Contractor shall insert the substance of this clause, including this Paragraph 53.0, in all subcontracts over the simplified acquisition threshold ($250,000 as of June 2021).

54.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

55.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

56.0 FORCE MAJEURE

56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by

events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

SECTION 2

SPECIAL PROVISIONS

Maricopa County

Human Services

1.0 STANDARDS

The Contractor shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Contractor is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Contractor acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Contractor to the remedies provided in the Section 1 (General Provisions), Paragraph 20.0, (Default and Remedies for Noncompliance).

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Contractor comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 20.0 of Section 1 (Default and Remedies for Noncompliance) provided in the Special Provisions.

3.0 AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the Contractor shall, at its own expense, file with the County by March 31st of each Agreement year, either:

3.1 Audited financial statements prepared in accordance with federal single audit requirements; or

3.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or

3.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

4.0 SYSTEM FOR AWARD MANAGEMENT

4.1 The Contractor must register in System for Award Management (SAM) www.sam.gov/SAM/ (a database of basic business information for Contractors), and obtain a Unique Entity Identifier (UEI) number through http://fedgov.dnb.com/webform.

4.2 The Contractor must remain current with their registration throughout the term of the Agreement.

4.3 For additional information on System for Award Management (SAM) and, UEI use this link: https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf

5.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

5.1 Contractor shall comply 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.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

The Contractor shall ensure:

6.1 Background checks are conducted on all individuals providing direct services to children or vulnerable adults, the following shall apply:

6.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of the Contract.

6.1.2 Contractor shall request ADES to conduct Central Registry Background Checks on behalf of employees. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:

6.1.2.1 Any person, their employees or volunteers who apply for a contract with MCHSD; or

6.1.2.2 All employees of the Contractor; or

6.1.2.3 A subcontractor of the Contractor and the subcontractor's employees; and

6.1.2.4 Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.

6.1.3 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.

6.1.3.1 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.

6.1.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults under this Contract, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.1.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:

6.1.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.1.4.2 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.

6.1.5 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 program participants.

6.1.6 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.

6.1.7 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.

6.1.7.1 The Request for Search of Central Registry for Background Check form and the Direct Service Position form can be found at: https://des.az.gov/documents-center In the Document Center "Filter by Category" Select "Aging" and click on "Search". Document Number "AAA-1344A" "Direct Service Position".

6.1.7.2 Download forms, complete for each employee and submit to Arizona Department of Economic Security Division of Aging and Adult Services as instructed on the forms.

6.1.8 Upon request the Contractor shall make available valid Background Check information to County.

7.0 FINGERPRINTING

7.1 Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

7.1.1 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but 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, certification 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.

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

7.1.2.1 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.

7.1.2.2 Except as provided in A.R.S. § 46-141, the 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 the 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.

7.1.2.3 Upon request the Contractor shall make available valid Fingerprint information to County.

8.0 NON-DISCRIMINATION

8.1 Contractor shall comply with the following federal regulations:

8.1.1 Title VII of the Civil Rights Act of 1964, as amended;

8.1.2 Age Discrimination in Employment Act;

8.1.3 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;

8.1.4 The Fair Labor Standards Act of 1938, as amended;

8.1.5 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;

8.1.6 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services;

8.1.7 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;

8.1.8 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

8.1.8.1 "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**)."

SECTION 3

WORK STATEMENT

Maricopa County

Human Services

1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Services Division (MCHSD/CSD) administers the Community Action Program activities, the primary purpose of the CSD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-sufficient.

Through partnerships with local municipalities or private, non-profit organizations community action programs and services are provided to residents in the local area.

2.0 SCOPE OF WORK

Community Action Program (CAP) Client Services:
CAP Client Services is a mandatory component of this Agreement that includes the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services.

2.1 Crisis Case Management Services includes both financial and non-financial assistance to eligible households with low incomes to stabilize immediate, emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/underemployed.

2.1.1 Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1.1 Eligibility criteria for financial assistance funds is defined in the MCHSD/CSD Policy & Procedure Program Manual.

2.1.2 The services shall also include non-financial assistance services that provides information and referral to other programs or services including referrals to child support enforcement.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.3.1 MCHSD/CSD will make payment directly to vendors upon authorization by County.

2.1.3.1.1 Contractor shall be required to reimburse the County for payments that do not meet the eligibility requirements in which they approved payment for on behalf of clients.

2.1.3.2 The County shall not be responsible for providing payment to unauthorized clients when an error was made by the Contractor.

2.1.3.2.1 The Contractor shall be responsible for fulfilling those payment authorizations directly.

2.1.4 Available Financial Assistance Services shall include the following:

2.1.4.1 Utility Assistance

2.1.4.1.1 Utility payments and deposits for heating and cooling;

2.1.4.1.2 Payment of water bills related to cooling (May 1–Oct 1); and
2.1.4.1.3 Rental assistance where utility payment is included in rent.
2.1.4.2 Rental Assistance
2.1.4.2.1 Rental assistance to prevent eviction; and
2.1.4.2.2 Move in assistance to include rental deposits and first month rent.
2.1.5 Available Non-Financial Assistance Services shall include the following:
2.1.5.1 Information and Referral - Referrals shall include but not limited to the following:
2.1.5.1.1 SOLARI (formerly known as AZ 211) crisis case management services
2.1.5.1.2 Community Legal Services (CLS) for households who are facing immediate eviction;
2.1.5.1.3 Other MCHSD programs/ services;
2.1.5.1.4 Referrals to child support enforcement services; and
2.1.5.1.5 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;
2.1.5.2 Food or Nutrition Programs - Provision of food or nutrition services to counteract the impacts of starvation or malnutrition, including the provision of food boxes or referral to food banks or food distribution sites.

2.2 Financial Literacy Training
2.2.1 On-site Financial Literacy Training will be provided by the MCHSD Community Services Division. To assist household in achieving financial empowerment and to build financial stability.
2.2.2 Contractor shall promote and coordinate training classes to occur, at a minimum of twice a year.

2.3 Employment Assistance Services
2.3.1 Services are intended to assist unemployed and underemployed individuals find jobs that offer a livable wage.
2.3.2 Services will be provided through a partnership with MCHSD Workforce Development Division's ARIZONA@Work - Maricopa County program, with a focus on households who apply for utility or rental financial assistance services.
2.3.3 The following Employment Assistance Services shall be available:
2.3.3.1 Monthly job readiness/ employment workshops;
2.3.3.2 Self-directed job search and career exploration activities; and
2.3.3.3 Direct referrals to ARIZONA@Work - Maricopa County for intensive employment services.

2.4 Service Requirements:
2.4.1 County Funded Financial Assistance Services
2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.
2.4.1.2 On-site application process shall include the following:

2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;

2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CSD Policy & Procedure Program Manual;

2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics withing 24 hours;

2.4.1.2.4 Upload a copy of the paper application in HSD Dynamics;

2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;

2.4.1.2.6 Upload eligibility documents in HSD Dynamics;

2.4.1.2.7 Research and enter vendor/provider information within twenty-four (24) hours from receiving provider documentation.

2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:

2.4.1.3.1 Contractor shall review agency's queue and will assign twenty (20) applications per week, to Client Services Specialist;

2.4.1.3.2 Upload eligibility documents in HSD Dynamics;

2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;

2.4.1.3.4 Contractor will disposition twenty (20) applications per week, which may include a combination of a rent and utility program application;

2.4.1.3.5 Client Services Specialist will complete a minimum of ten (10) applications, per week, for supervisor review.

2.4.1.4 Contractor shall adhere to the following:

2.4.1.4.1 Use the MCHSD/CSD Policy & Procedure Program Manual, as amended, in the provision of services;

2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;

2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;

2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the MCHSD/CSD Policy and Procedure Program Manual;

2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;

2.4.1.4.6 Conduct quality assurance review on all entered cases within ten (10) calendar days from the case start date;

2.4.1.4.7 Resolve rejected service authorizations and data entry errors within seven (7) calendar days from the rejection date;

2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CSD.

2.4.2 AZDES Low-Income Home Energy Assistance Program (LIHEAP) Application Intake

2.4.2.1 Contractor shall adhere to the following intake requirements for AZDES funded LIHEAP services:

2.4.2.1.1 Complete and submit client eligibility information in the designate DES LIHEAP Portal; and

2.4.2.1.2 Comply with all applicable federal/ state regulations and related policy and procedures.

2.4.3 Local Rent/ Utility Financial Assistance Services

2.4.3.1 Contractors shall leverage available local funds in the coordination and delivery of utility and rental assistance to ensure the availability of services through the term of the contract.

2.4.3.2 Funds will be made available in HSD Dynamics. Corresponding rent/ utility services will be recorded in HSD Dynamics and MCHSD will make payments directly to vendor.

2.4.4 Information and Referrals

Contractor shall adhere to the following requirements:

2.4.4.1 Document all internal and external referrals in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.

2.4.4.2 Information regarding program referrals shall be reported in the MCHSD/CSD quarterly ROMA reports.

2.4.4.3 Referrals to other MCHSD programs and/or services shall be documented and tracked in HSD Dynamics.

2.4.4.4 Provide direct referrals to SOLARI to assist households with other crisis services.

2.4.4.5 Referrals will be made to Community Legal Services to assist household who are facing immediate eviction for non-payment of rent or who received assistance and have a judgement that is not satisfied.

2.4.4.6 Provide information and referrals to local government child support offices for clients who are custodial parents in single parent households.

2.4.5 Employment Assistance Services

Contractor shall adhere to the following requirements:

2.4.5.1 Schedule and coordinate the delivery of on-site job readiness/employment related workshops which will be conducted by HSD Workforce Development Division.

2.4.5.2 Document training/workshop attendance in HSD Dynamics case notes.

2.4.5.3 Provide access to computers and related equipment for self-directed job search/career exploration activities.

2.4.5.4 Refer clients (via HSD Dynamics) to ARIZONA@Work - Maricopa for occupational skills training and other workforce services.

2.4.5.5 Employment outcomes shall be documented in the HSD Dynamic case notes.

2.5 Facility Requirements:

2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:

2.5.1.1 AZDES LIHEAP Application Portal;

2.5.1.2 HSD Client Portal;

2.5.1.3 ADOH Mortgage Assistance Portal;

2.5.1.4 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

2.5.1.5 Online job search and submission of application/ resume; and/or

2.5.1.6 Information regarding scholarships and federal financial aid.

2.5.2 Contractor shall ensure adequate space for the following:

2.5.2.1 On-site workshops and training classes;

2.5.2.2 Local job/career fairs; and

2.5.2.3 Eligibility determination where confidential information cannot be overheard.

2.6 Reporting Requirements:

2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:

2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.

2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.

2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.

2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:

2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.

2.6.1.5 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

2.7 HSD Dynamics Access:

2.7.1 Access to HSD Dynamics will be provided by MCHSD/CSD upon request from Contractor.

2.7.2 Contractor shall provide MCHSD/CSD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.

2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:

2.7.3.1 Approving clients for services they are not eligible for;

2.7.3.2 Denying eligible clients services; and

2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.

2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.

2.7.5 MCHSD reserves the right to deny Contractor's access to program data.

2.8 Staff Requirements:

2.8.1 Contractor shall:

2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;

2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.8.1.5.1 An overview of the MCHSD/CSD Policy and Procedure Manual; and

2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;

2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.

2.8.2 Code of Conduct:

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

2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
2.8.2.1.2 Actions on behalf of the County without appropriate authorization.
2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.
2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
2.8.2.1.5 Misrepresenting or otherwise imped the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
2.8.2.1.6 Loss of impartiality when advising the County.

2.9 Community Action Program Meetings:
2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
2.9.2 Contractor shall be required to ensure that a designated staff member participates in CAP meetings, as scheduled.
2.9.3 Cooperation in Strategic Planning and Community Needs Assessment:
2.9.4 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.10 Training and Technical Assistance:
2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:
2.10.1.1 MCHSD/CSD Policy & Procedure Program Manual;
2.10.1.2 MCHSD funded financial assistance services;
2.10.1.3 Use of HSD Dynamics;
2.10.1.4 Reports and forms, as required;
2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
2.10.1.6 Trauma Informed Care
2.10.1.7 Motivational Interviewing
2.10.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
2.10.1.9 Review of program monitoring findings; and
2.10.1.10 Other training and technical assistance as needed/required.

2.11 Limited English Proficiency:
2.11.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
2.11.2 Applicable Program Rules and Regulations:
2.11.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:

2.11.2.2 COATS Human Services Reauthorization Act of 1998;
2.11.2.3 2 CFR 200–Uniform Administrative Requirements;
2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
2.11.2.5 Stewart B. McKinney Homeless Assistance Act;
2.11.2.6 ARS §46-241-State Short Term Crisis Services;
2.11.2.7 ARS §46-731–Utility Assistance;
2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;
2.11.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
2.11.2.10 ARS§§1-501-1-502, regarding eligibility for federal, state, or local public benefits.

2.11.3 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.

2.11.4 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.

2.11.5 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.6 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.

2.11.7 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.

2.12 MCHSD Grievance Procedures:

2.12.1 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 the County 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.

2.12.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CSD.

2.12.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CSD Policy & Procedure Program Manual

2.13 Pandemic Award Performance

2.13.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.13.2 The pandemic performance plan shall include:

2.13.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.13.2.2 Alternative methods to ensure services are available.

2.13.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.13.2.4 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 Award impossible or impracticable, the MCHSD shall have the following rights:

2.13.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.13.2.6 MCHSD 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 by the Arizona Procurement Code.

2.13.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

SECTION 4

BUDGET AND COMPENSATION

Maricopa County

Human Services

1.0 BUDGET

1.1 Cash Match/Leverage Requirements

1.1.1 The Contractor is required to leverage a minimum 25% cash match of the total Agreement award, to support administration and operating costs in the delivery of program services.

1.1.2 Contractor shall provide information regarding the revenue sources and amounts of cash match contributions.

1.1.3 Contractor shall also leverage local direct service funds in the coordination and delivery of utility and rental assistance services to ensure the availability of services through the term of the Agreement.

1.1.4 Contractor shall provide information regarding the sources of local funds and amounts to be leveraged.

1.2 Funding

1.2.1 Administrative Indirect costs shall not exceed 10% of the direct service cost.

1.2.2 The attached Operating Budget depicts the following:

1.2.2.1 Maricopa County Funding

1.2.2.2 Contractor Funding (Cash-Match)

1.2.3 Funding shall be provided in six (6) month timeframes to support minimum staffing levels as stated below:

1.2.3.1 Funding for the timeframe of July 1, 2022 through December 31, 2022 will support a minimum staffing level of:

1.2.3.1.1 5.5 full-time equivalent (FTE) positions to include 4.5 Client Services Specialist and 1 Quality Assurance Specialist

1.2.3.2 Funding for the timeframe of January 1, 2023 through June 30, 2023 will support a minimum staffing level of:

1.2.3.2.1 4 full-time equivalent (FTE) positions to include 3 Client Services Specialist and 1 Quality Assurance Specialist

1.2.4 Funding Sources for this Agreement are provided by the following Assistance Listing Number (ALN): government-wide collection of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. The ALN contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government. Activities and Programs to be administered under this Agreement shall be funded through the following ALN funds:

93.667 Social Services Block Grant (SSBG)
93.569 Community Services Block Grant (CSBG)
93.558 Temporary Assistance for Needy Families (TANF)
93.568 Low Income Home Energy Assistance Program (LIHEAP)
21.023 Emergency Rental Assistance Program (ERA)

1.2.4.1 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County shall pay the Contractor on a reimbursement basis for services rendered as indicated in the following subsections:

1.2.4.1.1 The provisions of the Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under the Contract and the County shall keep the Contractor fully informed as to the availability of funds.

1.2.4.1.2 If any action is taken by any State agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the County may amend, suspend, decrease, or terminate its obligations under or in connection with the Contract. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Contract. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

1.3 Cost Reimbursement

1.3.1 The County shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under the Agreement;

1.3.2 The Contractor shall submit a monthly invoice by the 10th day of the month.

1.3.2.1 Invoices shall be submitted to HSDFINANCE@MARICOPA.GOV;

1.3.2.2 Sufficient backup shall also be attached to the Claim, such as a General Ledger or detailed Expenditure Report, with the included charges circled or highlighted.

1.3.2.3 The Contractor shall submit June's invoice no later than the 15th of July of that same year;

1.3.3 Should the County discover a disallowance in the invoice, the following shall apply:

1.3.3.1 Contractor shall be notified and given the opportunity to submit a revised invoice; or

1.3.3.2 Invoice will be processed for payment without reimbursement for the disallowed costs;

1.3.3.3 If the Contractor protests the amount or the reasons for a disallowance, the Contractor shall submit a letter to MCHSD staff requesting a reevaluation of the submitted invoice.

1.3.3.4 If the Contractor is dissatisfied with the outcome of the invoice reevaluation, a protest can be submitted to the MCHSD Director. If the issue is not resolved, the Contractor may initiate a dispute in accord with the Maricopa County Procurement Code dispute procedures.

1.3.4 The County shall reimburse the Subrecipient on a net "0" payment standard.

1.4 Budget Adjustments

1.4.1 If changes do not result in an increase or reduction of the total contract budget amount and result in more than a 10% change in an budget category subtotal, changes will take place with budget change order sheets executed, approved and signed by both the MCHSD Assistant Director and Contractor agency director.

1.4.2 Changes that result in an increase or decrease in the total contract budget will require a formal amendment as listed in Section 1 (General Provisions), Paragraph 4.0 (Amendments).

1.5 Operating Budget

City of Avondale
Operating Budget

Contract Operating Period: July 1, 2022 through December 31, 2022

Service: Community Action Program (CAP) Client Services

Funding Sources

*County	$226,875
Cash Match Contribution	$164,138
Total Funding	**$391,013**

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	$171,645	$39,489	$211,134
P & O Services	$160,924	$0	160,924
Travel	$9,500	$0	$9,500
Materials & Supplies	$3,625	$0	$3,625
Operating Services	$5,830	$0	$5,830
Total Expenses			**$391,013**

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/ Financial Services.
Based on fund availability, funds utilized may include, but are not limited to: SSBG, TANF, County Funds, CSBG, LIHEAP and ERA

City of Avondale
Operating Budget

Contract Operating Period: January 1,2023 through June 30, 2023

Service: Community Action Program (CAP) Client Services

Funding Sources

*County	$165,000
Cash Match Contribution	$164,138
Total Funding	**$329,138**

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	$171,645	$39,489	$211,134
P & O Services	$106,080	$0	106,080
Travel	$8,400	$0	$8,400
Materials & Supplies	$368	$0	$368
Operating Services	$3,156	$0	$3,156
Total Expenses			**$329,138**

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/ Financial Services.
Based on fund availability, funds utilized may include, but are not limited to: SSBG, TANF, County Funds, CSBG, LIHEAP and ERA

Item Number: 3.I.

CITY COUNCIL REPORT

SUBJECT: Resolution 1050-0722 - Amendment to Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) – Transit Services

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Kirk Beaty, Public Work Director, (623) 333-4417

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. A successful public transit program provides mobility options for city residents, facilitates the transportation of workers and customers to business locations within and around the City, and helps to attract future businesses and families who are considering locating in Avondale.

This agenda item supports the following Avondale Strategic Outcome Area:

Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. The City will provide an effective public transit program to be responsive to the demands of the City of Avondale's transit customers.

PURPOSE:

City Council will consider a request to adopt Resolution 1050-0722, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2023 (Contact # 106-75-2023) relating to public transportation services and authorize the Mayor or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Transit Service Agreement

In July 2013, the City of Avondale (the City) and the Regional Public Transportation Authority (RPTA) entered into a Transit Services Agreement to provide: Fixed Regional Route and Express Route Bus Service; the Zoom Circulator Bus Service; Paratransit Service (a.k.a. Dial-a-Ride); RideChoice Transportation Services; and other considered transit-related services. This Agreement has been amended in subsequent years through 2021 to adjust for costs for service, and changes in service levels and/or routes.

Zoom Circulator

In 2010, the Maricopa Association of Governments (MAG) on behalf of the City, conducted a feasibility study and determined that the operation of a local circulator would benefit the City and the southwest valley region. The City began the Zoom neighborhood circulator service in July 2011 and saw continued success and

increased ridership from up until 2020. The impact and ongoing recovery from COVID- 19 has unfortunately led to a decrease in ridership, which has still yet to recover. The Zoom currently runs bi- directionally (clockwise and counterclockwise) around the City of Avondale, as well as into the cities of Tolleson and Goodyear, providing connectivity to fixed routes and greater access to Estrella Mountain Community College and other activity centers.

MAG completed the Avondale-Goodyear Transit Study in 2021 and one of the recommendations was to reduce service coverage on the Zoom neighborhood circulator in north Avondale where ridership in this area is at its lowest levels. Following consultation with Tolleson and Goodyear, and upon consensus of City Council, Public Works has collaborated with RPTA (a.k.a. Valley Metro) to reduce the Zoom service coverage. The Zoom route will be reduced within Avondale, and will no longer serve the cities of Tolleson or Goodyear starting at the end of October 2022. This amendment reflects those changes in service miles.

Regional Public Transportation Authority (RPTA)
The Regional Public Transportation Authority (RPTA) is legislatively mandated to implement the transit element of the Regional Transportation Plan developed by MAG, which includes bus operations, bus capital, and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program (TLCP). In addition to City Council representation at the RPTA Board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

DISCUSSION:
This amendment dated July 1, 2022 outlines the total costs for operating public transportation services and the City's share of those costs.

Express Service
The 563 Express service runs from the City's park-and-ride located in The BLVD complex to downtown Phoenix. This express route has stops in Buckeye and Avondale. The 562 Express serves the Goodyear Park-and-Ride, which Avondale residents can use. Both these routes are managed by RPTA through a private transportation provider. The total cost for the Express services is $366,800, which is an increase of 14.5% from last fiscal year. Fares, federal preventative maintenance funds, and federal operating assistance will cover a total of $193,927, leaving $172,873 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for Express Service will be $0.

Regional Routes
Routes 3 (Van Buren) and 17 (McDowell) run through the City of Avondale and are managed through the City of Phoenix by a private transportation provider. The total cost for these regional routes is $1,273,539, which is an increase of 2.6% from last fiscal year. Fares, Federal CARES Act (COVID) funds, and federal operating assistance will cover a total of $654,579, leaving $618,960 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for Regional Routes will be $0.

Zoom Neighborhood Circulator
The Zoom Neighborhood Circulator route will be reduced in October 2022 by discontinuing service in Goodyear and Tolleson, and reducing services within Avondale. Additionally, as previously discussed with Council, the fare for the Zoom will be reduced to $0 (FREE) starting November 1, 2022 as an introductory fare structure that brings the Zoom service in line with other circulators in the region that do not charge a fare. This fare change will correspond with the launch of the microtransit service and will aid to spur an increase in overall ridership as Avondale makes these public transportation service enhancements. Zoom and microtransit fares will be evaluated over the term of the agreement. The total Fiscal Year 2023 cost for the Zoom Neighborhood Circulator service is $3,226,624. Fares collected for four months (July-October) in the approximate amount of $17,874, federal preventative maintenance funds in the amount of $147,188, and federal operating assistance of $1,512,907 will cover a total of $1,677,969, thus offsetting costs to the City. The City's cost share for the Zoom Neighborhood Circulator will be $1,548,655. This is a decrease of $127,768 from Fiscal Year 2022, or approximately 7.62%. This cost decrease is a result of the reduction in service miles mentioned previously.

Regional Paratransit Service (Dial-a-Ride):
Valley Metro operates the Regional Dial-a-Ride service to ensure that ADA certified residents who cannot use fixed-route transit services can make trips in a safe, comfortable and equitable manner through a door-to- door service for eligible residents. Valley Metro estimates making 9,060 Dial-a-Ride trips during FY2023 at a total cost of $522,048. Fares in the amount of $36,239, federal operating assistance in the amount of $110,785, and regional ADA funds dedicated to Avondale in the amount of $297,000 will offset the cost to the City. The City's cost share for Regional Paratransit Service will be $78,024. Depending on the demand or lack of demand, this cost could increase or decrease. This demand will be reconciled at the end of the fiscal year.

RideChoice:
RideChoice allows ADA certified riders a non-shared ride option. However, the number of rides permitted each month is capped. Valley Metro anticipates residents making 2,243 RideChoice trips during FY23 at a total cost of $61,502. Fares and federal operating assistance in the total amount of $15,662 will offset the cost to the City. The City's cost share for RideChoice will be $45,840.

BUDGET IMPACT:
The total estimated cost to the City of Avondale for FY2023 for total transit services is $1,672,519.

The FY2023 budget for transit services is $1,462,100, so the FY2023 budget is projected to have a deficit of approximately $210,419. This deficit can be reduced by the end of year reconciliation process from Valley Metro which provides service reimbursements for missed miles on the Zoom service. Final invoice and payment may be adjusted based on the extent of resident usage of both the regional paratransit and RideChoice program. If the budget shortfall is not met by the reconciliations, a future Council approval to increase the Transit budget will be brought forward.

RECOMMENDATION:
Staff recommends adoption of a Resolution, approving an Amendment to the Intergovernmental Agreement with RPTA for FY 2023 relating to public transportation services and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: *Harold Siguenza*

RESOLUTION NO. 1050-0722

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2023 (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1050-0722

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT

BETWEEN

THE CITY OF AVONDALE

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 106-75-2023

This Amendment dated July 1, 2022, amends the following items of the Transit Services Agreement Contract #106-75-2022 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1 2016, as amended by that certain Amendment dated July 1, 2017, as amended by that certain Amendment July 1, 2018, as amended by that certain Amendment March 19, 2019, as amended by that certain Amendment July 1, 2019, as amended by that certain Amendment August 28, 2019, as amended by that certain Amendment dated July 1, 2020, and as amended by that certain Amendment date July 1, 2021, (collectively, the "Agreement").

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2021.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2021.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2021.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2021.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2021.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2021.

All other terms of the Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael Wawro, Interim General Counsel

CITY OF AVONDALE

By: _____

Kenneth Weise, Mayor

By: _____

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

By: _____

Nicholle Harris, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$789, 374** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY23 Fixed Route Bus Estimate							
RPTA Operated in the City of Avondale							
PTF Funded							
Funding	**PTF**						
Hastus	**Avon**						
Level	**Route**	**Annual Miles**	**Gross Cost**	**Fares**	**PM**	**Oper Assist**	**Net Cost**
W	562	9,433	$99,823	($3,272)	($4,144)	($46,203)	$46,203
W	563	25,228	266,977	(7,471)	(11,084)	(124,211)	124,211
Grand Total		**34,661**	**$366,800**	**($10,743)**	**($15,228)**	**($170,414)**	**$170,414**
FY23 Fixed Route Bus Estimate							
Phoenix Operated in the City of Avondale							
PTF Funded							
Funding	**PTF**						
Level	**Route**	**Annual Miles**	**Gross Cost**	**Fares***	**CARES Credit***	**Operating Assistanc**	**Net Cost**
W	3*	77,232	$646,442	($18,147)	($1,590)	($313,353)	$313,353
S	3*	7,875	65,912	(1,428)	(162)	(32,161)	$32,161
W	17*	61,220	512,421	(11,529)	(1,260)	(249,816)	$249,816
S	17*	5,826	48,764	(1,382)	(120)	(23,631)	$23,631
Grand Total		**152,152**	**$1,273,539**	**($32,485)**	**($3,133)**	**($618,961)**	**$618,960**
* Service operated by Phoenix; mileage, costs, fares, federal revenues are all Phoenix data/funds							

SCHEDULE "B" – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2022 to June 30, 2023 the City of Avondale will pay the Regional Public Transportation Authority **$1,529,642.00** for local share of bus service on the Zoom Route in Avondale. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY23 Fixed Route Bus Estimate							
RPTA Operated in the City of Avondale							
Avondale Funded							
Funding	**Avon**						
Hastus	**Avon**						
Level	**Route**	**Annual Miles**	**Gross Cost**	**Fares**	**PM**	**Oper Assist**	**Net Cost**
W	ZOOM	183,148	$1,922,751	($25,808)	($80,463)	($908,240)	$908,240
F	ZOOM	48,028	500,629	-	(21,100)	(239,765)	239,765
S	ZOOM	36,540	379,683	(3,297)	(16,053)	(180,166)	180,166
H	ZOOM	40,777	423,561	(2,704)	(17,914)	(201,471)	201,471
Grand Total		**308,493**	**$3,226,624**	**($31,810)**	**($135,530)**	**($1,529,642)**	**$1,529,642**

SCHEDULE "C" – ADA MANDATED PARATRANSIT SERVICE

Section 1: Sources of Project Operating Budget

For the period from July 1, 2022 through June 30, 2023, the Member will pay RPTA a total of **$78,024.00** for the provision of ADA mandated paratransit services. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY23 Paratransit Service
Funded by City of Avondale

	Paratransit
Trips	
Paratransit Trips	9,060
Total	9,060
Cost:	
Contractor Transportation Cost	$491,573
RPTA Salaries, Fringes & OHD	$18,580
Contingency	$11,895
Total Gross Program Cost	$522,048
Total Fare Revenue	($36,239)
Federal Operating Assistance	($110,785)
Total Net Program Cost Before PTF	$375,024
PTF Balance Available	$297,000
PTF Applied	$297,000
Member City Contributions:	
Paratransit Service	$78,024
Total Member City Contribution	**$78,024**

SCHEDULE "D" – RIDE CHOICE

The City of Avondale agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2022-23. The City of Avondale shall fund this project in the amount of **$45,840.00** for the period July 1, 2022 to June 30, 2023. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY23 RideChoice Service
Funded by City of Avondale

	RideChoice
Trips:	
Ride Choice Trips	2,243
Total Trips	2,243
Cost:	
Contractor Transportation Cost	$54,694
RPTA Salaries, Fringes & OHD	$6,808
Total Gross Program Cost	$61,502
Federal New Freedom Funding	($7,779)
Total Fare Revenue	($7,883)
Total Net Program Cost before PTF	$45,840
PTF Balance Available	$0
PTF Applied	$0
Member City Contributions:	
Ride Choice Service	$45,840
Total Member City Contribution	**$45,840**

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ACT)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2022 to June 30, 2023 the maximum amount of Public Transportation Funds (PTF) available for the City of Avondale is **$297,000.00.** The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City's chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$297,000.00**

Item Number: 3.m.

CITY COUNCIL REPORT

SUBJECT: Resolution 1051-0722 - Amendment to Intergovernmental Agreement with the Regional Public Transportation Authority RPTA – Park and Ride

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Kirk Beaty, Public Work Director, (623) 333-4417

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:
Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. Public transit park and ride amenities provide mobility options for city residents seeking to connect home and work locations. A successful public transit program within Avondale will help to attract future businesses and families which are considering locating in Avondale.

This agenda item supports the following Avondale Strategic Outcome Area:
Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. The City will provide an effective public transit program to be responsive to the demands of the City of Avondale's transit customers.

PURPOSE:

City Council will consider a request to adopt Resolution 1051-0722, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2023 (Contract # 106-75-2023-01-TC) relating to the design and construction of the Avondale Transit Center and Park and Ride, and authorize the Mayor or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Valley Metro operates express bus service (Rte. 563) out of a temporary park-and-ride location in the vicinity of 114th Ave. and Roosevelt St in The BLVD area. This service provides express bus transportation for residents traveling to downtown Phoenix. Express bus service is provided on weekdays with four morning express trips and four afternoon trips. Residents have been using this temporary location for the past decade. Amenities at the temporary site include covered parking, bicycle parking, and covered waiting areas. Approximately 40 cars park at this site on an average day.

The current construction of the 400-space parking garage on the southeast corner of 114th Ave. and Roosevelt St. and directly south of the temporary park and ride location provides an opportunity for transit users to have a permanent park and ride facility. However, a transit center (a bus stop hub) is needed for residents to connect to express bus service and the soon to be reconfigured Zoom neighborhood circulator buses later this year, along with a transfer location for the upcoming microtransit service.

In the Fall of 2021, city staff was successful in acquiring federal transit funds through a competitive grant process to design and construct a small transit center on the east side of the new parking garage. City staff overseeing the parking garage and transit operations have coordinated to ensure the transit center can be accommodated in the vicinity of the parking garage.

In July 2013, the City of Avondale (the City) and the Regional Public Transportation Authority (RPTA) entered into a Transit Services Agreement to provide a number of transit related services. This Agreement has been amended in subsequent years through 2021 to adjust for costs for service and changes in service levels and/or routes, and will be amended again to accommodate this transit center and park and ride project.

DISCUSSION:

The City is partnering with RPTA (Valley Metro) to design and construct a new transit center adjacent to the new parking structure. The federal grant in the amount of $600,000 awarded to the City will be assigned to RPTA, which will be responsible for the design and construction of this project. The City must provide a local match of $150,000 that brings the total amount of funding for this project to $750,000. This amendment presented for Council's consideration defines the funding mechanism and project responsibilities for RPTA and the City through the design, management, and construction of the project. The transit center is expected to be completed in early to mid-2023.

This project will utilize RPTA's federally procured Job Order Contractors (JOC) for design and construction of the project with city staff coordination with RPTA for approval of a final site location. Other city responsibilities include assigning a city staff point of contact (transit manager) to help coordinate project issues related to scope, budget, schedule, design amenities, and construction of the project. Additional city stakeholders will be included as the need arises during project development and construction. When the project is completed, the City will be responsible for all operation and maintenance of the Transit Center and Park and Ride.

BUDGET IMPACT:

The total estimated cost of the project is $750,000. The City was awarded a federal grant in the amount of $600,000, and a match of $150,000 that the City is responsible for is currently programmed in the FY2023 budget.

RECOMMENDATION:

Staff recommends adoption of Resolution 1051-0722, approving an Amendment to the Intergovernmental Agreement with RPTA for FY 2023 relating to design and construction of the Avondale Transit Center - Park and Ride, and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: *Harold Siguenza*

RESOLUTION NO. 1051-0722

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO THE TRANSIT CENTER PARK AND RIDE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to the Transit Center Park and Ride, Contract No. 106-75-2023-01-TC (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1051-0722

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT

BETWEEN

THE CITY OF AVONDALE

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 106-75-2023-01-TC

This Amendment dated this ____ day of _____, 2022, amends the following items of the Transit Services Agreement Contract #106-75-2014 entered into between the City of Avondale, a legal entity duly organized and existing under the laws of the State of Arizona ("Member") and the Regional Public Transportation Authority, a political subdivision of the state of Arizona ("RPTA"), dated the 1st day of July 2013, as amended by certain Amendments dated July 1, 2014, July 1, 2015, July 1 2016, July 1, 2017, July 1, 2018, July 1, 2019, July 1, 2020, and July 1, 2021 (collectively the "Agreement").

The following Sections of the Agreement are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

Transit Center (Schedule G): RPTA will provide design and construction services related to a Transit Center ("Project) which will be built adjacent to a Member Park-and-Ride which is currently under construction. The scope of Schedule G may be adjusted to fit within the Project budget constraints with approval and agreement of both RPTA and the Member. A federal grant in the amount of $600,000.00 is assigned to RPTA for the design and construction of the Project.

SECTION 3. RPTA'S OBLIGATIONS:

3.1 With respect to the services provided hereunder, RPTA, shall:

s. Utilize its General Consulting Support Services contract 16020-CSS to requisition professional services to develop design plans for the Project. RPTA shall utilize one of its Miscellaneous Construction Services Job

Order Contractors (JOC) to requisition construction services to construct the design plans for the Project. Those contracts are 20017 (Banicki) and 20016 (Builders Guild). It is understood that both of these RPTA contracts were procured to meet federal funding requirements. Finally, RPTA shall provide design and construction management oversight for the design, construction, and installation of the Project.

t. RPTA shall request reimbursement from Member for up to $150,000 in local matching funds for eligible project expenses for the Project on a monthly basis once the Project commences.

u. Act as Lead Agency and fulfill Lead Agency responsibilities. Lead Agency responsibilities include contract oversight for design and construction, communications, due diligence and compliance with all applicable federal, state and local regulations.

v. RPTA shall provide a project manager and main point of contact for the Project. The RPTA project manager will manage the design and construction contracts for the Project, maintain the Project schedule, and be responsible for managing the budget of the Project. The RPTA project manager will work closely with the Member Representative during scoping, design, and construction of the Project. Project decisions related to scope, budget, design, and construction, will be coordinated with input from the Member Representative.

w. RPTA shall apply a one-year workmanship warranty from the date of project completion and acceptance by the Member to the JOC construction contract for the project and provide this warranty for the work included the project scope. Additionally, any product specific warranties will be honored and transferred to the Member.

SECTION 4. CITY'S OBLIGATIONS:

4.1 With respect to the services provided hereunder, Member, shall:

m. Approve final site location for the Project.

n. Assign a Member Representative to be the RPTA point of contact for the Project. The Member Representative will coordinate with the RPTA project manager on all project issues including scope, budget, schedule, design, and construction of the Project. The Member Representative will act as a liaison for RPTA's design and construction teams for design reviews, permitting, and construction approvals for the Project.

o. Either through its own funds or through other funding sources be responsible for the $150,000.00 in local matching funds.

p. Be responsible for all operation and maintenance of the Project upon Project completion.

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "G" Avondale Transit Center

All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael Wawro, Interim General Counsel

CITY OF AVONDALE

By: _____

Kenneth Weise, Mayor

By: _____

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

By: _____

Nicholle Harris, City Attorney

SCHEDULE "G"

SCOPE OF AVONDALE TRANSIT CENTER

The City of Avondale is partnering with RPTA to design and construct a new transit center ("Project") adjacent to a City-funded parking structure (currently under construction). This parking structure, located directly south of the existing Avondale Park-and-Ride facility, will assume the role of park-and-ride once completed.

The existing Avondale Park-and-Ride was opened in 2013 as a temporary facility using only local funding. This parking structure will fulfill the City's goal of opening a permanent park-and-ride facility with an adjacent, dedicated transit center ("Project").

The new transit center ("Project"), planned to be located directly east of the parking structure along N Park Ave, will provide a seamless connection for riders to access transit after parking in the new structure. Avondale envisions the transit center to provide seating, shade, and a design with clean lines that provides clear access to transit in the footprint of the available site.

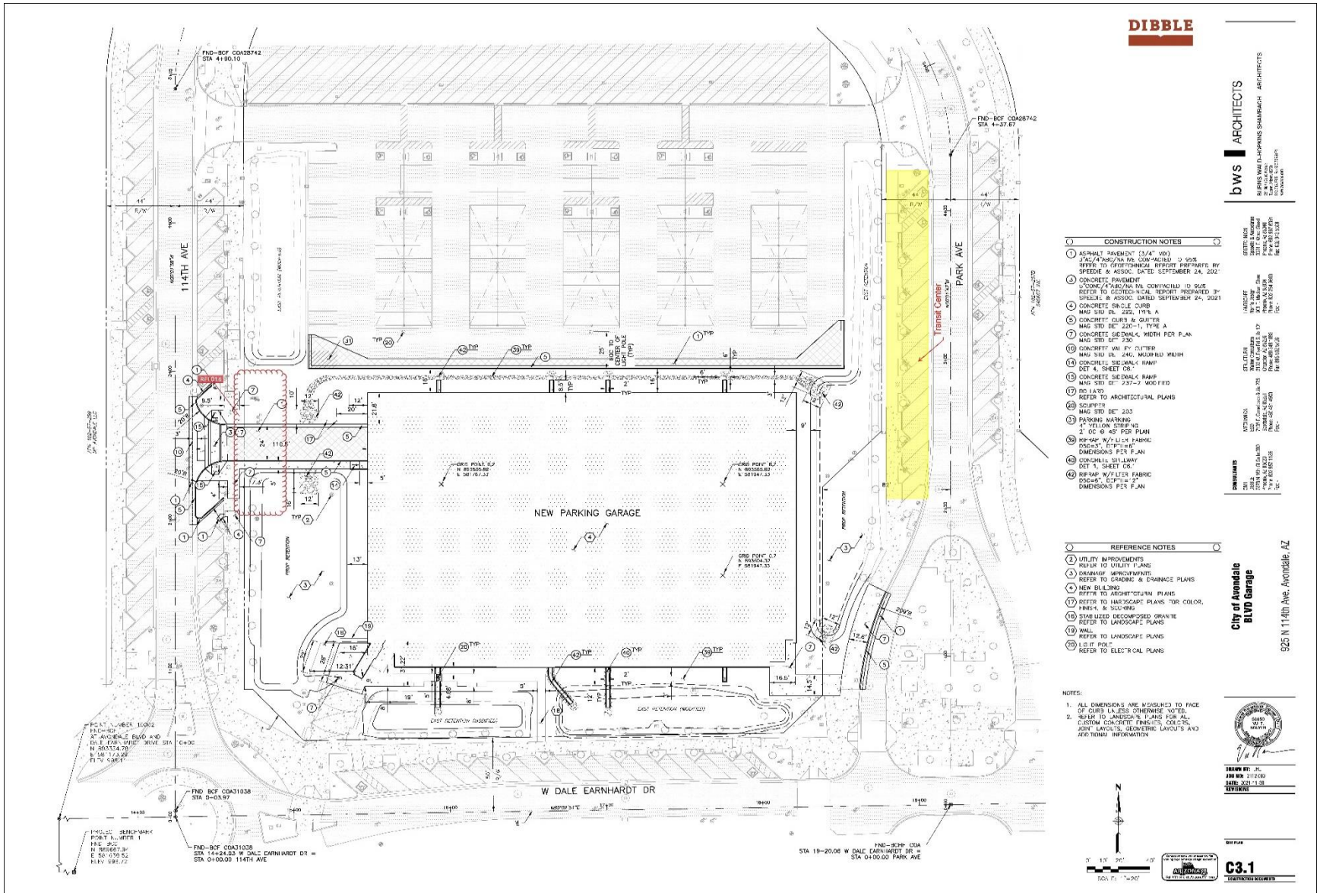
Project details:

- *Location:* Northwest corner of N Park Ave and W Dale Earnhardt Dr, adjacent to the under-construction locally-funded parking structure (directly east of the structure along N Park Ave)
- *Existing conditions:* 14 uncovered parking spaces, sidewalk, mature trees on both sides of the sidewalk
- *Transit center amenities:* Seating (benches), shade (through new canopies and the preservation of existing mature trees on the site), trash receptacle, lighting (solar) bus bay, transit-only signage
- *Funding:* $750,000 to be funded through a small UZA grant administered by MAG ($600,000 federal funding) with a 20% local match ($150,000 from Avondale)
- *RPTA's involvement:* Administer design through Valley Metro's General Consulting Support Services contact and construction through Valley Metro's Job Order Contract (JOC) contract, in close coordination with City of Avondale staff
- *Routes to be served by new Transit Center:* ZOOM, 563

SCHEDULE "G" Continued

EXHIBIT 1 - AVONDALE TRANSIT CENTER SITE

EXHIBIT 1 - AVONDALE TRANSIT CENTER SITE



Item Number: 3.n.

CITY COUNCIL REPORT

SUBJECT: Resolution 1052-0722 - Fourth Amendment Intergovernmental Agreement with Maricopa County Human Services Department for Shelter and Homeless Support Services

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Christopher Lopez (623) 333-2711

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Public Health and Safety - By providing critical shelter and case management services for individuals and families experiencing homelessness.

PURPOSE:

City Council will consider a request to adopt Resolution 1052-0722 and approve the Fourth Amendment to an intergovernmental agreement with the Maricopa County Human Services Department for a grant in the amount of $107,500 for the provision of emergency shelter services, outreach, and case management to individuals and families experiencing homelessness in Avondale, and authorize the Mayor, Acting City Manager and City Clerk to execute the necessary documents and amendments. The Council will take the appropriate action.

BACKGROUND:

On June 17, 2019, Council approved a Resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department to provide funding to address the issue of homelessness in our community.

On July 1, 2019, Council approved a Resolution authorizing a First Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to modify the program budget and enhance the delivery of eviction prevention services and the continued provision of services to include temporary emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale.

On July 27, 2020, the City Council approved a Resolution authorizing a Second Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2020 and June 30, 2021.

On June 21, 2021, the City Council approved a Resolution authorizing a Third Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2021 and June 30, 2022.

DISCUSSION:

Council is asked to approve a Fourth Amendment to this agreement that provides important funding for the city's work to serve those experiencing homelessness and expands services specifically for families experiencing homelessness. The funding provided by the Maricopa County Human Services Department will allow the City of Avondale - Neighborhood and Family Services Department to continue offering the following elements of homeless services:

Case Worker - Maricopa County will continue to provide funds in the amount of $25,000 to support a full-time case worker for the Interfaith Homeless Emergency Lodging Program (IHELP) operated in the City of Avondale by Lutheran Social Services.

Homeless Navigation Services - Maricopa County will continue providing funds in the amount of $20,000 for Phoenix Rescue Mission (PRM) to provide a dedicated Outreach Team and operate 32 hours a month in Avondale.

In addition, the funding will allow the City of Avondale - Neighborhood and Family Services Department to expand services by offering the following element:

Family Housing Support Navigator Services - Maricopa County will provide $62,500 in funds for full-time Family Housing Support Navigator services. The Navigator will coordinate services and resources for families (households with at least one minor dependent) experiencing homelessness in Avondale by providing case management for families living in Avondale's Bridge Housing Program, and navigation and housing case management for an additional 55 families per year. These funds will ensure a full-time family homelessness specialist for families in Avondale. The City of Avondale will procure services from a community partner in accordance with City procurement policies.

The County shall provide funding to the City of Avondale for service delivery. The funding for services shall be on a reimbursement basis to the City. Per the term of the IGA, the Agreement is renewable for three (3) one year terms through June 2023. The City would like to exercise the option to renew and continue the agreement to provide emergency shelter services, outreach, and case management from July 1, 2022 through June 30, 2023.

BUDGET IMPACT:

The total funding provided by Maricopa County for FY23 is $107,500 to provide emergency shelter services, outreach, and case management to people and families experiencing homelessness in Avondale. No match is required. Funding for this activity is recorded in fund/division 203-7512 in the various salaries/wages line items and professional services.

RECOMMENDATION:

Staff recommends that the City Council approve the Fourth Amendment to the Intergovernmental Agreement with Maricopa County Human Services Department in the amount of $107,500 to provide services to include temporary emergency shelter services, outreach, and case management to people and families experiencing homelessness in Avondale.

Contact person for document distribution: *Brian Planty, Homeless Services Manager*

RESOLUTION NO. 1052-0722

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE FUNDING FOR SERVICES, OUTREACH AND CASE MANAGEMENT FOR PEOPLE EXPERIENCING HOMELESSNESS IN AVONDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. Amendment No. 4 to the FY 2019-2020 Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County (the "County"), administered by its Human Services Department, changing the amount of funding from the County to provide temporary emergency shelter services, outreach and case management for people experiencing homelessness in Avondale for fiscal year 2022-2023, (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1052-0722

[Amendment]

See following pages.

AMENDMENT NO. 4
TO THE
AGREEMENT
BETWEEN MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

I. Maricopa County ("County") administered by its Human Services Department and the City of Avondale (Contractor) fully executed a financial Intergovernmental Agreement ("Agreement") on or about July 25, 2019. The County provided the Contractor with $100,000 in Community Service Block Grant (CSBG) funds for the provision of temporary emergency shelter services, outreach and case management to people experiencing homelessness in the Contractor's area. The Agreement contained a Start Date of July 1, 2019, and a Termination Date of June 30, 2020. The Agreement also provided the term may be extended for three additional one-year terms upon written agreement of the County and the Contractor. The County and the Contractor are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about May 28, 2020, which among other things, decreased fiscal year 2020 funding by $28,000 from $100,000 to $72,000.

The Parties fully executed Amendment No. 2 on or about August 13, 2020. Among other things, it extended the Agreement termination date from July 1, 2020, through June 20, 2021 ("Renewal Period No. 1"), and provided the Contractor with a not-to-exceed amount of $100,000 in CSBG fiscal year 2021 funding for the period of July 1, 2020, through June 20, 2021.

The Parties fully executed Amendment No. 3 on or about June 30, 2021. Among other things, it extended the Agreement term from June 30, 2021 through June 30, 2022 ("Renewal Period No. 2"), and provided the Contractor with a not-to-exceed amount of 107,500 in CSBG fiscal year 2022 funding for the period of June 30, 2021 through June 30, 2022.

II. The Parties agree to enter into this Amendment No. 4 to amend the Agreement as follows:

A. In accordance with Section I (General Provisions), Paragraph 2.0 (Term/Effective Date/Renewal Life of The Agreement) and 3.0 (Amendments), extend the Agreement term from July 1, 2022 through June 30, 2023 ("Renewal Period No. 3").

B. Add that the County shall provide the Contractor with a not to exceed amount of $107,500 in Community Services Block Grant (CSBG) fiscal year 2023 funding for the services identified in Section III (Work Statement) of the Agreement.

C. Revise Section I (General Provisions) to address the following paragraph:

1. Paragraph 47.0 (Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights) delete Subparagraph 47.3 and replace with the following:

47.3 The Contractor shall insert the substance of this clause, including this Paragraph 47.0, in all subcontracts over the simplified acquisition threshold ($250,000 as of June 2021).

D. Revise Section II (Special Provisions) to address the following paragraphs:

1. Paragraph 7.0 (DUNS Number and System for Award Management Registration), delete in its entirety and replace with the following:

7.0 System for Award Management (SAM)

The Contractor must obtain a Unique Entity Identifier (UEI) number. The Contractor must also register and remain current with the System for Award Management (SAM) http://www.sam.gov/SAM/ a database of basic business information for subrecipients and contractors that received federal funds.

7.1 To obtain a UEI number use this link through http://fedgov.dnb.com/webform. The Contractor shall provide their UEI Number to the County.

7.2 For additional information on System for Award Management (SAM) and, UEI use this link: https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf.

2. Add the following paragraph:

22.0 Default and Remedies for Noncompliance

22.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

22.2 This Agreement may be immediately terminated by the County if the Contractor defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Contractor's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Contractor if the Contractor is unable or fails to provide required services within the specified time frame in the work statement.

22.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

22.3.1 Non-performance of any obligations required by this Agreement.

22.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including Department of Treasury guidelines, policies, or directives.

22.3.3 Unauthorized expenditure of funds.

22.3.4 Improper disposition of program income.

22.3.5 Noncompliance with applicable financial record

requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200, et seq.

22.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.

22.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Contractor shall, without intent to limit or with restrictions, be subject to the following:

22.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.

22.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.

22.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Contractor at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.

22.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

22.5 The Contractor shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

E. Revise Section III (Work Statement) by removing Paragraph 1.0 (Scope of Work) in its entirety and replacing with the following:

1.0 SCOPE OF WORK:

1.1 <u>IHELP Case Worker ($25,000)</u> – Maricopa County will provide $25,000 in funds for support of a full-time case worker for the IHELP program. These funds will increase the case management available to clients that are being served in the IHELP program that is operated by Lutheran Social Services in the City of Avondale.

These services should increase the positive exits from IHELP and decrease the length of stay in shelter, resulting in an increase the number of people served through the IHELP program.

1.1.1 Program Components:

1.1.1.1 Establish and maintain eligible homeless certification within 72 hours of entry.

1.1.1.2 Provide written policies and procedures for Case Management program including eligibility criteria, enrollment, and assignment protocols.

1.1.1.3 Documents for housing readiness and coordination are collected and maintained for all clients enrolled in Case Management service.

1.1.1.4 Contractor shall enter client information into Homeless Management Information Systems ("HMIS") or other CoC approved comparable database in accordance with CoC timeliness standard.

1.1.1.5 Case managements services will be available to IHELP clients a minimum of 5 nights a week in the first 3 months of operating year 2019-2020.

1.1.1.6 Case management will serve 100% of people in the IHELP program, which is estimated to be 75 individuals in program year 2019-2020.

1.1.1.7 Program Reports- Contractor's monthly payment request for reimbursement is due on the 15th day following the end of the month being reported (ie. February 15th for January report) and will include:

1.1.1.7.1 Contract Payment Request

1.1.1.7.2 HMIS 0323 Demographic Report

1.1.1.7.3 HMIS 0550 Exit Destination Report

1.1.1.7.4 CSBG Report (As determined by Maricopa County)

1.1.1.7.5 Contractor will provide any other report as requested by the City or County including aggregate or client level data, through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. MCHSD and the City of Avondale reserve the right to add, remove, or revise reporting requirements at their discretion.

1.1.1.7.6 Contractor will provide read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. Contractor is responsible for notifying HMIS Lead Agency and granting access to Funder(s) within 3 business days of monitoring notice.

1.2 Family Housing Support Navigator ($62,500) - Maricopa County will provide $62,500 in funds for a full time Family Housing Support Navigator. The Navigator will coordinate services and resources for families (households with at least one minor dependent) experiencing homelessness in Avondale and the surrounding areas. The Navigator will provide case management for families living in Avondale's Bridge Housing Program (up to 4 families per year), and navigation and housing case management for an additional 55 families per year. These funds will ensure a full-time family homelessness specialist for families in Avondale. The City of Avondale will procure services from a community partner in accordance with City procurement policies.

1.2.1 Program Reports: Contractor's monthly payment request for reimbursement is due on the 15th day following the end of the month being reported (i. e. February 15th for January report) and will include:

1.2.1.1 Contract Payment Request

1.2.1.2 HMIS 0323 Demographic Report

1.2.1.3 HMIS 0550 Exit Destination Report

1.2.1.4 CSBG Report (As determined by Maricopa County)

1.2.1.5 Contractor will provide any other report as requested by the County and City including aggregate or client level data, through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. MCHSD and the City of Avondale reserve the right to add, remove, or revise reporting requirements at their discretion.

1.2.1.6 Contractor will provide read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. Contractor is responsible for notifying HMIS Lead Agency and granting access to Funder (s) within 3 business days of monitoring notice.

1.3 Homeless Navigation Services ($20,000)- Maricopa County will provide $20,000 in funds to provide additional navigation services that are currently operated by Phoenix Rescue Mission (PRM). These funds will provide a dedicated Outreach Team for the city. PRM will support the Avondale Street Outreach, Navigation, and Resource (SONAR) Team through transportation of clients, entering VISPDAT scores into HMIS, connection to PRM resources, etc. PRM will work with a minimum of 100 clients and it is anticipated that 50% will accept services.

1.3.1 Program Reports- Contractor's monthly payment request for reimbursement is due on the 15th day following the end of the month being reported (ie. February 15th for January report) and will include:

1.3.1.1 Contract Payment Request

1.3.1.2 HMIS 0323 Demographic Report

1.3.1.3 HMIS 0550 Exit Destination Report

1.3.1.4 CSBG Report (As determined by Maricopa County)

1.3.1.5 Contractor will provide any other report as requested by the County and City including aggregate or client level data, through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. MCHSD and the City of Avondale reserve the right to add, remove, or revise reporting requirements at their discretion.

1.3.1.6 Contractor will provide read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. Contractor is responsible for notifying HMIS Lead Agency and granting access to Funder (s) within 3 business days of monitoring notice.

F. Revise Section IV (Compensation) in the following areas:

1. Paragraph 4.0 (Funding), by deleting Subparagraph 4.3 and Subparagraph 4.5 replacing with the following:

4.3 Activities and programs to be administered under this Agreement is provided by an Intergovernmental Agreement with Arizona Department of Economic Security (DI20-002264/C-22-20-039-3) through the following Assistance Listing Number (ALN) funds:

4.3.1 93-569 Community Services Block Grant (CSBG).

4.5 Subject to the availability and authorization of funds, the anticipated funding for this Agreement for fiscal year 2023 is $107,500.

G. Revise Section V (Attachments) to add for fiscal year 2023 the attached Attachment 1 titled Operating Budget for Fiscal Year 2023.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 4. All other terms and conditions of the Agreement and previously approved Amendments shall remain unchanged and in full force and effect as executed by the Parties.

IV. The Parties have authorized the undersigned to execute this Amendment No. 4, and it shall be effective upon approval and signature by both Parties.

(Signatures are contained on the following page)

IN WITNESS, the Parties have approved and signed this Amendment No. 4:

FOR CITY OF AVONDALE:

_____

Kenn Weise Date
Mayor

Attested To:

_____

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____

City Attorney Date

FOR MARICOPA COUNTY:

_____

Bill Gates Date
Chairman, Board of Supervisors

Attested To:

_____

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:

_____

Deputy County Attorney Date

Attachment 1
Operating Budget for Fiscal Year 2023

ITEM	COST
IHELP Case Worker	$25,000.00
Family Navigator/ Bridge Housing Case Manager	$62,500.00
Homeless Navigation Services - Phoenix Rescue Mission	$20,000.00
Total	**$107,500.00**

Item Number: 3.o.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2043-0722 - Amendment to City Code Chapter 23 Traffic, Section 23-56

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas: *Public Health and Safety*: Avondale is a City where all people feel safe and secure, relying on trusted public and community-based resources. The approval of this agenda item will promote the public health and safety of the citizens of Avondale by adding enforcement mechanisms to prevent unauthorized parking of vehicles within the City.

PURPOSE:

City Council will consider a request to adopt Ordinance 2043-0722, amending City Code Chapter 23, Traffic, Section 23-56 (Definitions; Prima Facie Evidence; Separate Offense) and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale City Code, Chapter 23, Section 23-56 establishes that (i) proof that a vehicle described in a parking citation was parked in violation of city code, together with (ii) proof that the person named in the citation was the registered owner at the time of the violation is enough evidence to conclude that the registered owner was the person who parked the vehicle in violation of city code. However, this language creates a gap in enforcement of parking violations when the registered owner maintains they are not the person who parked the vehicle in violation of the city code.

DISCUSSION:

The adoption of the proposed ordinance will provide for enforcement against either (i) the person who parked a vehicle in violation of city code or (ii) the registered owner at the time the vehicle was found to be in violation. This amendment eliminates the gap in enforcement by establishing liability for registered owners who allow others to park the registered owner's vehicle in violation of a city code.

BUDGET IMPACT:

There is no operating budget impact resulting from the proposed changes as the Avondale Police Department already enforces parking violations. There may be an increase in court fines collected, but this increase is expected to be minimal.

RECOMMENDATION:

Staff recommends that the Council adopt an Ordinance, amending City Code Chapter 23, Traffic, Section 23-56 (Definitions; Prima Facie Evidence; Separate Offense) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Nicholle Harris*

ORDINANCE NO. 2043-0722

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 23 (TRAFFIC), ARTICLE III (STOPPING, STANDING OR PARKING), SECTION 23-56 (DEFINITIONS; PRIMA FACIE EVIDENCE; SEPARATE OFFENSE).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Avondale City Code, Chapter 23 (Traffic), Article III (Stopping, Standing or Parking) Section 23-56 (Definitions; Prima Facie Evidence; Separate Offense) is hereby amended to read as follows:

. . . . .

(b) With respect to any alleged violation of any section of this chapter regulating or restricting the parking of motor vehicles upon or within any public street or private property where the public generally has a right to access within the city, ~~proof that a~~ BOTH THE REGISTERED OWNER OF THE particular motor vehicle AT THE TIME described in the complaint or citation THAT was parked in violation of this chapter ~~taken together with proof that the defendant named in the complaint or citation was at the time of such parking alleged to be a violation the registered owner of such motor vehicle, shall give rise to and constitute a prima facie presumption that the registered owner of such motor vehicle~~ OR ~~was~~ the person who parked such motor vehicle at the place where and for the period during which such alleged violation occurred MAY BE CITED AND FOUND RESPONSIBLE FOR SUCH VIOLATIONS.

. . . . .

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

Item Number: 3.p.

CITY COUNCIL REPORT

SUBJECT: ORDINANCE 2045-0722 - AMENDMENT TO CITY CODE - CITY AUDITOR

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

THROUGH: Cherlene Penilla, Acting City Manager

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery Area - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to: (a) adopt Ordinance 2045-0722, approving changes to the city code related to the creation of the Office of the City Auditor and the position of City Auditor; (b) and authorize staff to transfer budget from the City Administration Department budget and contingency as necessary to establish the budget for the office; and (c) authorize the Mayor, Acting City Manager, City Attorney and City Clerk to take the necessary steps and execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Per the City Council request, on June 6, 2022, the City's Senior Internal Auditor, Barbara Coppage, presented information on the roles and responsibilities of an independent city auditor and an audit committee. The Council was presented with information on the generally accepted auditing standards and research from various local cities that have established audit programs. The Council directed staff to take the necessary steps to bring forth city code changes to establish the office of the city auditor and the position of city auditor.

DISCUSSION:

The proposed changes to the city code will create the Office of the City Auditor and the position of City Auditor. The proposed changes will ensure that the duties and responsibilities of the City Auditor are identified and listed. The City Auditor will be appointed by and will serve at the pleasure of the City Council. The responsibilities of the City Auditor include, but are not limited to, developing and implementing an audit plan for the City, maintaining and presenting a summary of audit recommendations; conducting financial and performance audits of city departments, offices, commission and board, practices, policies or procedures.

BUDGET IMPACT:

The budget to establish the Office of City Auditor currently exists in the City Administration Department and will be transferred to establish the budget for the new office. Additional budget may need to be transferred from contingency pending a class and compensation study for equivalent positions in other jurisdictions.

RECOMMENDATION:

Staff recommends City Council (a) adopt Ordinance 2045-0722, approving changes to the city code related to the creation of the Office of the City Auditor and the position of City Auditor; (b) and authorize staff to transfer budget from the City Administration Department budget and contingency as necessary to establish the budget for the office; and (c) authorize the Mayor, Acting City Manager, City Attorney and City Clerk to take the necessary steps and execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: *Nicholle Harris, Barbara Coppage*

ORDINANCE NO. 2045-0722

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE I (IN GENERAL) RELATING TO THE OFFICE OF CITY AUDITOR.

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article I (In General), Section 2-3—2-12 (Reserved.) is hereby amended to read as follows:

2-3—2-11 - Reserved.

2-12 -OFFICE OF THE CITY AUDITOR; CITY AUDITOR.

(A) PURPOSE. THE PURPOSE OF THE OFFICE OF THE CITY AUDITOR IS TO PROVIDE INDEPENDENT AND OBJECTIVE ASSURANCES AND NON-AUDITING SERVICES ON CITY PROGRAMS AND ACTIVITIES TO CITY MANAGEMENT AND COUNCIL. SERVICES PROVIDED ARE DESIGNED TO ADD VALUE, IMPROVE THE ORGANIZATIONAL OPERATIONS, IDENTIFY OPPORTUNITIES TO MINIMIZE ORGANIZATIONAL RISKS, MAXIMIZE EFFICIENCY AND EFFECTIVENESS, AND STRENGTHEN PUBLIC CONFIDENCE AND ACCOUNTABILITY.

(B) ESTABLISHMENT. PURSUANT TO ARTICLE IV, SECTION I, SUBSECTION (A) OF THE AVONDALE CITY CHARTER, THERE IS HEREBY ESTABLISHED THE OFFICE OF THE CITY AUDITOR AS A SEPARATE DEPARTMENT OF THE CITY. THE OFFICE OF THE CITY AUDITOR SHALL CONSIST OF THE CITY AUDITOR AND AS MANY STAFF MEMBERS AS MAY BE DEEMED NECESSARY BY THE CITY AUDITOR AND AS MAY BE APPROVED BY THE COUNCIL THROUGH THE BUDGET PROCESS. THE OFFICE SHALL BE CHARGED WITH CONDUCTING FINANCIAL, PERFORMANCE, CONTRACT COMPLIANCE AND INTERNAL CONTROL AUDITS OF ALL CITY OF AVONDALE DEPARTMENTS, PROGRAMS, SERVICES, ACTIVITIES, BOARDS, AND COMMISSIONS AND REPORTING AUDIT FINDINGS AND RECOMMENDATIONS TO THE DIRECTORS OF THE AFFECTED DEPARTMENTS, THE CITY MANAGER, AUDIT COMMITTEE AND CITY COUNCIL. THE CITY AUDITOR SHALL BE APPOINTED BY THE CITY COUNCIL AND SHALL SERVE AT THE PLEASURE OF THE COUNCIL. THE CITY AUDITOR WILL REPORT ADMINISTRATIVELY TO THE COUNCIL AND FUNCTIONALLY TO THE AUDIT COMMITTEE. THE CITY AUDITOR WILL ORGANIZE AND ADMINISTER THE OFFICE OF THE CITY AUDITOR TO OPERATE WITHOUT MANAGEMENT INTERFERENCE AND SHALL BE PROVIDED WITH FREE AND OPEN ACCESS (EXCEPT WHERE

LIMITED BY LAW) TO ALL RECORDS, PERSONNEL, FACILITIES, SYSTEMS AND INFORMATION TO CARRY OUT THESE DUTIES.

(C) STANDARD AUDIT OF PRACTICE. THE OFFICE OF THE CITY AUDITOR WILL MEET THE GOVERNMENT AUDITING STANDARDS (YELLOW BOOK) PUBLISHED BY THE COMPTROLLER GENERAL OF THE UNITED STATES AS DEMONSTRATED BY UNDERGOING A PERIODIC EXTERNAL QUALITY PEER REVIEW ASSESSMENT, NOT EXCEEDING AN INTERVAL OF THREE YEARS.

(D) SCOPE OF THE OFFICE OF THE CITY AUDITOR. THE SCOPE OF THE OFFICE OF THE CITY AUDITOR WILL BE ADEQUATELY COMPREHENSIVE TO ASSIST CITY MANAGEMENT AND THE AUDIT COMMITTEE WITH DETERMINING WHETHER THE CITY'S NETWORK OF RISK MANAGEMENT, CONTROL, AND GOVERNANCE PROCESSES, AS DESIGNED AND REPRESENTED BY CITY MANAGEMENT, IS ADEQUATE AND FUNCTIONING IN A MANNER TO ENSURE:

(1) RISKS ARE APPROPRIATELY IDENTIFIED AND MANAGED;

(2) SIGNIFICANT FINANCIAL, MANAGERIAL, AND OPERATING INFORMATION IS ACCURATE, RELIABLE, AND TIMELY;

(3) EMPLOYEES' ACTIONS COMPLY WITH POLICIES, STANDARDS, PROCEDURES, AND APPLICABLE LAWS AND REGULATIONS;

(4) RESOURCES ARE ACQUIRED ECONOMICALLY, USED EFFICIENTLY, AND ADEQUATELY PROTECTED;

(5) PROGRAMS, PLANS, AND OBJECTIVES ARE ACHIEVED;

(6) QUALITY AND CONTINUOUS IMPROVEMENT ARE FOSTERED IN THE CITY'S CONTROL PROCESS;

(7) NON-AUDIT SERVICES ARE CONDUCTED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS; AND

(8) INTEGRITY LINE REPORTS ARE INVESTIGATED.

(E) INDEPENDENCE OF CITY AUDITOR. THE CITY AUDITOR WILL REPORT TO THE AUDIT COMMITTEE WITH RESPECT TO THE ADEQUACY AND EFFECTIVENESS OF INTERNAL CONTROL SYSTEMS, BUT IS NOT INTENDED TO PARTICIPATE DIRECTLY IN THE OPERATION OF THOSE SYSTEMS. THE CITY AUDITOR IS INDEPENDENT OF CITY OPERATIONS AND AS SUCH HAS NO RESPONSIBILITY FOR THE MANAGEMENT OF CITY OPERATIONS. THE CITY AUDITOR WILL NOT CONDUCT WORK WHERE THERE IS, OR THE APPEARANCE OF, A CONFLICT OF INTEREST. TO PROVIDE FOR THE INDEPENDENCE OF THE OFFICE OF THE CITY AUDITOR, THE CITY AUDITOR SHALL BE APPOINTED BY AND SERVE

AT THE PLEASURE OF THE COUNCIL. THE CITY AUDITOR WILL REPORT FUNCTIONALLY TO THE AUDIT COMMITTEE.

(F) RESPONSIBILITY OF CITY AUDITOR. THE CITY AUDITOR WILL PERIODICALLY:

(1) DEVELOP A FLEXIBLE, RISK-BASED INTERNAL ANNUAL AUDIT PLAN INCLUDING ANY RISKS OR CONTROL CONCERNS IDENTIFIED BY CITY MANAGEMENT. THE PLAN WILL BE SUBMITTED TO THE AUDIT COMMITTEE FOR REVIEW AND APPROVAL, AS WELL AS PERIODIC UPDATES;

(2) IMPLEMENT THE ANNUAL AUDIT PLAN, AS APPROVED, INCLUDING AS APPROPRIATE ANY SPECIAL TASKS OR PROJECTS REQUESTED BY CITY MANAGEMENT AND THE AUDIT COMMITTEE;

(3) EVALUATE THE ADEQUACY OF ACTIONS TAKEN BY CITY MANAGEMENT TO CORRECT REPORTED DEFICIENCIES;

(4) PRESENT FINAL INTERNAL AUDIT REPORTS WITH MANAGEMENT RESPONSES AND ACTION PLANS TO THE AUDIT COMMITTEE AND APPLICABLE PARTIES;

(5) MAINTAIN AND PRESENT TO THE AUDIT COMMITTEE A SUMMARY AND STATUS OF OPEN AUDIT RECOMMENDATIONS;

(6) PRESENT AN ANNUAL AUDIT ACTIVITY REPORT SUMMARIZING THE PRIOR FISCAL YEAR ACCOMPLISHMENTS OF THE CITY AUDIT PROGRAM;

(7) KEEP THE AUDIT COMMITTEE INFORMED OF EMERGING TRENDS AND SUCCESSFUL PRACTICES IN INTERNAL AUDITING.

(G) ACCESS. THE CITY AUDITOR WILL HAVE UNRESTRICTED AND INDEPENDENT ACCESS TO, AND THE RIGHT TO REQUEST MEETINGS WITH, THE AUDIT COMMITTEE AND CITY COUNCIL. ADDITIONALLY, THE CITY AUDITOR WILL HAVE ACCESS, CONSISTENT WITH LAW, TO ALL CITY RECORDS, PROPERTY, INFORMATION SYSTEMS, AND PERSONNEL NECESSARY TO ACCOMPLISH THE OBJECTIVES RELATED TO APPROVED ANNUAL AUDIT PLANS.

(H) INTERFERENCE WITH CITY AUDITOR PROHIBITED. A DEPARTMENT, OFFICE OR PROGRAM SUBJECT TO AN AUDIT SHALL COOPERATE WITH THE CITY AUDITOR OR THEIR DESIGNEE AND IS PROHIBITED FROM INTERFERING WITH THE AUDIT PROCESS, FROM INITIATION TO COMPLETION, INCLUDING THE FINDING, CONCLUSIONS, AND RECOMMENDATIONS OF THE AUDIT AND ANY ASSOCIATED REPORTS.

SECTION 2. The Avondale City Code, Chapter 2 (Administration), Article I (In General), Section 2-36 (Creation and scope) is hereby amended as follows:

2-36 – Creation and scope.

(a) There is hereby adopted a merit system for the employees of the city for the purpose of regulating and controlling the appointments, promotions, demotions, discharges and reinstatement of all officers and employees of the city, the provisions of which shall apply to all officers and employees of the city except those elected by the people. Additionally, the merit system shall not apply to the city manager, ~~city clerk~~, city attorney, city presiding municipal judge, CITY AUDITOR, persons engaged under contract to supply expert, professional or technical services, temporary employees, volunteer firemen and volunteer personnel who receive no regular compensation from the city.

…

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the Acting City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

Item Number: 4.a.

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2044-0722 – Major Amendment to the Griffith Commerce Park Planned Area Development (PAD) – Application PL-22-0034

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development Services, (623) 333-4015

THROUGH: Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Community Development
Strategy: Maintain and expand quality infrastructure and improve connectivity to City amenities

PURPOSE:

City Council will hold a public hearing and consider a request to adopt 2044-0722, approving a request by Andy Jochums of Beus Gilbert McGroder PLLC, for a Major Amendment to the Griffith Commerce Park Planned Area Development (PAD); a proposed Major PAD Amendment to allow an auto body repair and paint facility to be permitted on Parcel J of the PAD development plan, also identified as Lot 12 of the recorded "Final Plat for Griffith Commerce Park" subdivision. This parcel consists of 2.11 net acres of vacant land located at the southwest corner of 105th Avenue and Roosevelt Street. Permitted uses on other parcels within the Griffith Commerce Park PAD are not modified by the proposed Amendment. The Council will take appropriate action.

BACKGROUND:

The 2.11 net acre vacant subject property (Exhibits A and B) is located at the southwest corner of 105th Avenue and Roosevelt Street. The site, which was annexed in May 1986, is rectangular, relatively flat, and features no unusual physical characteristics.

The Griffith Commerce Park PAD was adopted by the City Council in January 2003 under Application Z-07014. The PAD occupies a block of land bound by Roosevelt Street on the north, Van Buren Street on the south, 105th Avenue on the east, and 107th Avenue on the west, with Pierce Street bisecting it across the middle. At the center of the PAD are two large parcels: Parcel K on the north side of Pierce Street, which is approximately 26.28 acres in size and designated for Commerce Park (CP) uses, and Parcel L on the south side of Pierce Street, which is approximately 25.77 acres in size and designated for a mix of CP and C-2 (Community Commercial) uses. The PAD also includes five smaller parcels along Van Buren Street (Parcels A through E) and five along Roosevelt Street (Parcels F through J), ranging in size from 1.65 acres to 2.29 acres and allowing C-2 uses.

On May 29, 2008, a Minor PAD Amendment (Z-07-14) was approved that amended and expanded the development standards and architectural guidelines for the PAD.

On May 1, 2019, a Minor PAD Amendment (PL-19-0040) was approved by City Staff, to clarify language and

allow warehousing and distribution within certain buildings on Parcel K, subject to floor area limits. The amendment also prohibited the construction of cross-dock facilities (front and rear truck loading and service areas) and reduced the minimum landscape setback along 105th Avenue from 25 feet to 15 feet.

Finally, on December 30, 2020, a Minor PAD Amendment (PL-20-0316) was approved by City Staff which removed all limits on warehousing and distribution on Parcel K.

Griffith Commerce Park is presently designated by the General Plan 2030 Land Use Map as Business Park for Parcels K and L, and Local Commercial for the smaller lots along Van Buren and Roosevelt streets, including the lot covered by this request (Exhibit C). The Local Commercial designation allows for uses that fulfill the needs of goods and services for residents in the surrounding area. These uses can include gas stations, grocery stores, retail services, professional and medical offices, and other similar uses. Preferred locations are arterial intersections, though other locations may be acceptable based on the merits of the project.

The existing uses and zoning of surrounding properties include:

- **North:** Zoned Avondale Auto Mall PAD, containing automobile and recreational vehicle dealerships and associated services; General Plan designation is Business Park
- **East:** Zoned CP (Commerce Park) and containing a manufacturing use; General Plan designation is Business Park
- **South:** Zoned Griffith Commerce Park PAD and developed with four buildings for warehousing, distribution, manufacturing, and similar uses; General Plan designation is Business Park
- **West:** Zoned Griffith Commerce Park PAD for commercial uses. The parcel to the immediate west is undeveloped, but a rental car facility and vehicle sales are located further west. General Plan designation is Local Commercial.

SUMMARY OF REQUEST:
The proposed Major Amendment (Exhibit E) will amend the Griffith Commerce Park PAD to allow an auto body repair and paint shop as a primary use to be permitted on Lot 12 of the Final Plat for Griffith Commerce Park, on 2.11 net acres of vacant land at the southwest corner of 105th Avenue and Roosevelt Street (Assessor Parcel: 102-55-015).

The proposed Amendment will not modify permitted uses on other parcels within the Griffith Commerce Park PAD. Furthermore, the Amendment will not modify any of the PAD's existing development standards or design criteria. The development of the site, as it proceeds through site planning and permit approvals, will be required to generally conform to the following setbacks established by the PAD, which are the same as those established for the C-2 zoning district:

- Front yard setback: 20 feet
- Rear yard setback: 20 feet
- Street side yard setback: 20 feet
- Interior side yard setback: 15 feet

A 30-foot landscape setback will be provided along the Roosevelt frontage, and a landscape setback exceeding 40 feet will be provided along the 105th Avenue frontage; these landscape setbacks meet or exceed requirements designated by the PAD. Additional landscaping will be provided along the interior property lines.

Main vehicular access to the site will be provided via a right-in, right-out driveway with "pork chop" on Roosevelt Avenue, shared with the property directly to the west via a cross-access easement. An additional, gated driveway leading into the walled vehicle storage area will be provided on 105th Avenue.

A Site Plan for the project will be reviewed administratively, following any approval of this Major PAD Amendment by the City Council, to ensure conformance with the PAD Narrative and exhibits thereto.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held on April 11, 2022. The meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners, were in conformance with notification requirements. The meeting had no attendees aside from City Staff and the applicant's team.

As of the writing of this staff report, three comments about the proposal have been posted on the City's aVOICE/Polco digital forum conveying that the use would be a good fit with auto uses in the area, that the use is preferable to new homes and related traffic, and that the City should approve the project and allow the development. No additional public comments have been received to date.

All required notifications for Planning Commission and City Council public hearings have been completed in accordance with notification requirements.

PLANNING COMMISSION ACTION:
On May 18, 2022, the Planning Commission conducted a public hearing on the project. The Commission asked questions about other uses in the immediate vicinity of the project site and whether the applicant had considered if local market conditions could accommodate a new body shop. The applicant's representative spoke during the meeting and explained that the applicant considers the subject property ideal for this use due to its proximity to other auto-related uses. No speakers from the general public were present at the hearing. The Commission voted 7-0 to recommend approval of the proposed PAD Amendment, subject to the two (2) recommended conditions.

ANALYSIS:
Conformance with the General Plan and Freeway Corridor Specific Plan
The Local Commercial classification of the General Plan encourages uses that provide goods and services to the surrounding community. The proposed use will provide auto body repair and painting services for Avondale residents, in a location adjacent to other auto-oriented uses, such as the Avondale Auto Mall to the direct north and the Wii Auto Sales and Enterprise Rent-A-Car facilities to the west.

The proposed use is designed such that roll-up doors will be oriented toward the east and south sides of the property rather than the north side (i.e., the side facing Interstate 10), and will be screened by a six-foot solid block wall to limit visibility from surrounding properties or streets. Additionally, the proposed PAD Amendment furthers several goals of the General Plan, and advances multiple goals of the Freeway Corridor Specific Plan, most notably:

General Plan 2020 Economic Vitality Goal #1: "Grow and diversify Avondale's economy and employment base through business retention, expansion, and development." Development of a body shop on the property will supplement the auto-oriented uses already present in this area of the City.

Freeway Corridor Specific Plan (FCSP) Objective #1: "Prioritize the City's appearance from the I-10 and Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary." The proposed building includes strong architecture, site design, and landscaping standards to ensure that the site aesthetically enhances the Freeway Corridor area. The outdoor vehicle storage area and rollup doors for vehicle service bays will be obscured by a screen wall and ample landscaping.

Development Standards
The proposed Amendment will not modify any development standards already in effect for the GriffithCommerce Park PAD. The subject property is subject to the same setbacks as the C-2 zoning district, and the proposed development will meet or exceed these setbacks.

The FCSP identifies a maximum height of six stories for development on this property, while the PAD limits heights to 60 feet. With one-story and a maximum building height of 26 feet, the proposed auto body repair facility will conform to both height standards.

Parking
Parking for the project, as proposed, will meet requirements in Section 8 of the Avondale Zoning Ordinance.

Project Design
The proposed building incorporates a neutral color palette and a variety of building materials including EIFS, cast stone, and single-score CMU block. Storefront windows and a metal awning will identify the main entrance on the north side of the building. Roofline variation has been provided and all rooftop equipment will be adequately screened.

Landscaping on the site will adhere to requirements in the PAD and Zoning Ordinance. Adherence to these requirements will ensure that significant landscape areas, tree sizes, and plant quantities are provided throughout the site.

Streets, Utilities, and Other Infrastructure
Vehicular access to the site will be provided via a main entrance on Roosevelt Street (right-in/right-out only) and a secondary gated access on 105th Avenue.

DISCUSSION:
The proposed PAD Amendment meets the following findings:

1. The proposed amended Griffith Commerce Park PAD is in conformance with the proposed General Plan Land Use Map designation of Local Commercial.

2. The proposed amended Griffith Commerce Park PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals, and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

3. Adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

4. The proposed amended Griffith Commerce Park PAD will result in compatible land use relationships.

5. The development standards of the proposed amended Griffith Commerce Park PAD are consistent with or exceed the desired character of development for the area.

BUDGET IMPACT:
No budget impacts.

RECOMMENDATION:
The City Council will conduct a public hearing and **ADOPT** an Ordinance approving Application PL-22-0034, a request for a Major Amendment to the Griffith Commerce Park Planned Area Development (PAD) to allow an auto body repair shop on Lot 12, subject to the following two (2) conditions of approval:

1. Development shall substantially conform to the Griffith Commerce Park PAD Amendment Narrative, Site Plan, and Building Elevations, all date stamped April 12, 2022.

2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

PROPOSED MOTION:
I move that City Council **ADOPT** an Ordinance approving Application PL-22-0034 Griffith Commerce Park Major PAD Amendment to amend the Griffith Commerce Park (PAD) to allow an auto body repair shop on Lot 12 subject to two (2) recommended conditions of approval as listed in the staff report.

Contact person for document distribution: *Ann Dolmage*

Exhibit A

Aerial Photograph

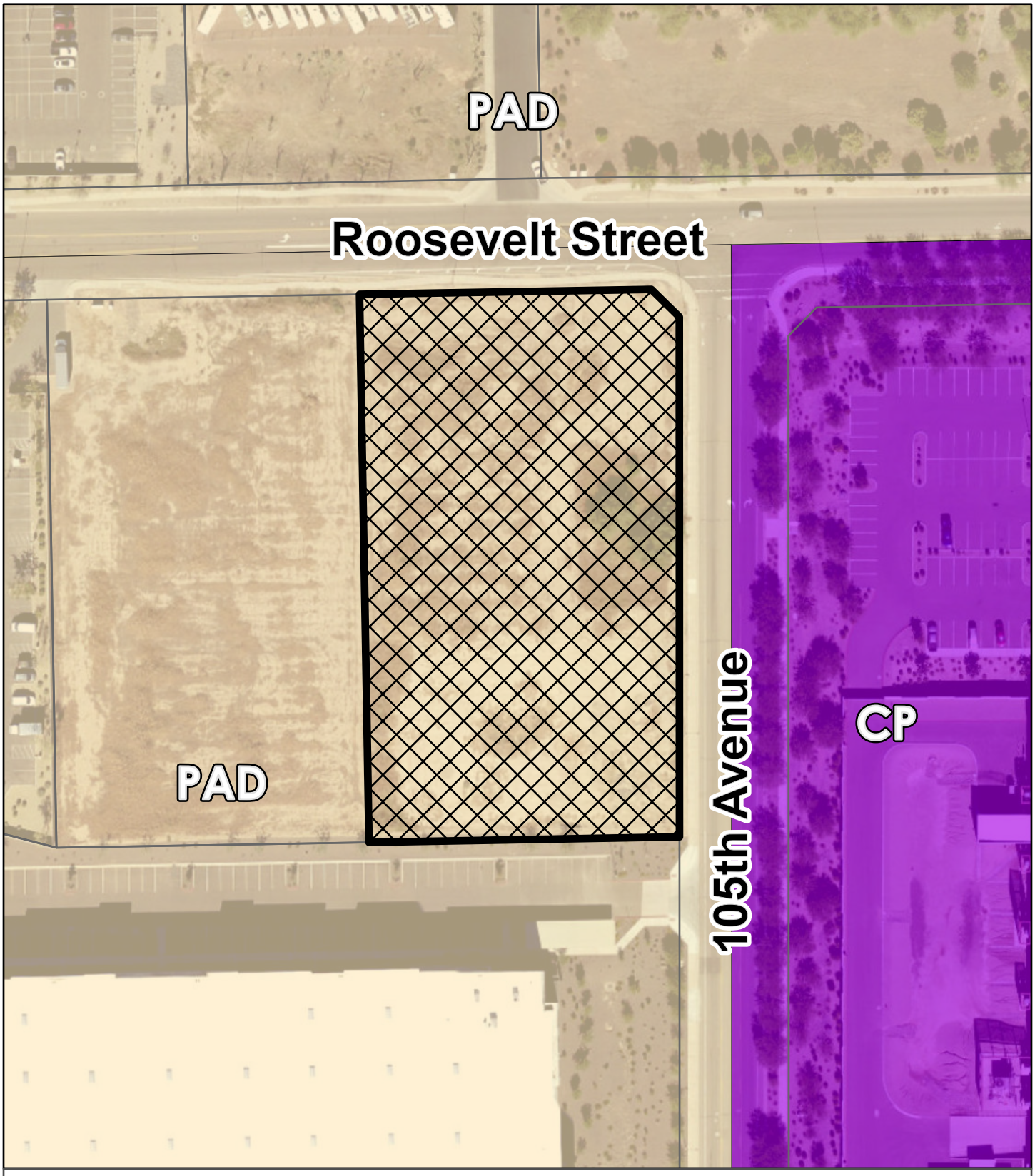
Avondale

Subject Property

N
W E
S

Date: 4/25/2022

Exhibit B



Zoning Vicinity

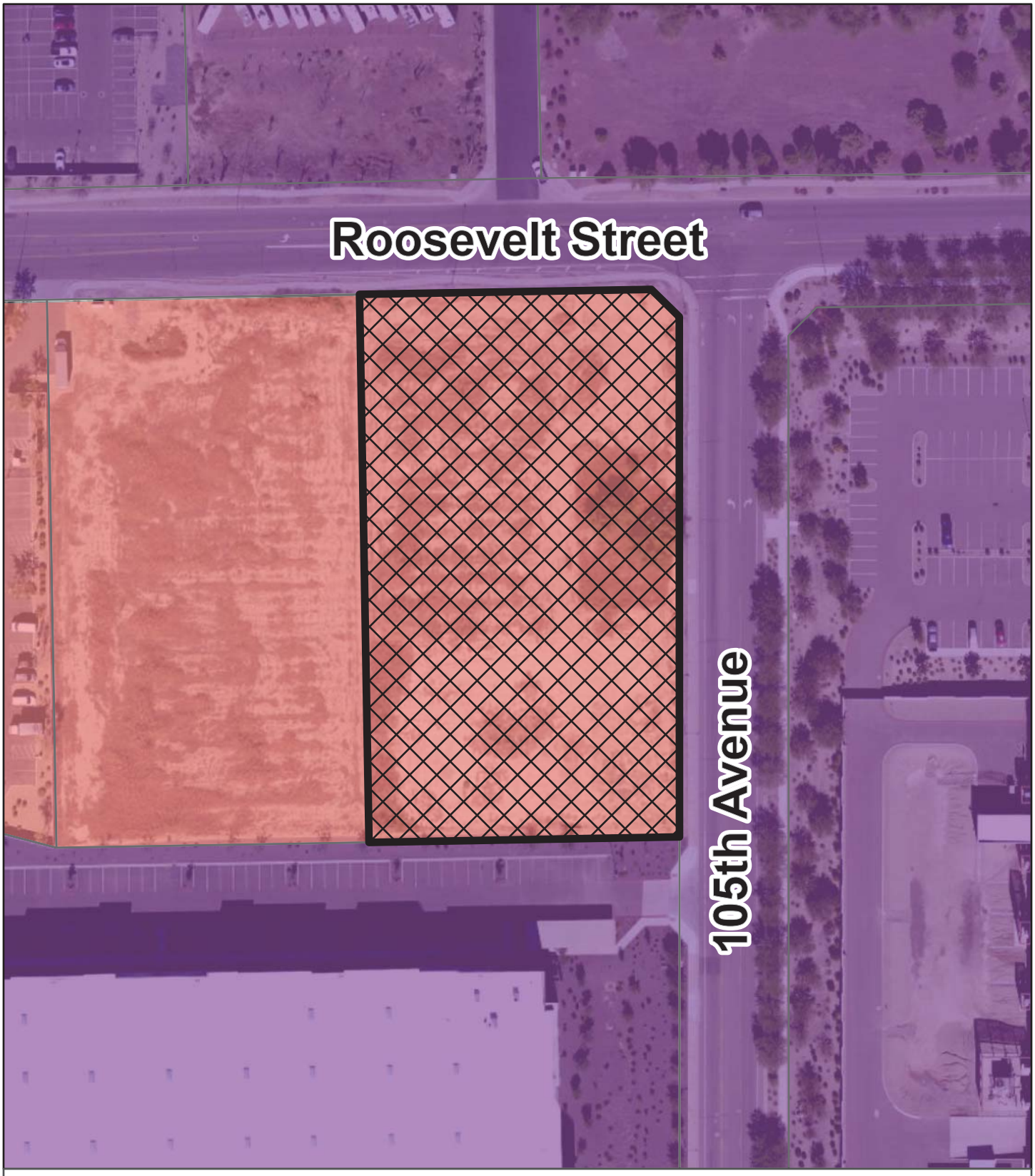
Avondale

Subject Property

N
W E
S

Date: 4/25/2022

Exhibit C



General Plan Land Use

Avondale

Local Commercial

Business Park

Subject Property

N
W E
S

Date: 4/25/2022

Submitted electronically 4/12/22

Exhibit D

Griffith Commerce Park

PAD Zoning – Lot 12 Major Amendment March 15, 2022

History and Narrative

- The City of Avondale City Council approved the General Development Plan for the Griffith Planned Area Development on January 6, 2003, in Ordinance No. 904-03;
- On May 29, 2008, a Minor PAD Amendment to the Griffith PAD was approved in Application Z-07014;
- On May 1, 2019, a Minor PAD Amendment to clarify distribution use as a permitted use for the site except for Building A and restrict warehouse distribution use to a gross leasable floor area total of 225,00 sf was approved in Application PL-19-0040;
- On December 30, 2020 a Minor PAD Amendment was approved to remove "Additional Permitted Use Stipulations" #1 and #3 added in the 2019 Minor PAD Amendment.

The subject property, located at the southwest corner of Roosevelt Street and 105th Avenue, is currently designated within the Griffith Commerce Park PAD for "commercial" land uses. This designation allows for uses found within the City's C-2 (Community Commercial) zoning district. The potential purchaser of the property desires to develop the property with a Caliber Collision facility that performs automobile body work and repair and such a use is not currently permitted in the C-2 zoning district.

As illustrated by the Aerial Photo (Exhibit A) this property is bounded by industrial/employment buildings on the south and east. To the north, across Roosevelt Street is the Avondale Automall which allows "Motor Vehicle Body Shop" pursuant to its PAD Zoning.

Given the property's limited visibility for any retail type commercial and its location next to large employment operations and the automall, the property is appropriately sited for a more intense service commercial use such an automobile body work and repair facility.

General Plan Conformance

The subject property has a Land Use Map Designation within the Avondale General Plan for "Local Commercial". It should also be noted that to the immediate north, east, and south is the "Employment" Designation.

The General Plan description of the Local Commercial Land use category is one that is used primarily for providing daily needs of goods and services to the residents residing within the surrounding area. While the General Plan lists examples of uses allowed in this category such as "grocery stores, gas stations, neighborhood/retail services, and office and medical uses", a place to repair one vehicle is a necessary service and sometimes unfortunately that repair includes paint and autobody repair. The other General Plan Land Use designations of "Freeway Commercial", "Business Park" and "Industrial" are not obvious fits either. For that reason, we believe that the requested PAD Amendment to allow a single additional service use in the current designation is in conformance with the General Plan.

Rezoning Request

In addition to the allowed uses provided within the Griffith Commerce Park Planned Area Development (PAD), as amended, the following additional use shall be allowed on Lot 12 of "Final Plat for Griffith Commerce Park" as recorded in Book 670, Page 18 in the Official Records of Maricopa County:

> Automobile Collision Repair Facility – providing body and frame repair along with painting of automobiles but shall not include major component repairs such engine, transmission and other drivetrain repair. Minor automobile service such as tires, oil and lubrication, and washing is allowed as an accessory use.
>
> This use shall only be considered in the area depicted on the Aerial Photo (Exhibit A) and as further described in the legal description (Exhibit B).

With the exception of the above additional use, all applicable development standards and sign standards shall be subject to the existing Griffith Commerce Park Planned Area Development (PAD), as amended.

Exhibit A – Aerial Photo

Bowman CONSULTING

JANUARY 28, 2022
PROJECT # 90831-01-001

LEGAL DESCRIPTION
GROSS AREA
LOT 12, "FINAL PLAT OF GRIFFITH COMMERCE PARK"
BOOK 670 OF MAPS, PAGE 18 M.C.R.

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15 BEING MARKED BY A BRASS CAP IN HANDHOLE;

THENCE NORTH 88°49'01" EAST, 1045.29 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE CENTERLINE OF ROOSEVELT STREET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 88°49'01" EAST, 273.97 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE CENTERLINE OF 105TH LANE;

THENCE DEPARTING SAID NORTH LINE AND SAID CENTERLINE, SOUTH 00°13'06" EAST, 435.74 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE CENTERLINE OF 105TH LANE;

THENCE DEPARTING THE SAID EAST LINE AND SAID CENTERLINE, SOUTH 89°47'01" WEST, 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF 105TH LANE AND THE SOUTHEAST CORNER OF LOT 12 OF THE "FINAL PLAT OF GRIFFITH COMMERCE PARK," ACCORDING TO BOOK 670 OF MAPS, PAGE 18 OF MARICOPA COUNTY RECORDS;

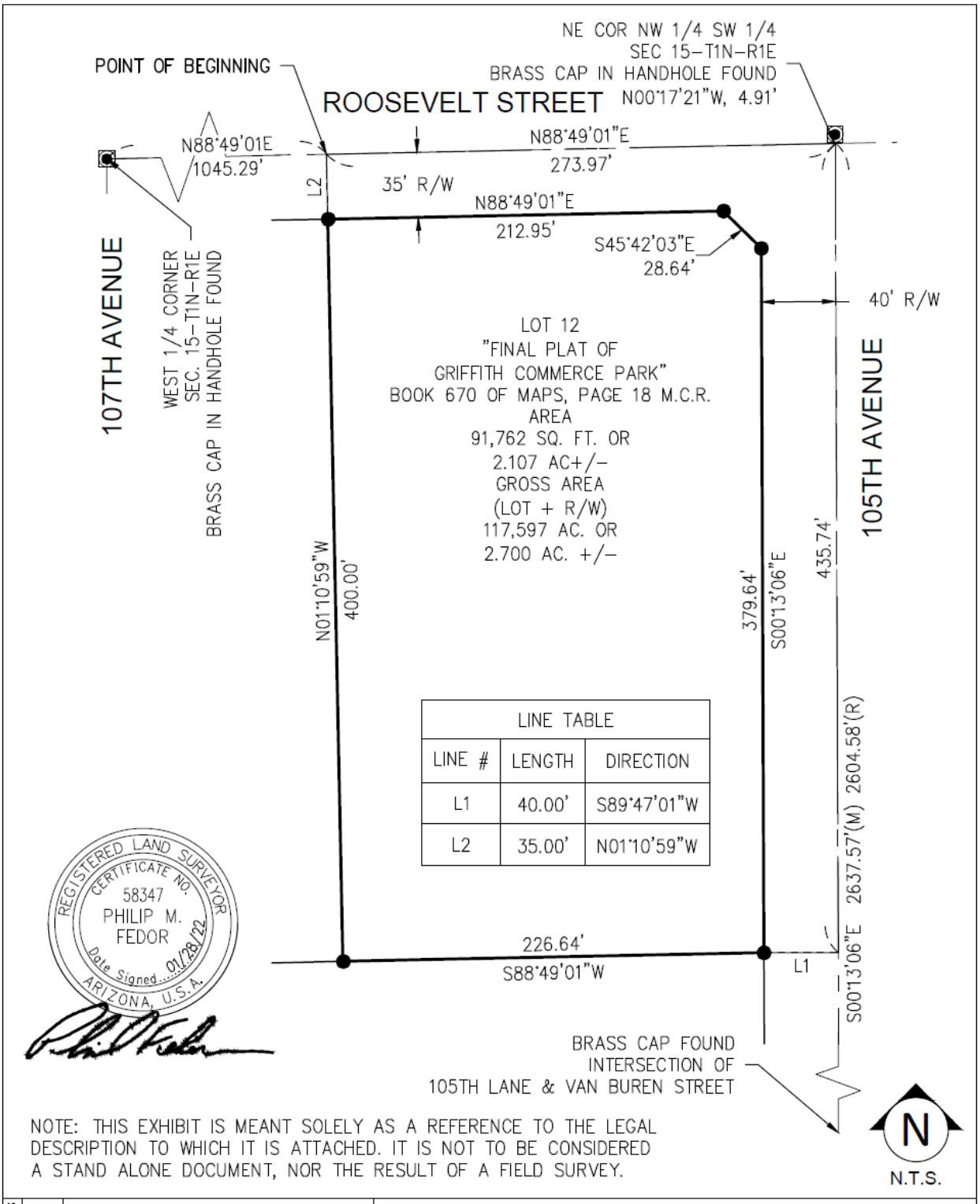
THENCE SOUTH 88°49'01" WEST, 226.64 FEET ALONG THE SOUTH LINE OF SAID LOT 12 TO THE SOUTHWEST CORNER OF SAID LOT 12;

THENCE NORTH 01°10'59" WEST, 400.00 FEET ALONG THE WEST LINE OF SAID LOT 12 TO THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT STREET AND THE NORTHWEST CORNER OF SAID LOT 12;

THENCE CONTINUING NORTH 01°10'59" WEST, 35.00 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED AREA CONTAINS 117,597 SQUARE FEET OR 2.700 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58347
PHILIP M.
FEDOR
Date Signed 01/28/22
ARIZONA, U.S.A.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	40.00'	S89°47'01"W
L2	35.00'	N01°10'59"W

NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.

SHEET 2 OF 3

DATE: 01/28/22

EXHIBIT
GROSS AREA LEGAL DESCRIPTION

BY: PF CHK: QC:

BCG PROJECT NO: 51109–01 TASK: 001
CLIENT REF NO:

Bowman

1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

Submitted electronically 4/12/22

Exhibit E

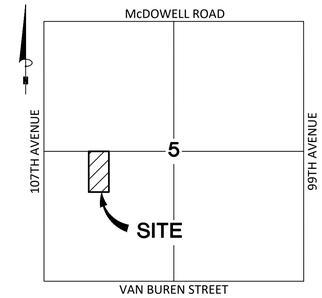
CALIBER COLLISION - AVONDALE

PRELIMINARY PLANS

AVONDALE, ARIZONA

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AVONDALE, COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:
LOT 12, IN THE CITY OF AVONDALE, COUNTY OF MARICOPA, STATE OF ARIZONA, GRIFFITH COMMERCE CENTER, A SUBDIVISION RECORDED IN BOOK 670, PAGE 18 OF MAPS RECORDS OF MARICOPA COUNTY, ARIZONA.



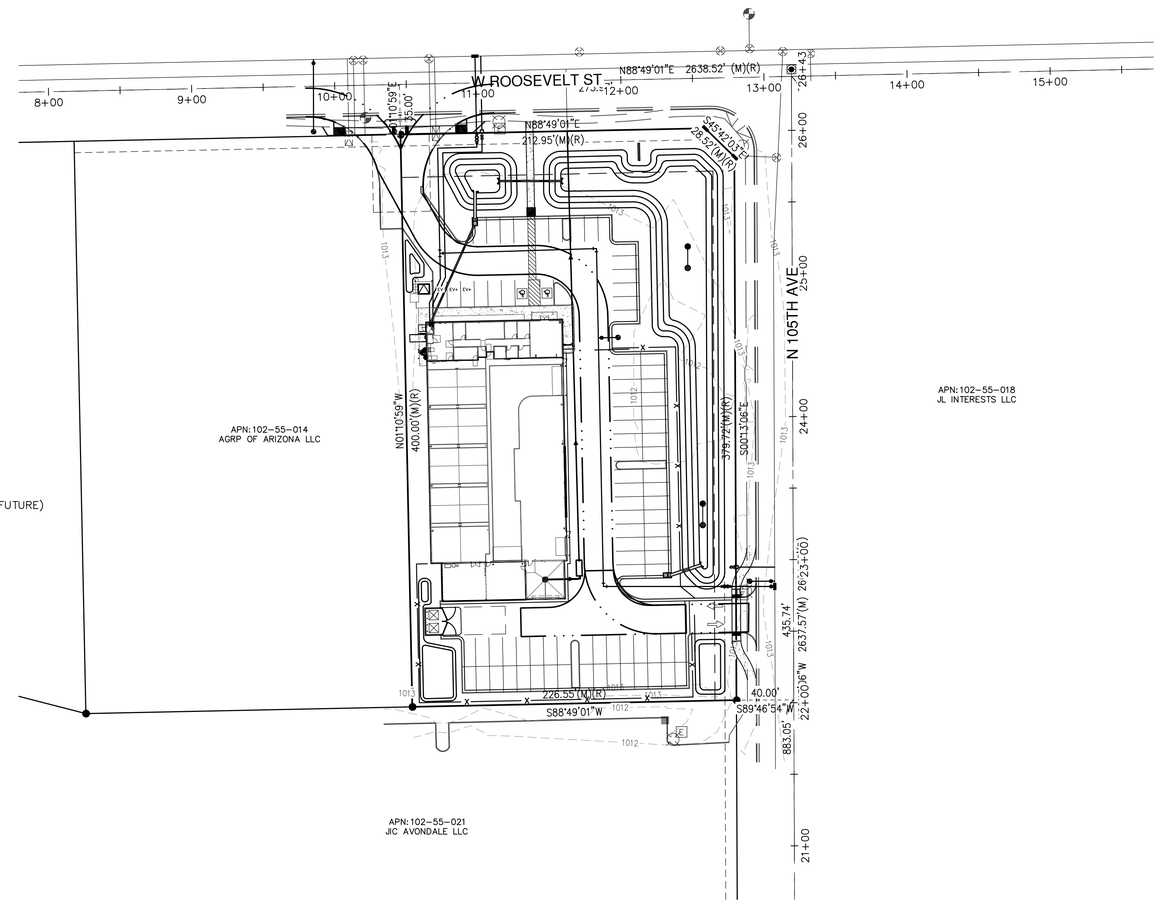
VICINITY MAP
N.T.S.

LEGEND

- SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- SEWER CLEANOUT
- EXISTING SANITARY SEWER MANHOLE
- CHAINLINK FENCE
- GRADE BREAK
- BOUNDARY LINE
- EASEMENT LINE
- R/W — RIGHT OF WAY
- EX W — EXISTING WATER
- EX S — EXISTING SEWER
- 8"S — PROPOSED SEWER
- 8"W — PROPOSED WATER
- EXISTING POWER POLE
- EXISTING SEWER CLEANOUT
- CATV — EXISTING CATV
- G — EXISTING GAS
- E — EXISTING ELECTRIC
- REDUCER
- SIGHT LIGHT
- DRYWELL
- FIRE DEPARTMENT CONNECTION
- BRASS CAP
- BRASS CAP IN HAND HOLE
- TC=(1210.92) — EXISTING TOP OF CURB ELEVATION
- STORM PIPE
- 1 / C1.1 — SECTION NUMBER AND ORIENTATION

ABBREVIATIONS

R	RADIUS
N	NORTHING
E	EASTING
GB	GRADE BREAK
INV	INVERT ELEVATION
TC	TOP OF CURB
P	PAVEMENT
TYP	TYPICAL
EG	EXISTING GRADE
LF	LINEAR FEET
SF	SQUARE FEET
SY	SQUARE YARDS
CY	CUBIC YARDS
EA	EACH
EX	EXISTING
R/W	RIGHT-OF-WAY
FDC	FIRE DEPARTMENT CONNECTION
B/C	BACK OF CURB
SW	SIDEWALK
C&G	CURB & GUTTER
EOP	EDGE OF PAVEMENT
PUE	PUBLIC UTILITY EASEMENT
CB	CATCH BASIN
MH#	SEWER MANHOLE
SD	STORM DRAIN
ESMT	EASEMENT
W	WATER
EV	ELECTRIC VEHICLE SPACE
EV+	ELECTRIC VEHICLE SPACE (CAPABLE FOR FUTURE)



KEYMAP
1"=50'

BENCHMARK

PER MCDOT SURVEY DATASHEETS PT#9243. 3" MCHD BRASS CAP FLUSH. LOCATED AT THE INTERSECTION OF 107TH AVENUE AND ROOSEVELT STREET. ELEVATION = 1011.68 FEET (NAVD88)

BASIS OF BEARINGS

NORTH 00°09'18" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 670 OF MAPS, PAGE 18 OF MARICOPA COUNTY RECORDS.

ENGINEER

BOWMAN CONSULTING
2420 S. POWER ROAD
SUITE 105
MESA, AZ 85209
PH: 480.605.2400
CONTACT: NATHAN LARSON
EMAIL: NLARSON@BOWMAN.COM

OWNER/DEVELOPER

VICTORY REAL ESTATE DEVELOPMENT, LLC
8201 PRESTON ROAD
SUITE 700
DALLAS, TX 75225
PH: 817.797.7287
CONTACT: TIM KRAFTSON

SITE DATA

APN:	102-55-015
ADDRESS:	
AREA (gross):	117,597± sf (2.70 ac)
AREA (net):	91,762± sf (2.11 ac)

PARKING REQUIRED:16,964 sf/500 sf= 34 SPACES

PARKING PROVIDED:
STANDARD: 21 SPACES
ADA PARKING: 2 SPACES
STORAGE: 64 SPACES
TOTAL: 87 SPACES

MAXIMUM LOT COVERAGE:	N/A
LOT COVERAGE PROVIDED:	16,964 sf/91,762 sf =18.49% (net)

BUILDING AREA UNDER ROOF

SERVICE BAY AREA:	14,486 sf
OFFICE AREA:	2,478 sf
TOTAL:	16,964 sf

BUILDING HEIGHT: 1-STORY / 26'

CURRENT ZONING:	GRIFFITH COMMERCE PARK PAD
PROPOSED ZONING:	PAD AMENDMENT
GENERAL PLAN LAND USE:	COMMERCIAL
PROPOSED USE:	AUTOMOBILE BODY REPAIR SHOP

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Bowman CONSULTING

Bowman Consulting Group, Ltd.
2420 S. Power Road
Suite 105
Mesa, AZ 85209
Phone: (480) 605 2400
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

COVER SHEET
CALIBER COLLISION
NEC VANBRUEN STREET & 107TH AVENUE
AVONDALE, AZ
MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 68461
NATHAN LARSON
Date Signed 1/25/22
ARIZONA U.S.A.
Nathan Larson

PLAN STATUS

DATE	DESCRIPTION	
JE	JDG	NL
DESIGN	DRAWN	CHKD

SCALE H: 1"=50' V: NONE

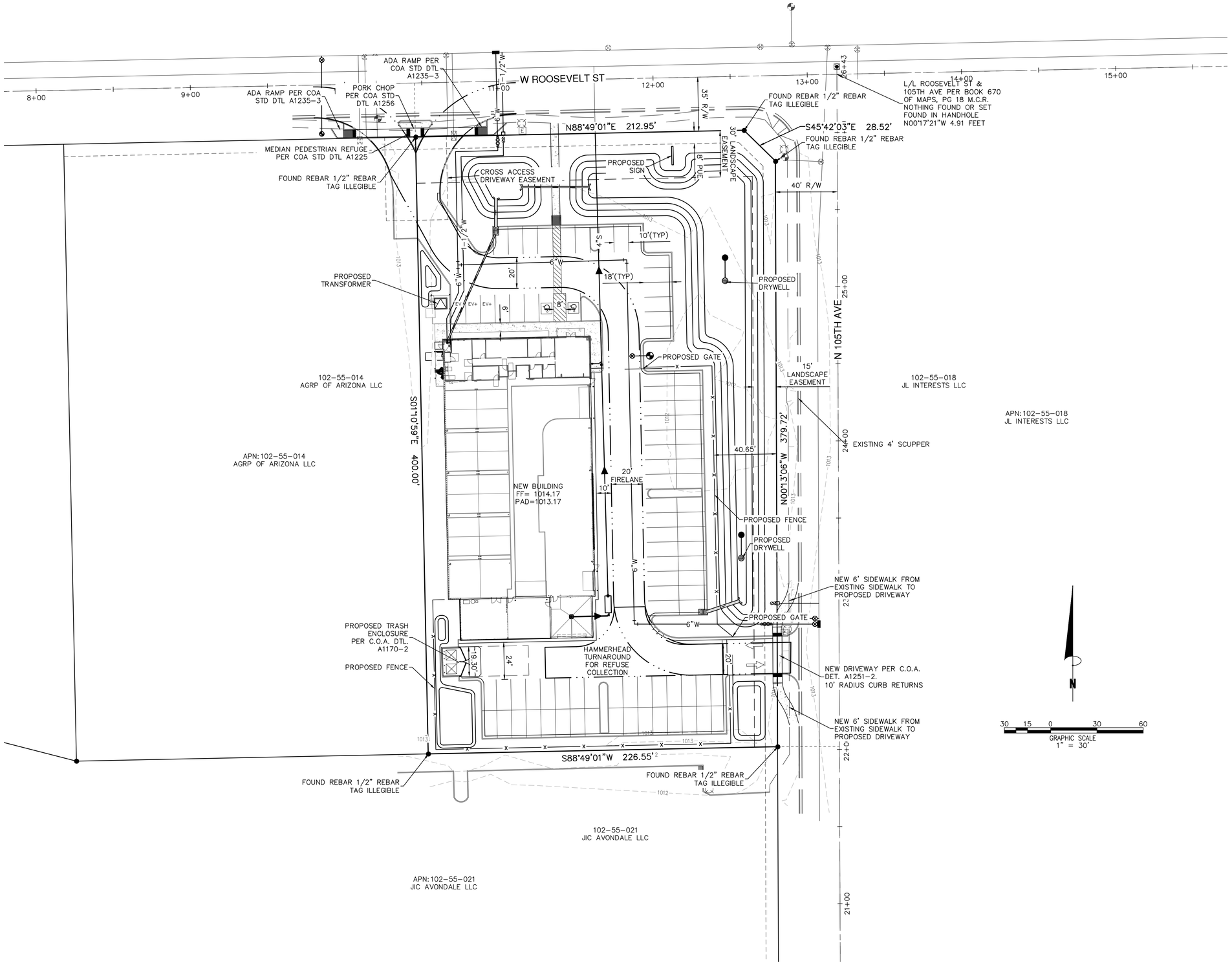
JOB No. 051109-01-001

DATE : 1/25/2022

PP01

SHEET 01 OF 04

CAD FILE NAME: V:\051109 - Caliber Collision - Avondale\051109-01-001 (ENG)\Engineering\Engineering Plans\Preliminary Plans\051109-PR-001-COV.dwg 04/11/2022



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Mesa, AZ 85209
Phone: (480) 605 2400
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY SITE PLAN

CALIBER COLLISION

NEC VANBRUEN STREET & 107TH AVENUE

AVONDALE, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
68461
NATHAN LARSON
3/29/2022
Date Signed
ARIZONA U.S.A.
Nathan Larson

PLAN STATUS

DATE	DESCRIPTION	
JE	JDG	NL
DESIGN	DRAWN	CHKD

SCALE H: 1"=30' V: NONE

JOB No. 051109-01-001

DATE : 3/29/2022

PP02

SHEET 02 OF 04

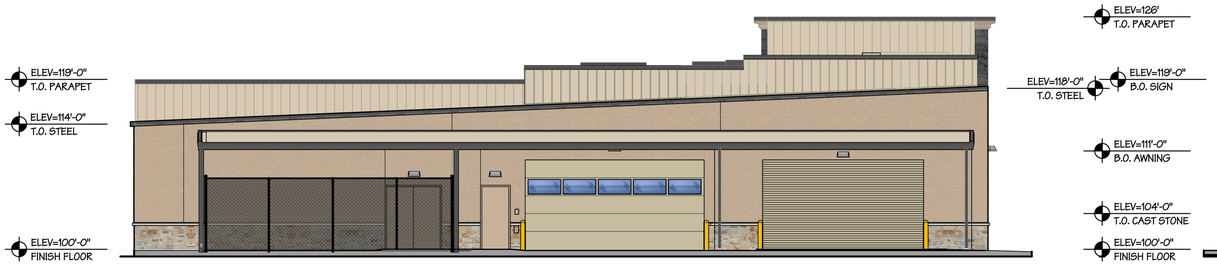
CAD FILE NAME: V:\051109 - Caliber Collision - Avondale\051109-01-001 (ENG)\Engineering\Engineering Plans\Preliminary Plans\051109-PR-002-STE.dwg 04/11/2022

Submitted electronically 4/12/22

Exhibit F

EXTERIOR FINISH SCHEDULE WITH COLORS

	ITEMS:	COLOR:	KEY#	ITEMS:	COLOR:	KEY#	ITEMS:	COLOR:	KEY#	ITEMS:	COLOR:	KEY#	ITEMS:	COLOR:
1	ROOF SCREENS & BACK OF PARAPITS	MATCH SADDLE TAN	4	EIFS (FACADE) & EIFS (CORNICE)	MATCH NOMADIC DESERT	7	PREFINISHED SECTIONAL DOOR	MATCH DESERT TAN	10	STORE FRONT GLAZING TUBES	ANODIZED DARK BRONZE	13	METAL ROOF	WHITE
2	CAST STONE	INTEGRAL COLOR BUFF	5	METAL COPING, TRIM, GUTTER AND DOWNSPOUTS, & AWNINGS	MATCH BURNISHED SLATE	8	CHAINLINK FENCE WITH PRIVACY SLATS	BLACK VINYL	11	BOLLARDS	SAFETY YELLOW	14		
3	SINGLE SCORE CMU-SIGN BACKGROUND	DRYVIT SPECIAL MATCH BLACK	6	METAL DOORS AND FRAMES	MATCH NOMADIC DESERT	9	CAST STONE WATER TABLE	BUFF	12	EXPOSED STEEL STRUCTURE	MATCH URBANE BRONZE			



2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

3 WEST ELEVATION
SCALE: 1/8" = 1'-0"

4 EAST ELEVATION
SCALE: 1/8" = 1'-0"

CALIBER COLLISION

timothy m. gallup
architect of record
601 S. Boulder Ave., Suite 808
Tulsa, Oklahoma 74119
918.949.9600

Copyright © 2021 by Gallup Architects

NO.	DATE	BY	DESCRIPTION

REVISIONS

COLORED ELEVATIONS

CALIBER COLLISION
SEC OF ROOSEVELT AND 105TH AVE.
AVONDALE, ARIZONA 85323

PROJECT NO. 212016

FILE NAME: 212016
DRAWN BY: TRS
DATE: xx/xx/2021
REVIEWED BY: TMG

CO2.0

ORDINANCE NO. 2044-0722

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, MODIFYING THE PLANNED AREA DEVELOPMENT ZONING FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 105TH AVENUE AND ROOSEVELT STREET, AS SHOWN IN APPLICATION PL-22-0034, BY AMENDING THE ALLOWABLE USES AND THE DEVELOPMENT AND DESIGN STANDARDS.

WHEREAS, on January 6, 2003, the Council of the City of Avondale (the "City Council") amended the City of Avondale Zoning Atlas by adopting Ordinance No. 904-03, rezoning approximately 80 acres of real property generally located at the northeast corner of 107th Avenue and Van Buren Street to a Planned Area Development (the "PAD"); and

WHEREAS, on May 29, 2008, a minor PAD amendment to the Griffith Commerce Park Final Plat (the "Griffith Commerce Park PAD") was approved, as shown in Application Z-07014; and

WHEREAS, on May 1, 2019, a minor PAD amendment to the Griffith Commerce Park PAD was approved to clarify distribution use a permitted use for the site except for building A and restrict warehouse use to a gross leasable floor area total of 225,00 square feet, as shown in Application PL-19-0040; and

WHEREAS, on December 30, 2020 a minor PAD amendment to the Griffith Commerce Park PAD was approved to remove additional permitted use stipulation No. 1 and 3 added in the 2019 minor PAD amendment; and

WHEREAS, the property owner has requested a modification to the Griffith Commerce Park PAD to incorporate a new permitted use (the "Modifications") for approximately ± 2.70 acres of real property designated as Lot 12 (Maricopa County Assessor Parcel No. 102-55-015) generally located at the southwest corner of 105th Avenue and Roosevelt Street, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the City Council now desires to approve the Modifications to the Griffith Commerce Park PAD by adopting the amendment as shown in Application PL-22-0034 (the "2022 Amendment"); and

WHEREAS, all due and proper notices of the public hearings on the 2022 Amendment held by the City of Avondale Planning Commission (the "Commission") and by the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on May 18, 2022, the Commission held a public hearing on the 2022 Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the 2022 Amendment on July 11, 2022; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The 2022 Amendment for the Griffith Commerce Park PAD, as shown in Application PL-22-0034, is hereby approved subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to the Griffith Commerce Park PAD Narrative, Site Plan, and Building Elevations, all date stamped April 12, 2022.

2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2044-0722

[Legal Description and Map of Subject Property]

See following page.

JANUARY 28, 2022
PROJECT # 90831-01-001

LEGAL DESCRIPTION
GROSS AREA
LOT 12, "FINAL PLAT OF GRIFFITH COMMERCE PARK"
BOOK 670 OF MAPS, PAGE 18 M.C.R.

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

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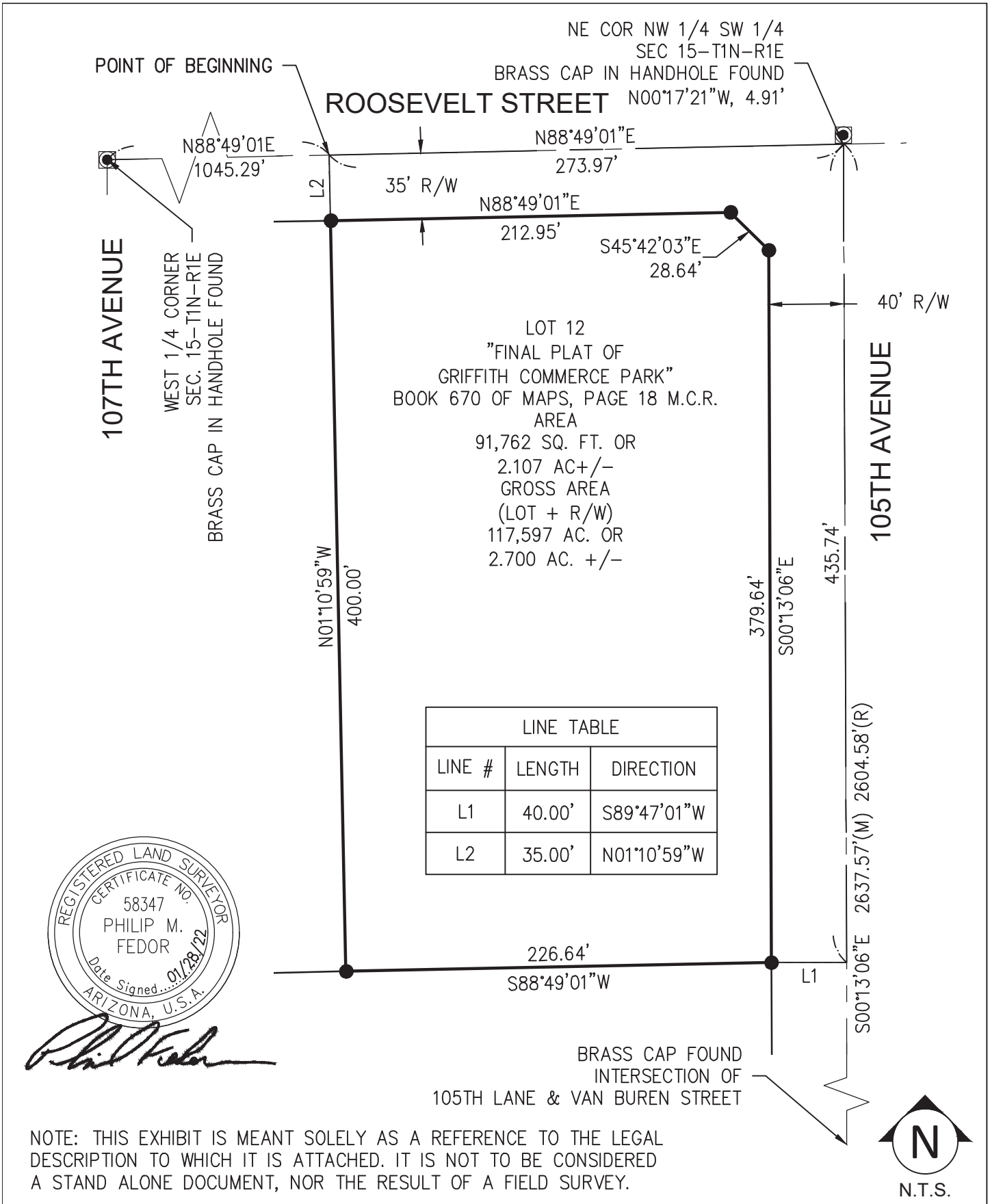
THENCE NORTH 01°10'59" WEST, 400.00 FEET ALONG THE WEST LINE OF SAID LOT 12 TO THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT STREET AND THE NORTHWEST CORNER OF SAID LOT 12;

THENCE CONTINUING NORTH 01°10'59" WEST, 35.00 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED AREA CONTAINS 117,597 SQUARE FEET OR 2.700 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58347
PHILIP M.
FEDOR
Date Signed 01/28/22
ARIZONA, U.S.A.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	40.00'	S89°47'01"W
L2	35.00'	N01°10'59"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58347
PHILIP M.
FEDOR
Date Signed 01/28/22
ARIZONA, U.S.A.

NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.

SHEET 2 OF 3

DATE: 01/28/22

EXHIBIT
GROSS AREA LEGAL DESCRIPTION

BY: PF | CHK: | QC:

BCG PROJECT NO: 51109-01 TASK: 001
CLIENT REF NO:

Bowman

1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

Closure Report

Client: Caliber Collision

Prepared by: PF

Date: 1/28/2022 12:33:36 PM

Parcel Name: 051109-01-01-001 Gross legal description
Description: Legal description plus 1/2 adjoining street widths

North:894,097.156' East:587,227.328'

Segment# 1: Line
Course: N88°49'01"E Length: 273.97'
North: 894,102.812' East: 587,501.240'

Segment# 2: Line
Course: S0°13'06"E Length: 435.74'
North: 893,667.076' East: 587,502.900'

Segment# 3: Line
Course: S89°47'01"W Length: 40.00'
North: 893,666.925' East: 587,462.901'

Segment# 4: Line
Course: S88°49'01"W Length: 226.64'
North: 893,662.245' East: 587,236.309'

Segment# 5: Line
Course: N1°10'59"W Length: 400.00'
North: 894,062.160' East: 587,228.050'

Segment# 6: Line
Course: N1°10'59"W Length: 35.00'
North: 894,097.152' East: 587,227.328'

Perimeter: 1,411.34' Area: 117,597Sq.Ft.
Error Closure: 0.003 Course: S11°30'45"W
Error North: -0.0034 East: -0.0007
Precision 1: 470,450.00

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58347
PHILIP M.
FEDOR
Date Signed 01/28/22
ARIZONA, U.S.A.

Item Number: 4.b.

CITY COUNCIL REPORT

SUBJECT: Resolution 1053-0722 - Setting the Fiscal Year 2023 Primary and Secondary Property Tax

MEETING DATE: 7/11/2022

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director, (623) 333-2011

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:

City Council will consider a request to adopt Resolution 1053-0722, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2023 and authorize the Mayor, Acting City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 6, 2022 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the May 20th and May 27th editions of the Southwest Valley edition of the Arizona Republic. In addition, the notice of tax and fee increases for the FY2023 budget was posted prominently on the City's website sixty days prior to the public hearing as required by A.R.S. § 9-499-15.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the fiscal year ending June 30, 2023. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is $3,514,575. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is $0.6458 per $100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at $4,925,173. The secondary property tax rate is $0.9050 per $100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The total estimated tax rate for FY2023 is $1.5508 per $100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation. The total tax levy is $8,439,748.

BUDGET IMPACT:

The primary and secondary tax levies provide necessary resources needed to fund operations and pay debt service. The adoption of the primary and secondary tax levies is the final step in adopting the FY2023 budget.

RECOMMENDATION:

Staff is requesting that Council adopt a resolution setting the primary property tax levy in the amount of $3,514,575 and the secondary property tax levy in the amount of $4,925,173 the fiscal year ending June 30, 2023.

Contact person for document distribution: *Robert Baer*

RESOLUTION NO. 1053-0722

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH $100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND PROVIDNG FOR SEVERABLILITY.

WHEREAS, the Council of the City of Avondale (the "City Council") is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each $100.00 of valuation of property within the corporate limits of the City of Avondale (the "City"); and

WHEREAS, the property taxpayers of the City have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2022-2023 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City's annual budget was adopted by Resolution No. 1043-0622 at a meeting of the City Council held on June 6, 2022, at least 14 days prior to adoption of this Resolution No. 1053-0722; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

NOW, THEREFORE, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. There is hereby levied on each $100.00 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of $0.6458 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of $3,514,575), the

maximum levy allowed by law for the fiscal year ending on June 30, 2022.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each $100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of $0.9050 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of $4,925,173) for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2023.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 6. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 11, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney