

IN THE MUNICIPAL COURT OF THE CITY OF PHOENIX  
COUNTY OF MARICOPA, STATE OF ARIZONA

STATE OF ARIZONA, )  
 )  
 Plaintiff, )  
 vs. ) **PROSTITUTION DIVERSION**  
 ) **PROGRAM PLEA AGREEMENT**  
 , )  
 ) No(s):  
 Defendant. )

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The State of Arizona and the defendant agree, by the terms and conditions of this document, to the following disposition of this case:

- I. That the defendant pleads guilty/no contest to:
- II. That the defendant will receive the following sentence:
  - months probation;
  - \$ fine plus surcharge = \$ ;
  - days in jail. Pay jail costs as imposed by the Court, pursuant to A.R.S. § 13-804.01(B);
  -
- III. **TRAVEL RESTRICTIONS:** The parties agree that the Court retains jurisdiction to impose conditions of release until either judgment is entered and sentence executed or the charge(s) are dismissed. **The parties agree that, at the time the plea agreement is accepted by the Court and the defendant's plea is taken, the Court shall issue a Release Order which shall include any travel restrictions set forth in Section II, above, as a condition of release** which will remain in effect until either judgment is entered and sentence executed or the charge(s) are dismissed.
- IV. That the following charges are dismissed or, if not yet filed, shall not be brought against the defendant:
- V. That departmental report # incorporated by reference in the Court's record for determining a factual basis.
- VI. That this agreement serves to amend the complaint(s) to charge the offense(s) to which the defendant pleads.
- VII. That this Plea Agreement does not preclude any other remedies authorized by law including forfeiture and civil racketeering remedies and recovery costs of emergency response. The defendant understands that, pursuant to A.R.S. §§ 13-807, 13-2314(H) and 13-4310(C), the defendant is precluded from denying in any civil proceeding the essential allegations for the criminal offense of which he/she is convicted. The defendant further understands that a guilty plea, no contest plea, or a plea pursuant to *North Carolina v. Alford*, 400 U.S. 25, 91 S.Ct. 160, 27 L.Ed.2d 162 (1970), all result in a conviction.
- VIII. The Court shall suspend the entry of judgment and imposition of sentence for a maximum of 180 days on the following terms and conditions:
  - The defendant is assigned to the Prostitution Diversion Program (hereinafter the "Program") and shall contact the Program within five (5) business days at [REDACTED] to schedule an intake appointment and begin participation. **If this requirement is not met, a motion to execute sentence and enter judgment will be filed.**
    - The defendant is not required to pay a Program fee. This Program is offered at no cost to the participant.
    - The defendant shall complete the defendant's Action Plan, including but not limited to, attending, participating in, and completing all of the Program's mandatory counseling sessions no later than 160 calendar days from the date the Plea Agreement is accepted by the Court. The defendant shall fully cooperate with [REDACTED] staff (hereinafter "Provider") and attend all scheduled services as directed by the Provider. Services will include group sessions and may include substance abuse or other services.
    - The defendant agrees to comply with all requirements, standards, and policies of the Program as directed by the Provider.
    - The defendant shall immediately provide, in writing, to the Provider all changes of address and telephone numbers.
    - The defendant agrees to appear at any Court setting scheduled during the Program, and that if he/she fails to successfully complete the Program, he/she will appear at all future Court settings.

- The defendant agrees to comply with any terms of release that have been imposed by the Court.

- IX. The defendant avows he/she is not currently enrolled in the City of Phoenix Prostitution Diversion Program (PDP). The defendant acknowledges that he/she is ineligible if he/she previously completed the Program and had the case(s) dismissed or has attempted three or more times to complete the Program without success.
- X. That if, as a part of this Plea Agreement, the defendant is placed on probation by the Court, the terms and conditions of probation are subject to being modified at any time during the period of probation, and if the defendant violates any of the written terms and conditions, probation may be revoked.
- XI. The defendant agrees that the City Prosecutor’s Office may release any information in its file to the Provider. The defendant further authorizes the Provider, Phoenix Municipal Court, and the City Prosecutor’s Office to exchange all information about his/her legal status, case information, demographics, Program assignment and status, attendance, treatment progress, and discharge status for 10 years from today’s date.
- XII. The defendant understands that by entering into this Agreement the defendant is pleading guilty to the charge(s) and, if the Program is not successfully completed, a judgment of guilt will be entered and the sentence imposed without any further opportunity to plead not guilty or otherwise defend against the charge(s). The defendant waives his/her right to receive a copy of any Motion to Set Aside the Plea Agreement and Dismiss the Charges. The defendant waives his/her constitutional right to a speedy trial for any delays which may occur while he/she is either enrolled in the Program or until judgment is entered and sentence imposed.
- XIII. If the defendant successfully completes the Program, the Court shall not enter judgment nor execute sentence, but shall set aside this Plea Agreement and dismiss the charge(s) without prejudice.
- XIV. If this Plea Agreement is rejected, withdrawn or reversed on appeal, the original charge(s) will be automatically reinstated and set for trial.
- XV. The defendant agrees that the City Prosecutor’s Office may terminate the defendant’s eligibility at any time and move the Court to enter judgment and impose sentence.

**DEFENDANT:** I have read or have had read to me the provisions of this agreement and I understand them. I have discussed the case and my constitutional rights with my attorney, if I have one representing me. I understand that by pleading guilty/no contest, I will be giving up the following constitutional rights: to plead not guilty; to have a trial; to confront, cross-examine, and compel the attendance of witnesses; to remain silent which is my right against self incrimination; to direct appeal of my conviction or sentence - review may be accomplished only by filing a petition for post-conviction relief pursuant to 17 A.R.S. *Rules of Crim. Proc.*, Rule 33, and, if denied, a petition for review. I further understand that I have a right to be represented by an attorney prior to and during this proceeding, and that if I cannot afford to hire an attorney, I can ask the judge to determine if I am entitled to one free of charge.

I agree to enter my plea as indicated above on the terms and conditions set forth in this document.

Date \_\_\_\_\_ Defendant \_\_\_\_\_

Address: (PLEASE PRINT) \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone No(s): \_\_\_\_\_

**DEFENSE ATTORNEY:** I have discussed this case and the terms and conditions set forth in this document with the defendant in detail and explained his/her constitutional rights and all possible defenses. I believe that the defendant is entering into the agreement voluntarily, knowingly and intelligently.

Date \_\_\_\_\_ Defense Counsel \_\_\_\_\_

**PROSECUTOR:** I agree and concur with the plea and disposition set forth in this agreement.

Date \_\_\_\_\_ Prosecutor \_\_\_\_\_

**INTERPRETER:** I have accurately interpreted the terms of this Plea Agreement for the defendant and ascertained that the defendant understands the language of interpretation.

Date \_\_\_\_\_ Interpreter \_\_\_\_\_

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**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

**CITY OF PHOENIX**

A Municipal Corporation  
Jeffrey Barton, City Manager

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Director or delegate:

Title:

Department:

Attest:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2023

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



**EMERGENCY 24-HOUR SERVICE CONTACT**

(please complete and return with the submittal)

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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## CERTIFICATION OF RECYCLED PRODUCTS

(please complete, sign, and return with the submittal)

It is hereby certified that the products offered in solicitation number \_\_\_\_\_ contain no less than ten percent (10%) post-consumer recycled material.

Post-consumer waste materials are defined as only those materials that come from products generated by a consumer that have served their intended end- uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Scrap generated as part of the manufacturing process and routinely used by the manufacturer to make additional products does not qualify as post-consumer recycled material. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

It is further certified that the following post-consumer recycled materials are used in the product and in the percentage content indicated.

List Post-Consumer Recycled Material(s) Used (Example: milk jugs, newspaper, etc.):

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Total content percentage (please enter percent of total post-consumer recycled material used to manufacture the product.) \_\_\_\_\_%.

Sources of Recycled Material \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Certified by (Bidder) \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_

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**BUY AMERICA CERTIFICATION CERTIFICATE OF COMPLIANCE**

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**OR**

**CERTIFICATE OF NON-COMPLIANCE**

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

## CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

**1. Name of person submitting this disclosure form.**

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First	MI	Last	Suffix
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**2. Contract Information**

Solicitation # or Name:

**3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)**

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**4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.**

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**5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.**

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

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**6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.**

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**7. Disclosure of Conflict of Interest:****A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

**B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11**

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:



## 8. Acknowledgements

### A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
  
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

### B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

### OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

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## **CONTRACTOR LICENSING REQUIREMENTS**

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission.

Offeror certifies possession of the following license:

Licensed Contractor's Name \_\_\_\_\_

Class \_\_\_\_\_

License Number. \_\_\_\_\_

Expiration Date \_\_\_\_\_

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## COSTS AND PAYMENTS

(please complete and return with the submittal)

**PAYMENT TERMS & OPTIONS:** Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

\_\_\_\_ Contractor offers a prompt payment discount of either \_\_\_\_\_% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

\_\_\_\_ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to [mailbox.sua@phoenix.gov](mailto:mailbox.sua@phoenix.gov).**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**OFFER**

(please complete, sign, and return with the submittal)

**TO THE CITY OF PHOENIX** - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. \_\_\_\_\_  
 Use Tax No. for Out-of-State Suppliers \_\_\_\_\_  
 City of Phoenix Sales Tax No. \_\_\_\_\_  
 Arizona Corporation Commission File No. \_\_\_\_\_

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

<p><b>Enter City's Registration System ID Number</b>          Located at City's eProcurement website (see SECTION 2          – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

\_\_\_\_\_  
 Authorized Signature Date

\_\_\_\_\_  
 Print Name and Title Offeror Legal Name and Company Type  
*(President, Manager, Member)* *(LLC, Inc., Sole Proprietor)*

Name of Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Print Name and Title: \_\_\_\_\_

**PLACE OF BUSINESS**

(please complete and return with the submittal)

Bidder's place of business will be an award factor in order to minimize the City's transportation and handling costs. If additional service locations are available or if different from the address in the Offer Section, enter below:

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## YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided \_\_\_\_\_  
listed in this solicitation for a period of \_\_\_\_ year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_