



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, April 21, 2026 @ 6:00 PM
COUNCIL CHAMBERS
Amended on 4/17/26*

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

Mayoral Proclamation National Crime Victims' Rights Week

Community Championship - Willow Canyon State Championship

E. City Manager Report

F. City Clerk Report

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|----|----------|--|---------------------------------|
| 1. | Citywide | Consideration and action to approve the recommendation for appointment of Patrick Campbell to the Parks & Recreation and Advisory Commission, Term Expiration June 30, 2027. | Kristi Passarelli
City Clerk |
| 2. | Citywide | Consideration and action to approve the recommendation for appointment of Kurwin Forest to the Arts & Cultural Advisory Commission, Term Expiration June 30, 2029. | Kristi Passarelli
City Clerk |

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

Approval of the consent agenda may be by one motion and a passing vote by the City Council. There will be no separate discussion on these items unless a Councilmember requests such. The requested item for discussion will be removed from the consent agenda and considered in its normal sequence on the agenda.

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| 3. | Citywide | Consideration and action to approve the minutes of the April 7, 2026, City Council Work Session, Regular City Council Meeting, and Executive Session. | Kristi Passarelli
City Clerk |
| 4. | Internal | Consideration and action pertaining to approval of the Intergovernmental Agreement (IGA) between the City of Surprise, the Arizona Fire & Medical Authority, the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for use of Fire Apparatus; Resolution 2026-42 | Kevin Spirlong
Fire - Medical |

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| 5. | Citywide | Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County, an amendment to the Fiscal Year 2026 Contract Awarding Authority List, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$27,300 to provide Community Action Program (CAP) services; Resolution 2026-44. | Jennifer Cornelius
Human Svcs and
Comm Vitality |
| 6. | District 1 | Consideration and Action on accepting a Drainage Easement from Asante Phase 2 Community Association, Tract C. | Tiffany Copp
Community
Development |
| 7. | Internal | Consideration and action to amend the FY2026 budget by increasing the Police Department's sponsorships and donations budgets by \$5,000 and \$700 respectively, to allow acceptance and expenditure of funds received in excess of the FY2026 adopted budget; Resolution 2026-55. | Evan Becher
Police |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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| 8. | District 1 | Consideration and action vacating approximately 116,140 square feet of right of way, generally located along the south side of Jomax Road west of 173 rd Avenue; Resolution 2026-43 | Tiffany Copp
Community
Development |
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REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|---|-------------------|
| 9. | Citywide | Consideration and action to edit City Code Section 2-61, permitting two or more council members to place an item on the agenda no less than twenty-four hours before the meeting; Ordinance 2026-05 | Legal |
| 10. | Citywide | * Staff update regarding the proposed DHS facility. | Mayor and Council |

H. Call To The Public

INSTRUCTIONS:

In order to address the City Council, you will need to fill out a Public Comment Form available at the entrance, and turn it in to the City Clerk before the meeting begins.

You may also fill out the [Public Comment Form online](#). If submitting the online form the City Clerk must receive the request at least one hour before the meeting start time.

In accordance with A.R.S. 38-431.01(I) - During this time, members of the public may address City Council only on issues within the jurisdiction of the City Council. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda.

Councilmembers may not discuss or respond to matters raised during the call to the public that are not specifically identified on the agenda.

Each speaker shall be limited to three (3) minutes per item. If several speakers desire to speak regarding a single topic, the Chair may limit the number of speakers or the time given to each group. A maximum time of 30 minutes will be given per topic. However, an equal amount of time will be given to each side of an issue.

I. Other Business and Future Agenda Items

- J. City Council Reports
- K. Executive Session

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

- L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Posted on April 16th, 2026 @ 10:00 AM
*Amended agenda posted on April 17th, 2026 @ 4:55 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR CLERK@SURPRISEAZ.GOV, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Mayoral Proclamation National Crime Victims' Rights Week

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Community Championship - Willow Canyon State Championship

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Dysart's America 250 contest

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to approve the recommendation for appointment of Patrick Campbell to the Parks & Recreation and Advisory Commission, Term Expiration June 30, 2027.

Motion:

I move to approve the recommendation of Patrick Campbell to the Parks & Recreation and Advisory Commission, Term Expiration June 30, 2027.

Background:

This vacancy is due to the resignation of commissioner Wayne Turner. The appointee will fill the remainder of the term.

Objective Analysis:

Policy Compliant:

City Code Sec. 2-296 The Nominations Committee conducted multiple interviews and provided recommendation to the City Clerk for placement on the agenda. The City Clerk will administer the Oath of Office for appointed members.

Financial Impact:

n/a

Budget Impact:

n/a

FTE Impact:

n/a

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action to approve the recommendation for appointment of Kurwin Forest to the Arts & Cultural Advisory Commission, Term Expiration June 30, 2029.

Motion:

I move to approve the recommendation for appointment of Kurwin Forest to the Arts & Cultural Advisory Commission, Term Expiration June 30, 2029.

Background:

The vacancy is due to resignation of commissioner Steve Wallgren. The appointee will fill the remainder of the term.

Objective Analysis:

Policy Compliant:

City Code Sec. 2-296 The Nominations Committee conducted multiple interviews and provided recommendation to the City Clerk for placement on the agenda. The City Clerk will administer the Oath of Office for appointed members.

Financial Impact:

n/a

Budget Impact:

n/a

FTE Impact:

n/a

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action to approve the minutes of the April 7, 2026, City Council Work Session, Regular City Council Meeting, and Executive Session.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 040726 Regular Meeting Minutes DRAFT
 2. 040726 Work Session Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, April 7, 2026 @ 6:00 PM

COUNCIL CHAMBERS

Agenda Amended on 4/6/26*

A. Call To Order

Mayor Sartor called the Regular Council Meeting of April 7th, 2026 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Lisa Everett led in the Invocation.

B. Roll Call

In attendance with Mayor Sartor were Vice Mayor Earle Greenberg, Council members Chris Judd, Jack Hastings, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance

Academy Bulldogs, led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

2. Eagle Scout Achievement - Dresden LeMoine

Mayor Sartor Recognized Dresden LeMoine for his Eagle Scout Achievement.

3. Water Awareness Month Mayoral Proclamation

Mayor Sartor, proclaimed that it was Water Awareness Month.

4. Fair Housing Mayoral Proclamation

Mayor Sartor proclaimed that it was national fair housing month.

E. City Manager Report

5. Reports

City Manager, Andrea Davis presented Shelby Fenwick. Shelby introduced the youth council members.

Kadance Sartor, Shadow Ridge High School
Ryker Yeager, Shadow Ridge High School

F. City Clerk Report

6. Reports

7. Election Update

City Clerk, Kristi Passarelli, gave an election update.

G. Regular City Council Meeting Agenda

8. CONSENT AGENDA:

Councilmember Haney, asked for Item 3 to be removed.

Motion: To Approve (Minus Item 3)
Initiated By: Nick Haney
Seconded By: Earle Greenberg

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

1. Consideration and action to approve the minutes of the March 3, 2026, Regular City Council Meeting.
2. Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment by moving budget in the amount of \$405,000 from Contingency to Project P71530, Circle City Enhancements, within the Water Utility Capital Fund and amending the Fiscal Year 2026 Contract Awarding Authority List (CAAL) by increasing CAAL #26385 to \$1,485,000, Resolution 2026-33.
3. Consideration and action on a Resolution of the Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Desert Oasis Parcel 14B #102 Street Lighting Improvement District. Resolution 2026-26.

Kristin Tytler, came to present this item. She talked about the SLID Area, and what the SLID is exactly.

Councilmember Haney, talked about why he wanted a closer look at this item.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Earle Greenberg

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

4. Consideration and Action on accepting a Quit Claim Deed for Marley Park Well Site Tract A from HBT of Marley Park, LLC, generally located at the southeast corner of Waddell Road and Bullard Avenue.
5. Consideration and action pertaining to approval of a Development Agreement between the City of Surprise and owners of property generally located at the southeast corner of North 163rd Avenue and West Pinnacle Peak Road. Resolution 2026-41.
6. Consideration and action to approve an intergovernmental agreement (IGA) between the City of Surprise, Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Tolleson, and The Town of Wickenburg, to continue the joint West Valley Mobile Field Force Response Team; Resolution 2026-31.

7. Consideration and action pertaining to approval of the Community Development Block Grant Program Annual Action Plan for Program Year 2026.

8. Consideration and action authorizing the City Manager to execute an Amendment to the Intergovernmental Agreement with the Arizona Department of Transportation for the Waddell Road Intelligent Transportation System enhancements. Resolution 2026-47.

9. REGULAR AGENDA ITEM - PUBLIC HEARING:

9. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 381070, requested by Joanne Karen Feinstein, for First Watch #1172 located at 23350 N 163rd Ave, Surprise, AZ 85387 for a new Series 12 Liquor License.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Johnny Melton

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

10. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 381218, requested by Maria Danielle Burgess, for Circle K Store #9626 located at 16256 W Jomax Rd, Surprise, AZ 85387 for a new Series 09 Liquor License.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

11. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 385875, requested by Timothy James Wagenseller, for Turquoise Wine Bar located at 14462 W Elm Street, Surprise, AZ 85374 for a new Series 07 Liquor License.

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None

Abstain: None

Vote Result: Passed

12. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 386101, requested by Timothy James Wagenseller, for Turquoise Wine Bar located at 14462 W Elm Street, Surprise, AZ 85374 for a new Series 10 Liquor License.

Councilmember Hastings, asked the owner to come talk about the establishment. The owner talked about why there were two applications.

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

13. Consideration and action pertaining to the rezone of approximately 264.9 gross acres from Mesquite Mountain Ranch PAD to Residential Low Density (R-1), Residential Medium Density (R-2), and Open Space Conservation (OS-1). The proposed rezone is located south of Deer Valley Road between 223rd Avenue and 231st Avenue. Case FS24-0765. Ordinance 2026-06.

Tanner Wessel, came to present this item. He talked about the Continuation of Discussion, Revised Land Use Map, Revised Open Space Map, and Development Agreement Obligations.

Michelle Staples, a Surprise Resident, came to talk about the development and the desires of the existing residents in the area.

Kimberly Rostick, a Surprise Resident, came to thank staff for their work on this item. She asked for a possible equestrian trail.

Jeff Blilie, came on behalf of the developer to talk about the changes they agreed to.

Councilmember Haney, asked about the possibility of the equestrian trail? Jeff said that it would likely already be included with the wildlife corridor. Councilmember Haney thanks the residents for their input.

Councilmember Judd, thanked the developer for their willingness to work on their requests. He asked what it takes to make an equestrian trail? Jeff said it's just how wide it is and its ability to handle equestrian trail and the use of DG to supplement it.

Councilmember Hastings, asked about the rezone and how it relates to the development agreement? Tanner said that the development agreement is used by the City to make sure improvements are being captured and carried out after the rezone process. Councilmember Hastings talked about how he would like to see the rezone and development agreement at the same meeting.

Vice-Mayor Greenberg wanted to make sure everyone understood that "DG" stood for Decomposed Granite.

Mayor Sartor thanked the developer.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

14. Consideration and action pertaining to a Rezone of approximately 120 acres from Rural Residential (RR) to Residential Low Density (R-1) and Community Commercial (C-2) for property generally located at the northeast corner of Deer Valley Road and 227th Avenue. Case FS24-1433. Ordinance 2026-08.

Planner, Chris Sexton, came to present this item. She talked about the Current Zoning, Zoning Map, General Plan Map, Luke AFB Overlay, Conceptual Lotting Plan, Conceptual Open Space, Roadway Network, Access, Outreach, and Recommendation.

Michelle Staples, a Surprise Resident, came to talk about this item and expressed her concerns about the project.

Kimberly Staples, a Surprise Resident, came to talk about her concerns about the project.

Jeff Blilie, came on behalf of the developer. He talked about the total number of plots, and the trail for equestrian use. He talked about the access to the site and the commercial part of the plan.

Councilmember Haney, asked for a recap of the development agreement. Jeff gave highlights about the project, and proposed scope. Councilmember Haney talked about the access to Sun Valley Parkway, he asked where residents would go if Sun Valley Parkway were out of commission? Jeff talked about alternative routes. Councilmember Haney talked about the access to the area. He talked about how he liked them working with residents in the area. Councilmember Haney asked about going back to residents to make sure the equestrian trail is in order.

Councilmember Hastings, asked for examples of what C2 commercial could be for that size of development? Chris, talked about gas stations, strip malls, etc. She said C3 would be bigger developments and how C2 is meant to service the area. Councilmember Hastings, asked what C1 would be like, and what to expect there? Jeff said that it would likely be service type of uses with C2 in that area.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

15. Presentation and discussion regarding the Desert Trails Annexation, Case FS25-0856. In accordance with Arizona Revised Statutes § 9-471(A)(3), a public hearing is required to be held after filing a blank petition within the last ten days of the thirty-day waiting period.

Leslie Carnie, came to present this item. She talked about the Vicinity Map, Existing Boundary, and Annexation Steps.

10. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

16. Presentation and discussion of the Grand Avenue Corridor Study from the Maricopa Association of Government (MAG).

Jodi Tas, came to present this item along with John Bullen, and Bradlee Williams from MAG. They talked about the Study Purpose, background, Stakeholders, BNSF Considerations, Project Schedule, Key Findings, Congestion of the US 60 / Loop 303, Density of Future Developments, Recommendations, 2050 AM Peak Period, 2050 PM Peak Period, Access Management along US 60, Sequence of Improvements, Early years, 2050, Recommendations Summary, The Role of the Study, and Next Steps.

Councilmember Melton, talked about the engineering challenges, and voiced his approval for the development.

Vice-Mayor Greenberg asked if the cost was in current money or future dollars? Bradlee said it was future cost.

Councilmember Duffy, asked about a flyover versus the use of a light in the 303/60 intersection and what made that consideration? John said it wasn't a cost issue in the design but rather another alternative. Councilmember Duffy, asked if BNSF had given MAG any number on the amount of trucks they would be getting? John said they did and were using it in their models. Councilmember Duffy said he still didn't think there should be a light coming off the 303 to the 60.

Councilmember Haney, thanked the community and MAG for all their input on the process so far. He talked about how critical the improvements are for the area and how they will directly impact the quality of life in the region. Councilmember Haney asked if there was anything being done to expedite the next phase? Jodi talked about the current efforts being done at the state level. Councilmember Haney asked what that does for the timeline? Bradlee said that getting things queued up and ready will help, he said that they were hoping construction would start between 2031 & 2035. Jodi said that because of the appropriations that the timeline has already been bumped up some. Councilmember Haney, thanked the rest of council for their support.

Mayor Sartor, thanked everyone for their hard work.

17. ~~* Presentation and discussion pertaining to internal audit reports approved by the City of Surprise Audit Committee.~~
18. Consideration and action approving a Fiscal Year 2026 budget amendment moving budget in the amount of \$500,000 from Capital Improvement Project P54190 within the General Capital Projects Fund to Asset Replacement Project A54010 within the Parks & Recreation Asset Replacement Fund; Resolution 2026-48.

Holly Osborn, came to present this item. She talked about Surprise Aquatic Center and the adjustments needed for the facility.

Councilmember Hastings, talked about the changes and using the money efficiently.

Councilmember Haney, asked if they had removed the buckets? Holly said that they did.

Mayor Sartor, thanked Holly for working on this. He asked if the pool was done? Holly said it was mostly done. Mayor Sartor asked if this was a need or a want? Holly said it was a want. Mayor Sartor talked about being fiscally responsible. Holly said that this is a one time expense. Sandy said finance was in support of this because of how they transferred the funds.

Councilmember Hastings, talked about balancing the needs of the City and using the funds that were already established.

Motion: To Approve
Initiated By: Patrick Duffy
Seconded By: Chris Judd

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

19. Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment by moving budget in the amount of \$7,000,000 from General Contingency to the Police General Fund (\$3,100,000) and the Fire-Medical General Fund (\$3,900,000) for covering increased operational expenses in personnel and supplies budgets; Resolution 2026-49.

Police Chief Becher, and Fire Chief Spirlong came to present this item. They talked about accommodating City growth, Work Force stabilization, and Investment in Workforce Development.

Mayor Sartor talked about his support for public safety.

Councilmember Hastings, talked about his support for public safety. He asked about the abilities that paramedic can do. Chief Spirlong talked about the amount of paramedics they have and the amount of training the Paramedic has compared to an EMT. He talked about retaining Paramedics, and how a fire truck will try to have a minimum of two paramedics. Councilmember Hastings, asked what percentage of calls require IV's being applied. Chief Spirlong said about 75-85% of calls are medical in nature. Councilmember Hastings, and Councilmember Haney; talked about the composition of Fire Truck crews. Councilmember Hastings, talked about the sustainability of the current cost involved with public safety.

Councilmember Judd, talked about planning better and balancing overtime. He asked what percentage of the payroll budget does overtime become after this amendment? Sandy Simmons said that Police would 8.2% of their personnel budget, and 7.4% of their total budget. Sandy said that Fire would be 16% of their personnel budget, and 14% their total budget. Councilmember Judd, asked if the amount of overtime was healthy? Sandy said that currently it is healthy, but with unknown growth it was hard to tell. Chief Becher, talked about the current staffing in the Police Department. Chief Spirlong, talked about the lag time it takes to train new firefighters, and the number of employees planning on leaving. Councilmember Judd, talked about budgeting better in the future.

Councilmember Haney, talked about how important public safety is. He talked about making sure staff isn't exhausted. He talked about minimizing any negative impacts.

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

20. Federal Advocacy Trip Debrief

Intergovernmental Director, Jodi Tas, came to present this item. She talked about the Federal Advocacy Trip, the Overview, Federal Priorities, Build Grant Loop 303/155th Ave, Congressional Engagement, Federal Agency Engagement, and DHS/Ice Key Takeaways.

Councilmember Melton, thanked Jodi for her work on the trip. He talked about his experience at the trip. He talked about the negotiations with DHS. He asked how the City could get an agreement created with DHS. Jodi talked about some of the active measures they've been taking to create an IGA. Councilmember Melton, talked about the relationship the City has with El Mirage and if they could protect shared assets with El Mirage through the proposed IGA? Andrea said they could look into it.

Councilmember Judd, thanked Jodi for her help. He talked about his experience with the trip. He talked about the meeting with DHS. He asked, about a NEPA study and the inability to see it. He asked about how much water would be used for the site? Andrea said the site plan would identify it more accurately coming forward. They talked about the potential full build out use of the facility. Councilmember Judd, talked about the potential water usage. He asked how it would work if DHS approached council as a high water user within the City? Andrea said they would need more information to know for sure. Councilmember Judd talked about his dislike of the location and situation. He talked about the area surrounding Luke Air Force base and the requirements for buildings around there. He talked about the potential impact this could have on the air force base. He talked about being fiscally responsible and the development standards in the area. He asked about the supremacy clause and what specific federal law is conflicting with the local zoning? Andrea said they had quoted the supremacy clause. Andrea said that there would be other things besides detention there. Councilmember Judd talked about the supremacy clause and use of the facility. He voiced his concerns about protecting zoning in the area.

21. * Presentation and discussion pertaining to the rezoning process.

Lloyd Abrams, Trever Fleetham, and Mindy Davis, came to present this item. They talked about the City Council Role in Rezoning, Rezoning Process Overview, Rezone Submittal Requirements, When a rezone is required, General Plan, Next Steps, and Compliance.

Councilmember Judd, thanked staff for their presentation. He asked if it was possible for the City to just go in and change zoning? Namely for instances where residential is butt up against industrial areas. Lloyd said that based on the law they could, but had to be mindful about diminishing property value. Councilmember Judd asked what would happen if a developer starts building something without proper permits? Lloyd said they would start the compliance process, and depending on the complexity could end up in the courts. Councilmember Judd asked how long rezoning typically takes? Lloyd said it could take about 90 to 120 business days. Councilmember Judd why it was so long? Lloyd said it was to make sure there was enough public notification.

Councilmember Duffy, asked if a project is brought up to council and the project dies out, could council come back to rezone it to what the land was before? Lloyd said that council has the authority if the developer doesn't move over, but has to go through a public process. Councilmember Duffy asked how long the project has to be abandoned? Lloyd said it goes back to the development agreement. Councilmember Duffy asked if there were any projects like that now? Lloyd said he didn't think there was but would find out.

H. Call To The Public

Ruthee Godkorn, came to speak about the DHS property acquisition.
Katherine Miranda, spoke for Mariana Sandoval about the DHS property acquisition.
Sen Analise Ortiz, came to speak about the DHS property acquisition.
Amanda Kaminskas, came to speak about the DHS property acquisition.
Melissa Wiechmann, came to speak about the DHS property acquisition.
Nathalie Lopez, came to speak about the DHS property acquisition.
Walter Thorndike, came to speak about the DHS property acquisition.
Maureen Miller, came to speak about the DHS property acquisition.
Lucas McGough, came to speak about the DHS property acquisition.
Allyssa Estavillo, came to speak about the DHS property acquisition.
Cali Overs, came to speak about the DHS property acquisition.
Elijah Perez Cardona, came to speak about the DHS property acquisition.
Maureen Mandel, came to speak about the DHS property acquisition.
Natalie Bautista, came to speak about the DHS property acquisition.
Kimberly Dunbar, came to speak about Project Bacarra.
Roy Dunbar, came to speak about Project Bacarra.
Grace Brennan, came to speak about the DHS property acquisition.
Maddy Terry, came to speak about the DHS property acquisition.
Anne Bendheim, came to speak about the DHS property acquisition.
Larry Shephard, came to speak about the DHS property acquisition.

I. Other Business and Future Agenda Items

Councilmember Judd, wanted to take action on the proposed DHS Facility potentially giving staff direction and permission to protect local authority our water and our residents. It was seconded by Vice-Mayor Greenberg.

Councilmember Judd, wanted an action item to change the lead time for two councilmembers to change the agenda to 24 hours before the meeting. It was seconded by Vice-Mayor Greenberg.

Councilmember Judd, wanted a future action item regarding rules for E-Scooters & E-Bikes it was seconded by Councilmember Duffy.

J. City Council Reports

Councilmember Haney had nothing to report.
Vice-Mayor Greenberg had nothing to report.
Councilmember Duffy had nothing to report.
Councilmember Melton had nothing to report.
Councilmember Hastings had nothing to report.
Councilmember Judd had nothing to report.

K. Executive Session

11. Consideration and action to recess into executive session pursuant to A.R.S. §§ 38-431.03(A)(3)(4), for discussion or consultation for legal advice with the City Attorney regarding the United States Department of Homeland Security's purchase of a warehouse located near Sweetwater Avenue and Dysart Road in Surprise, AZ.

Councilmember Judd moved to go into executive session, Councilmember Melton seconded.

Meeting entered executive session at 10:00 PM.

Meeting reconvened at 11:28 PM.

12. Executive Session Items
13. Executive Disclaimer - Part 1
14. Executive Disclaimer - Part 2
15. Executive Disclaimer - Part 3

L. Adjournment

Mayor Sartor reopened future business.

Councilmember Judd moved to continue the previously stated DHS item request indefinitely, Vice-Mayor Greenberg seconded.

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Earle Greenberg

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

Meeting adjourned at 11:30 PM

Kevin D. Sartor, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, April 7, 2026.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, April 7, 2026 @ 4:30 PM
COUNCIL CHAMBERS
Agenda Amended on 4/6/26*

A. Call To Order

Mayor Sartor called the City Council Work Session of April 7th, 2026 to order at 4:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Sartor were Vice Mayor Earle Greenberg, Council members Chris Judd, Jack Hastings, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance

Mayor Sartor led in the Pledge of Allegiance.

D. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. * Presentation and discussion pertaining to internal audit reports approved by the City of Surprise Audit Committee.

Interim City Auditor, Melissa Moreno, came to present this item. She talked about the summary of Audit Reports Distributed, Governance, Compliance, Monitoring, Information Technology, and a Summary of Status Recommendations.

Mayor Sartor, asked if there were any trends across departments? Melissa, said that every department was different.

2. * ~~Presentation and discussion pertaining to the FY2027 Budget~~

3. Presentation and discussion regarding an update on the City's water resources.

Water Director, Michael Boule, with representatives from EPCOR, came to present this item. They talked about the Colorado River Update, Colorado River Recent Conditions, DEIS Information, Maximum Policy Shortage, available Arizona Supply, and Key Takeaways. They talked about the CAP's involvement with commenting on the alternators.

Councilmember Judd, asked about an existing agreement for the upper basin to release water? Venetha talked about the 1922 Colorado River Compact. 4

Councilmember Melton, talked about the state exploring legal options and if CAP would be involved? Venetha said that CAP would help out.

Victoria from EPCOR came to talk about the Colorado River Shortage Planning, Overview, EPCOR's West valley System, Water Supply Under at 70% CAP Shortage, Recycling, and EPCOR's Long Range Planning.

Councilmember Melton, asked about the supply to the white tank facility, and it was still being worked on? Victoria said it was.

Michael talked about the impact the City has. Amy Peterson came to present. They talk about the 2025 Annual Water Report, Water Portfolio, 25% CAP Cut, 70% CAP Cut, and Water Resources Initiatives.

Mayor Sartor asked about the ability for people to move to Surprise? Michael Boule, talked about City's ability to accommodate growth during the drought.

Councilmember Judd, asked about the 15 year water credit and why it was shorter than previous conversations? Amy said that every year the demands increase and why the number fluctuates.

They went on to talk about the Integrated Water Master Plan Update, Area of Hydrologic Impact Expansion, Drought Plan Update, and Water Conservation Program Update.

E. Executive Session

1. Executive Session Items
2. Executive Disclaimer - Part 1
3. Executive Disclaimer - Part 2
4. Executive Disclaimer - Part 3

F. Adjournment

Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: Earle Greenberg

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:12 PM

Kevin D. Sartor, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, April 7, 2026**.

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 21, 2026

Contact Person: Kevin Spirlong, ACTING FIRE
CHIEF

Submitting Department: Fire - Medical
Staff Recommendations:

District: Internal

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Intergovernmental Agreement (IGA) between the City of Surprise, the Arizona Fire & Medical Authority, the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for use of Fire Apparatus; Resolution 2026-42

Motion:

I move to approve Resolution 2026-42.

Background:

The West Valley Fire Departments, including the City of Surprise Fire-Medical Department, seek ways to improve public safety by pooling equipment to ensure critical tasks are performed and necessary resources are always available. This collaborative effort allows participating agencies to borrow engines, ladders, ambulances, and other emergency response vehicles to ensure that a minimum number of apparatus are available to answer calls for service in the area, regardless of political boundaries. This IGA has been developed to ensure that such shared equipment is properly insured among the participating municipalities and fire districts.

Objective Analysis:

Entering into this agreement improves public safety by allowing partners to access emergency apparatus when needed. This helps to ensure that the minimum number of apparatuses is available to answer calls for service in the area, allowing the participating agencies to most efficiently provide equipment to handle fire and medical incidents. By pooling resources, the City of Surprise and its partners can more effectively manage emergency response capacity without the immediate need to purchase redundant backup apparatus.

Policy Compliant:

The policy of the City of Surprise is to provide the best service possible for our residents in the most economical manner. This IGA accomplishes that goal by providing access to a wider fleet of emergency vehicles through regional cooperation, maximizing the utility of existing equipment across the West

Valley to maintain service levels.

Financial Impact:

There is no immediate direct cost associated with entering into this IGA. The agreement focuses on the shared use and insurance of equipment. Any future costs related to the maintenance or operation of borrowed equipment will be handled through the current Fire-Medical Department budget.

Budget Impact:

No impact on the current budget is anticipated, as costs for this IGA are funded from the City's general fund within existing departmental allocations.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Resolution 2026-42 West Valley Fire Apparatus IGA_FINAL
 2. West Valley Fire Apparatus IGA
-

RESOLUTION #2026-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE WEST VALLEY FIRE APPARATUS INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT.

WHEREAS, pursuant to Arizona Revised Statute §11-951, et seq., the City of Surprise has the authority to enter into Intergovernmental Agreements ("IGA") with other governmental entities for the purposes set forth within;

WHEREAS, the West Valley Fire Departments seek ways to improve public safety by pooling equipment so critical tasks can be performed simultaneously, which can reduce overall time on the scene and minimize risk;

WHEREAS, by entering the proposed agreement, the West Valley Fire Departments will be able to improve public safety by borrowing engines, ladders, ambulances, and other emergency response vehicles;

WHEREAS, the proposed intergovernmental agreement has been developed to ensure that such shared equipment is properly insured;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The West Valley Fire Apparatus Intergovernmental Agreement, attached as Exhibit A, is approved.

Section 2. The City Manager, or her designee, is authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

WEST VALLEY FIRE APPARATUS INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BETWEEN AND
AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF
AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL
MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR,
THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF
TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL
DISTRICT, AND THE SUN CITY FIRE DISTRICT
FOR USE OF FIRE APPARATUS**

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority ("AZ Fire"), City of Avondale ("Avondale"), the City of Buckeye ("Buckeye"), the City of El Mirage ("El Mirage"), the City of Glendale ("Glendale"), the City of Goodyear ("Goodyear"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Tolleson ("Tolleson"), the Daisy Mountain Fire and Medical District ("Daisy Mountain"), and the Sun City Fire District ("Sun City") (individually a "Lending Partnering Agency" or "Borrowing Partnering Agency" as applicable and as set forth in each Equipment Use Letter, collectively "Partnering Agencies" and also referred to as "Parties").

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

IN CONSIDERATION of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

ARTICLE II. STATEMENT OF SERVICES

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:
 - ☐ Engine(pumper)
 - ☐ Ladder
 - ☐ Ambulance
 - ☐ other emergency response vehicle
2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency's designated facility and filling out the Equipment Use Letter "Exhibit A" attached.
3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.
5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City or the name of the District of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.
6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not "ordinary wear and tear."
7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.
8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency's requirements and have the Loaned Equipment inspected per the Lending Partnering Agency's requirements at such location as Lending Partnering Agency shall designate.
9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.
10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted
11. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment's merchantability or fitness for any particular purpose.

12. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

1. **Term:**
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.
2. **Termination and Cancellation:**
 - 2.1 **Termination**
Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.
 - 2.2 **Cancellation**
Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Governing Law; Forum; Venue:**
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
2. **Implied Terms:**
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement and each Equipment Use Letter is intended by the undersigned Parties as the final expression of the applicable Parties' agreement and are intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by all Parties.

4. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. No Joint Venture:

No term or provision in this Agreement is intended to create a legal partnership, joint venture or agency arrangement between any of the Parties.

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Independent Contractor Status:

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

9. Workers' Compensation:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers'

compensation and related benefits. All Parties shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

10. Severability.

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41- 4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Partnering Agencies are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Partnering Agencies shall agree that:

14.1 To the extent applicable by law, each subcontractor a Partnering Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214.

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Partnering Agencies will have the legal right to inspect the papers of a Partnering Agency and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

15. Disposition of Property:

Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. INSURANCE AND INDEMNIFICATION

1. Indemnification:

With respect to each Equipment Use Letter, each of the Borrowing Party Agency and the Lending Party Agency as set forth on the Equipment Use Letter (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees and agents (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. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of the claim arising out of the Equipment Use Letter shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article V, Section 1 shall survive termination of this Agreement.

2. Insurance for Loaned Equipment:

Loaned Equipment shall be insured by the Lending Party Agency. Damage to the Loaned Equipment shall be covered by the Lending Party Agency's insurance. Any insurance that the Borrowing Partnering Agency may have is excess to that coverage provided by the Lending Party Agency and applicable only to liability to third parties arising out of the Borrowing Partnering Agency use of . the Loaned Equipment.

Scope and Limits of Insurance: Lending Partnering Agency must provide coverage with limits of liability not less than those stated below.

3. Automobile Liability and Physical Damage:

Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) \$2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

ARTICLE VI. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

Arizona Fire & Medical Authority

18818 N. Spanish Garden Drive
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief
Telephone: (623) 544-5400
Fax: (623) 544-5455
Email: MBurdick@AFMA.Az.gov

Avondale Fire & Medical Department

11465 W. Civic Center Dr.
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief
Telephone: (623) 333-6000
Fax: (623) 333-0690
Email: lrooney@avondaleaz.gov

Buckeye Fire-Medical Department

21699 W. Yuma Rd, Suite 101
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief
Telephone: (623) 349-6700
Fax: (623) 349-6750
Email: jrhoades@buckeyeaz.gov

Daisy Mountain Fire and Medical District

41018 N. Daisy Mtn Drive
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief
Telephone: (623) 456-7400
Email: brian.tobin@dmfd.org
Fax: N/A

El Mirage Fire-Medical Department

13601 N. El Mirage Rd
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief
Telephone: (623) 251-3509
Email: mlong@elmirageaz.gov

Glendale Fire Department

11550 W. Glendale Ave
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief
Telephone: (623) 930-4400
Email: rfreeburg@glendaleaz.com

Goodyear Fire Department

14455 W. Van Buren St., Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief
Telephone: (623) 882-7109
Email: Paul.Luizzi@goodyearaz.gov

Peoria Fire-Medical Department

8351 W. Cinnabar Ave
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief
Telephone: (623) 773-7279
Email: gary.bernard@peoriaaz.gov

Sun City Fire and Medical Department

18602 N. 99th Ave
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief
Telephone: (623) 974-2321
Email: schmitz@scfmd.az.gov

Surprise Fire-Medical Department

14250 W. Statler Plaza, Suite 101
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief
Telephone: (623) 222-5000
Fax: (623) 222-5001

Tolleson Fire-Medical Department

203 N. 92nd Ave
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief
Telephone: (623) 471-8914
Email: michael.young@tolleson.az.gov

2. Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Parties as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

[SIGNATURE PAGE TO FOLLOW]

ARIZONA FIRE & MEDICAL AUTHORITY

BY: _____

ITS: _____

DATE _____

ATTEST:

ARIZONA FIRE & MEDICAL AUTHORITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

AVONDALE CITY ATTORNEY

CITY OF BUCKEYE

BY: _____

ITS: _____

DATE _____

ATTEST:

BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

BUCKEYE CITY ATTORNEY

CITY OF EL MIRAGE

BY: _____

ITS: _____

DATE _____

ATTEST:

EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

EL MIRAGE CITY ATTORNEY

CITY OF GLENDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: _____

ITS: _____

DATE _____

ATTEST:

GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GOODYEAR CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY

CITY OF TOLLESON

BY: _____

ITS: _____

DATE _____

ATTEST:

TOLLESON CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

TOLLESON CITY ATTORNEY

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

SUN CITY FIRE DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

SUN CITY FIRE DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SUN CITY FIRE DISTRICT ATTORNEY

EXHIBIT A

PARTNERING AGENCIES EQUIPMENT USE LETTER

XXXX XX, 202X

Lending Partnering Agency Name
Address
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the **DATE TBD**, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a **Enter Description Here** VIN # XXXX, License # XXXX.

Term: This Equipment Use Letter is effective as of _____ and terminates on _____.

Lending Partnering Agency:

Vehicles Issued By (Print) _____ Date _____

Vehicles Issued By (Sign) _____ Date _____

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. _____(initial).

Vehicles Received By (Print) _____

Vehicles Received By (Sign) _____ Date _____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 21, 2026 Contact Person: Jennifer Cornelius
Submitting Department: Human Svcs and Comm District: Citywide
Vitality
Staff Recommendations:

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
--------------	-------------	--------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County, an amendment to the Fiscal Year 2026 Contract Awarding Authority List, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$27,300 to provide Community Action Program (CAP) services; Resolution 2026-44.

Motion:

I move to approve Resolution 2026-44.

Background:

Maricopa County and the City of Surprise entered into an Intergovernmental Agreement (IGA) in 2016 to provide Community Action Program (CAP) services to the Surprise Resource Center. On or about August 10, 2022, the parties entered into a new IGA for the term of July 1, 2022, through June 30, 2023. The parties have since executed Amendments No. 1, through No. 6, and continue to participate in the IGA to provide CAP services to the Surprise Resource Center. This agreement is in effect through June 30, 2026.

The approval of Amendment No. 7 will allow for additional grant funding in the amount of \$27,250 for salary expenses. This amendment also revises the contact information and Section 4, Paragraph 1.5 of the IGA.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to provide Community Action Program (CAP) services.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

This funding allows for additional salary expenses in the amount of \$27,250 from July 1, 2025, through June 30, 2026. All expenditures will be reimbursed on a monthly basis. A required match of 25%

annually is already budgeted within the existing Human Service & Community Vitality operating budget.

Budget Impact:

This action will require movement of budget authority in the amount of \$27,300 from General Contingency to project G51596, FY26 CAP Grant in the Grants Fund to cover the salary expenses associated with the program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Resolution 2026-44 - CAP Amendment No. 7
 2. Exhibit C - City of Surprise CAP IGA Amendment 7
 3. Exhibit D - IGA & Amendments No. 1 through No. 6
-

RESOLUTION # 2026-44

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AMENDMENT NO. 7 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE COMMUNITY ACTION PROGRAM (CAP) SERVICES, ACCEPTING GRANT FUNDING, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$27,300 FROM GENERAL CONTINGENCY TO PROJECT G51596 FY26 CAP GRANT IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST NO. 26234 BY ADDING THE FY26 CAP GRANT, G51596, IN THE AMOUNT OF \$27,300 FOR GRANT SALARIES AND EXPENSES.

WHEREAS, pursuant to Arizona Revised Statutes § 11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth therein;

WHEREAS, Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement (“IGA” or “Agreement”) on or about August 10, 2022, for the term of July 1, 2022, through June 30, 2023;

WHEREAS, the parties entered into Amendments No. 1 through No. 6 that extended the IGA and provided additional funding through Fiscal Year 2026;

WHEREAS, the parties desire to enter into Amendment No. 7 to the IGA in order to revise the agreement amount to increase the CAP services funding by \$27,250 in ARPA-SLFRF funds under ALN 21.027 for Fiscal Year 2026, revise the contact information, and revise Section 4, Paragraph 1.5;

WHEREAS, all other terms and conditions of the IGA and Amendments No. 1 through No. 6, shall remain in full force and effect except as amended by Amendment No. 7;

WHEREAS, the FY2026 budget, including the FY2026 Contract Awarding Authority List, was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; and

WHEREAS, the City of Surprise Procurement Code § 2-338(d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated herein by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated herein by reference are adopted, amending the Fiscal Year 2026 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

Section 3. The Intergovernmental Agreement Amendment No. 7 between the City of Surprise and Maricopa County, attached as *Exhibit C* and incorporated herein by reference, is approved.

Section 4. The Mayor is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2026-44
Exhibit A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$27,300 from General Contingency to project G51596 FY26 CAP due to additional grant funding awarded for CAP services administrative support at the Surprise Resource Center. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51596 FY26 CAP	E	386,100	27,300	413,400
Grants	Human Svcs and Comm Vitality	#G51596 FY26 CAP	R	386,100	27,300	413,400
Contingency	General Operations	Contingency	E	86,116,200	(27,300)	86,088,900
Contingency	General Operations	Other	R	77,404,500	(27,300)	77,377,200
Expense Total				86,502,300	-	86,502,300
Revenue Total				77,790,600	-	77,790,600

RESOLUTION # 2026-44

Exhibit B

1. Contract Awarding Authority List – Council to approve increasing an item on the Fiscal Year 2026 Contract Awarding Authority List for the FY26 CAP Grant in the amount of \$27,300 for grant salaries.

Reference #	Project Number	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26234	G51596	FY26 CAP Grant	\$390,000	\$27,300	\$417,300

RESOLUTION # 2026-44

EXHIBIT C

**AMENDMENT NO. 7 TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY**

RESOLUTION # 2026-44

EXHIBIT D

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY AND ALL PRIOR
AMENDMENTS**

**AMENDMENT NO. 7 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE**

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement"), on or about August 10, 2022. The purpose of the Agreement is for the Subrecipient to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Surprise. Funding for CAP Services is provided to the Subrecipient through an Intergovernmental Agreement (IGA) between Maricopa County and Arizona Department of Economic Security (ADES) under IGA DI25-002428 (C-22-26-011-X-00). The County and the Subrecipient collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about March 28, 2023. Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.3 was replaced in its entirety to address funded positions. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was increased to a total of \$536,250 for Fiscal Year 2023.

The Parties entered into Amendment No. 2 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$482,625 for Fiscal Year 2024.

The Parties entered into Amendment No. 3 on or about June 26, 2024. The Amendment extended the Agreement through June 20, 2025, changed the County point of contact and the Uyghur Forced Labor Prevention Act (UFLPA) provision was added to the Agreement in Section 1 (General Provisions). In Section 4 (Budget and Compensation) the Assistance Listing Number (ALN) 21.027 for the American Rescue Plan Act (ARPA) was added and the Operating Budget was revised and replaced in its entirety with a not to exceed funding amount of \$386,100 for Fiscal Year 2025.

The Parties entered into Amendment No. 4 on or about February 13, 2025. The Amendment increased funding in an amount not to exceed \$4,224 for Fiscal Year 2025. Updated County point of contact and Administrative Change Order Language. Required contract language was added to the Agreement. Incorporated Federal Award Identification Number (FAIN) and Award date into the Agreement in Section 4 (Budget and Compensation). The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$390,324 for funding period from July 1, 2024, through June 30, 2025.

The Parties entered into Amendment No. 5 on or about March 26, 2025. The Amendment increased funding by \$115,000 in American Rescue Plan Act (ARPA) State and Local

Fiscal Recovery Funds (SLFRF) under (ALN) 21.027 for Fiscal Years 2025 and 2026 to administer the ADOH Housing Stability Flex Program and extended the term of the Agreement through June 30, 2026. Section 3 (Work Statement) was revised and replaced in its entirety, and the ARPA SLFRF Federal Award Identification Number (FAIN) and Award date were incorporated into the Agreement in Section 4 (Budget and Compensation).

The Parties entered into Amendment No. 6 on or about July 2, 2025. The Amendment extended the Agreement through June 30, 2026, and retroactively from July 1, 2024, the City of Surprise is identified as "Subrecipient." The Amendment awarded funding in the amount of \$386,100 for Fiscal Year 2026 through the County's IGA with ADES for CAP services. The Agreement added paragraph Acronyms and Definitions. Section 2 (Special Provisions), Paragraph 4.0 (System for Award Management) was revised to add subparagraph 4.4. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced to reflect \$386,100 in CAP funding for the budget period July 1, 2025, through June 30, 2026, combined with ARPA funding awarded in Amendment 5 in the amount of \$115,000, for a budget total of \$501,100. The County and the Subrecipient collectively are referred to as the "Parties."

II. The Parties agree to enter into this Amendment No. 7 to amend the Agreement as follows:

- A. Revise the Agreement amount to increase the CAP services funding by \$27,250 in ARPA-SLFRF funds under ALN 21.027, for Fiscal Year 2026 (FY26), funds to be fully expended by June 30, 2026.
- B. Revise the Maricopa County Representative name and contract information and replace it with the following:

Maricopa County Representative:
Human Services Department
Community Resilience Division
Chela Schuster
Assistant Director Senior Services and Community Resilience
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-283-8981
chela.schuster@maricopa.gov

- C. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by removing it in its entirety and replacing it with the attached Operating Budget, Fiscal Year 2026 CAP Services Operating Budget, herein incorporated by reference.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 7. The Agreement is amended to incorporate the changes contained in this Amendment No. 7. All other terms and conditions of the Agreement remain the same and in full force and effect as executed by the Parties. This Amendment No. 7 is subject to and incorporates the provisions of A.R.S. § 38-511.

- IV. The Parties have authorized the undersigned to execute this Amendment No. 7, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 7:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Kevin D. Sartor, Mayor Date

Kate Brophy McGee Date
Chair, Board of Supervisors

Attested To:

Attested To:

City Clerk Date

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 7 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 SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 7 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:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

Fiscal Year 2026 Operating Budget*			
City of Surprise Operating Budget – CAP Services			
Contract Period	July 1st, 2025, through June 30th, 2026		
Funding			
County Funds	\$413,350		
Cash Match Contributions	\$145,725		
	\$559,075		
Budget Category	Current Direct Cost	Administration Cost	Total Cost
Personnel	\$404,475	\$0	\$404,475
ERE	\$154,600	\$0	\$154,600
P & O Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Space	\$0	\$0	\$0
Materials & Supplies	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0
Total Expenses	\$559,075	\$0	\$559,075

*Budget modifications among line-item expenditure categories totaling less than 25 percent of the total budget amount can be authorized through prior written approval by the program manager.

ADOH Housing Stability Flex Program Budget**

ITEMIZED SERVICE BUDGET					
CONTRACT SERVICE: ADOH Housing Insecurity Flex Funds					
CONTRACT PERIOD: 04/01/2025 to 6/30/2026					
		*D = % Direct Service Functions	*A = %10 Administrative Functions		
I PERSONNEL	Total FTE's dedicated to this contract:	1.00	\$ 66,500	\$0	TOTAL: \$66,500
II EMPLOYEE RELATED EXPENSES		\$ 40,000	\$0	TOTAL:	\$40,000
III PROFESSIONAL AND OUTSIDE SERVICES		\$0			\$0
IV TRAVEL		\$ 1,500	\$0	TOTAL:	\$1,500
V SPACE		\$0			\$0
VI MATERIALS AND SUPPLIES		\$ 5,500	\$0	TOTAL:	\$5,500
VII OPERATING SERVICES		\$ 1,500	\$0	TOTAL:	\$1,500
		TOTAL COST for Direct Service	TOTAL COST for Administrative Service	Proposed Cost to MCHSD	
		\$ 115,000	\$0	\$115,000	

**Funding period of availability is April 1st through June 30, 2026, there is no cash match contribution requirement.

**INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE**

Agreement Number: C-22-22-110-X-00

Agreement Amount: \$474,375

Agreement Start Date: July 1, 2022

Agreement Termination Date: June 30, 2023

UEI #: CNDLLN6WTTE3

This Intergovernmental Agreement ("Agreement") is entered into between the City of Surprise ("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:
Cathy Chiang, Assistant Director
Community Services Division
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4206
cathy.chiang@maricopa.gov

Contractor Representative:
Seth Dyson, Human Service & Community
Vitality Director
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
623-222-1620
Seth.Dyson@surpriseaz.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 SURPRISE

 8-2-2022
Skip Hall
Mayor Date

APPROVED BY:

MARICOPA COUNTY

 AUG 10 2022
Bill Gates, Chairman
Board of Supervisors Date

Attested to:

 8-2-2022
Shary Ann Aguilar
City Clerk Date

Attested to:

 AUG 10 2022
Juanita Garza
Clerk, Board of Supervisors 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 SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

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:

 8/1/22
Attorney for the Contractor Date

APPROVED AS TO FORM:

 8/8/22
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 to include the following cities, towns, and unincorporated areas: Surprise, El Mirage, Wittman, Waddell, Sun City, and Sun City West. 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, unless terminated earlier in accordance with 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 one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of the 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 Parties 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 one Party from the 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 pursuant to 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 reasonably deems and has evidence to show 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 or 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 Parties 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 of competent jurisdiction 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

Each Party's acceptance of the other Party'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 Agreement.

19.2 The County may make an equitable adjustment in the delivery schedule and/or Agreement price, and the Agreement 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 agreement 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

Each Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the other Party or any and all of their respective agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall either Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the other Party 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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 24 shall survive termination of this Agreement.

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 \$2,000,000.00 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 statutes, 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 Parties understand 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 Parties' 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 or the Contractor. This provision establishes the Parties' obligation regarding such information.

35.2 The Parties shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the other Party or from others in carrying out their respective 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 Parties' 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, a Party determines that the procedures and controls in place are not adequate, the other Party 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 a Party for proprietary or confidential information related to the other Party shall be referred to the other Party 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 each Party 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 4.0 (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.isf>

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 Agreement.

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 Agreement.

- 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 agreement 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 Agreement, 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 Agreement.
- 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 Agreement.
- 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 Agreement 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 Agreement. 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 Agreement performance.

7.1.2 To the extent A.R.S. § 46-141 is applicable to Agreement performance or the services provided under the Agreement, 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 Agreement 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 The Parties 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 Agreement 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 Agreement 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 Agreement programs, services and activities;
- 8.1.8 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of Agreement 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 within 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 Agreement 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 Agreement.
 - 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 impeding 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 6.5 full-time equivalent (FTE) positions to include 5.5 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 5 full-time equivalent (FTE) positions to include 4 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 Agreement 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 Agreement, the County may amend, suspend, decrease, or terminate its obligations under or in connection with the Agreement. 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 Agreement. 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 Agreement 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 Agreement budget will require a formal amendment as listed in Section 1 (General Provisions), Paragraph 4.0 (Amendments).

1.5 Operating Budget

**City of Surprise
Operating Budget**

Contract Operating Period: July 1, 2022 through December 31, 2022

Service: Community Action Program (CAP) Client Services

Funding Sources

*County	\$268,125
Cash Match Contribution	\$59,900
Total Funding	\$328,025

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$316,125	\$0	\$316,125
Travel	\$5,500	\$0	\$5,500
Materials & Supplies	\$6,000	\$0	\$6,000
Operating Services	\$400	\$0	\$400
Total Expenses			\$328,025

*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 Surprise
Operating Budget**

Contract Operating Period: January 1, 2023 through June 30, 2023

Service: Community Action Program (CAP) Client Services

Funding Sources

*County	\$206,250
Cash Match Contribution	\$59,200
Total Funding	\$265,450

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$259,950	\$0	\$259,950
Travel	\$0	\$0	\$0
Materials & Supplies	\$5,300	\$0	\$5,300
Operating Services	\$200	\$0	\$200
Total Expenses			\$265,450

*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

AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include Crisis Case Management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency. The Contractor shall provide services in Surprise and surrounding areas. The Agreement term is the term of July 1, 2022, through June 30, 2023. The County provided the Contractor with \$474,375 for the CAP service activities. The County and the Contractor collectively are referred to as the "Parties."
- II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:
- A. Revise Section 4 (Budget and Compensation), paragraph 1.2 (Funding), subparagraph 1.2.3 by removing in its entirety and replacing with the following:
- 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 6.5 full-time equivalent (FTE) positions to include 5.5 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 6.5 full-time equivalent (FTE) positions to include 5.5 Client Services Specialist and 1 Quality Assurance Specialist
- B. Revise Section 4 (Budget and Compensation), paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the following Operating Budgets. The County shall provide the Contractor with increase funding in the amount of \$268,125 for the period of January 1, 2023, through June 30, 2023. The Agreement amount is now increased to a total of \$536,250.

**City of Surprise
Operating Budget**

Contract Operating Period: July 1, 2022 through December 31, 2022

Service: Community Action Program (CAP) Client Services

Funding Sources

*County	\$268,125
Cash Match Contribution	\$59,900
Total Funding	\$328,025

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$316,125	\$0	\$316,125
Travel	\$5,500	\$0	\$5,500
Materials & Supplies	\$6,000	\$0	\$6,000
Operating Services	\$400	\$0	\$400
Total Expenses			\$328,025

*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 Surprise
Operating Budget**

Contract Operating Period: January 1, 2023 through June 30, 2023
Service: Community Action Program (CAP) Client Services

Funding Sources

*County	\$268,125
Cash Match Contribution	\$63,802
Total Funding	\$331,927

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$330,927	\$0	\$330,927
Travel	\$0	\$0	\$0
Materials & Supplies	\$1,000	\$0	\$1,000
Operating Services	\$0	\$0	\$0
Total Expenses			\$331,927

*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.

- III. Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as amended by previous amendments.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf.
- V. This Amendment No. 1 shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
CITY OF SURPRISE

[Signature] 3/10/23
Mayor Date

APPROVED BY:
MARICOPA COUNTY

[Signature] MAR 28 2023
Chairman, Board of Supervisors Date

Attested To:

[Signature] 3-7-2023
City Clerk Date

Attested To:

[Signature] MAR 28 2023
Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 1 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 SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: [Signature] 3/7/23
Attorney for the City Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 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:

BY: [Signature] 3/27/23
Deputy County Attorney Date

AMENDMENT NO. 2 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include Crisis Case Management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency. The Contractor shall provide services in Surprise and surrounding areas. The Agreement term is the term of July 1, 2022, through June 30, 2023. The County provided the Contractor with \$474,375 for the CAP service activities. The County and the Contractor collectively are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about March 1, 2023. The Amendment revised Section 4 (Budget and Compensation), Paragraph 1.2 (Funding) to address the funded positions and Paragraph 1.5 (Operating Budget), which revised the Agreement budget. The County provided an increase in the funding amount to \$268,125. The period of funding availability is January 1, 2023, through June 30, 2023. The Agreement total amount is now increased to \$536,250 for fiscal year 2023.

- II. The Parties agree to enter into this Amendment No. 2 to amend the Agreement as follows:

- A. Extend the Agreement term from July 1, 2023, through June 30, 2024.
- B. Revise Section 3 (Work Statement), by removing in its entirety and replacing with the following:

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-supportive.

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 Services shall include the delivery of crisis services, internal/external program navigation, and program referrals intended to assist in the stabilization of immediate/emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/underemployed.

Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

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 Clients seeking assistance will apply via HSD Dynamics client portal and will be placed in a queue based on an assigned priority level.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CSD Policy & Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.4 MCHSD/CSD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.2 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) and Low-Income Household Water Assistance Program (LIHWAP) Services:

2.2.1.1 Contractor shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.

2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.

2.2.1.1.3 Scanning and uploading required documents, if needed.

2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.

2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com)

2.2.1.2 LIHEAP Life-Threatening Crisis Requirements:

2.2.1.2.1 Contractor shall provide the following assistance:

2.2.1.2.1.1 Upon phone/email notification from ADES, initiate a wellness call or check within eighteen (18) hours.

2.2.1.2.1.2 Confirm that the Client is facing Life-Threatening Crisis

2.2.1.2.1.3 Refer Clients to weatherization services for items such as portable heaters, air conditioners, or other necessities if it is determined action is needed.

2.2.1.2.1.4 Assists clients with application and indicate on Client's application the Life-Threatening Crisis needed

2.2.2 Navigation to Maricopa Human Services (MCHSD) Programs:

2.2.2.1 Contractor shall navigate to the Community Services Division (CSD) Empowerment Pathway Program.

2.2.2.2 CSD Client Service Specialist shall assess the needs of the household and connect the Client to the following MCHSD divisional (neighborhood) program services:

- 2.2.2.2.1 Early Education Division (EED) nutritionist, childcare, and early education services
 - 2.2.2.2.2 Senior Adult Services Division (SASD) case management services
 - 2.2.2.2.3 Workforce Development Division (WDD) employment and occupational skills training related services
 - 2.2.2.2.4 Homeless Services
 - 2.2.2.3 Navigation to Internal Program Services
 - 2.2.2.3.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2023, to be approved by MCHSD. The logic model shall provide the following information for each program service:
 - 2.2.2.3.1.1 Community need
 - 2.2.2.3.1.2 Anticipated program outcome(s)
 - 2.2.2.3.1.3 Description of program service
 - 2.2.2.3.1.4 Projected number of individuals/ households to be served
 - 2.2.2.3.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s);
 - 2.2.2.3.1.6 Data collection methodology
 - 2.2.2.4 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Contractor's logic model.
 - 2.2.2.4.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.
- 2.3 Information and Referrals
- 2.3.1 Contractor shall provide information and referrals to include but not limited to the following:
 - 2.3.1.1 SOLARI (formerly known as AZ 211) crisis case management services
 - 2.3.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.
 - 2.3.1.3 Child support enforcement services for clients who are custodial parents in single parent households.
 - 2.3.1.4 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;
 - 2.3.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.
 - 2.3.1.6 ADOH Mortgage Assistance Program

2.4 Service Requirements

2.4.1 MCHSD Crisis 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 within 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 in Dynamics.

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 ten (10) applications per week, which may include a combination of a rent and utility program application;

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 submitted service authorizations;
- 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 Navigation Services

- 2.4.2.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP/ LIHWAP services or internal program services.
- 2.4.2.2 Contractor shall ensure that all eligible clients seeking crisis services will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP and LIHWAP services.
- 2.4.2.3 Contractor shall provide navigation services as it relates to MCHSD and Internal Program services, to a minimum of 50% of the clients that have been dispositioned in the HSD Dynamic queue.
- 2.4.2.4 Contractor shall document all navigation services in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.
- 2.4.2.5 Navigation services shall be reported in the MCHSD/CSD quarterly ROMA reports.
- 2.4.2.6 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.4.3 Information and Referrals

- 2.4.3.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.
- 2.4.3.2 Contractor shall document all referrals in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.
- 2.4.3.3 Information regarding program referrals shall be reported in the MCHSD/CSD quarterly ROMA reports.

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.

2.6.1.4.2 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

open the recruitment to 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 impeding 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.
 - 2.11.2.11 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.
 - 2.11.2.12 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.

2.11.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.2.14 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.

2.11.3 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.
- C. Revise Section 4 (Budget and Compensation), paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the following Operating Budgets. The County shall provide the Contractor with a not to exceed amount of \$482,625 for the period of July 1, 2023, through June 30, 2024, fiscal year 2024. Unexpended funds from fiscal year 2023 shall not be available for expenditures in the fiscal year 2024.
- III. Section II above contains all the changes made by this Amendment No. 2. All other terms and conditions of the Agreement remain in full force and effect as amended by previous amendments.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 2 on their behalf.
- V. This Amendment No. 2 shall be effective upon approval and signature by both Parties.

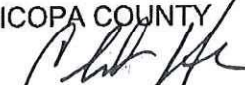
[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

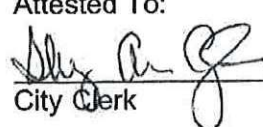
APPROVED BY:
CITY OF SURPRISE

 6/20/23
Mayor Date

APPROVED BY:
MARICOPA COUNTY

 JUN 28 2023
Clint Hickman, Chairman, Date
Board of Supervisors

Attested To:

 6-20-2023
City Clerk Date

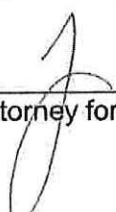
Attested To:

 JUN 28 2023
Clerk of the Board Date

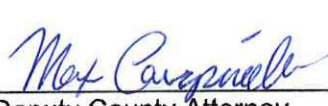
IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 2 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:

BY:  6/20/23
Attorney for the City Date

APPROVED AS TO FORM:

BY:  6/23/2023
Deputy County Attorney Date

City of Surprise
Operating Budget
FY2024

City of Surprise Operating Budget - CAP Services

Contract Period	July 1st, 2023, through December 31st, 2023,
Funding	
County Funds	\$268,125
Cash Match Contributions	<u>\$77,611</u>
	\$345,736

Budget Category	Direct Cost	Administration Cost	Total Cost
Personnel	\$265,732	\$0	\$265,732
ERE	\$69,904	\$0	\$69,904
Travel	\$8,000	\$0	\$8,000
Materials & Supplies	<u>\$2,100</u>	<u>\$0</u>	<u>\$2,100</u>
Total Expenses	\$345,736	\$0.00	\$345,736

City of Surprise
Operating Budget
FY2024

City of Surprise Operating Budget - CAP Services

Contract Period	January 1st, 2024, through June 30th, 2024,		
Funding			
County Funds	\$214,500		
Cash Match Contributions	\$76,711		
	\$291,211		
Budget Category	Direct Cost	Administration Cost	Total Cost
Personnel	\$230,384	\$0	\$230,384
ERE	\$60,827	\$0	\$60,827
Total Expenses	\$291,211	\$0.00	\$291,211

EXHIBIT 1`
MHSD Logic Model Template



ROMA Logic Model – Family Level
National Community Action Network Theory of Change
Community Action Goal 1: Individuals and families with low incomes are stable and achieve economic security.

Agency: _____

Need	Outcome	Service	Projected Indicator	Measurement Tool	Data Procedures	Frequency
	<i>General statement of results expected</i>		<i># to achieve/ # to be served' time frame</i>			<i>Data collection and reporting</i>
				Output Tool:	Who does it?	Data Collection
				Outcome Tool:	What is the process?	Data Reporting
					Where is data stored?	
Mission:						

**AMENDMENT NO. 3 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE**

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Surprise. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about March 28, 2023. Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.3 was replaced in its entirety to address funded positions. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was increased to a total of \$536,250 for Fiscal Year 2023.

The Parties entered into Amendment No. 2 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed amount of \$482,625 for Fiscal Year 2024.

- II. The Parties agree to enter into this Amendment No. 3 to amend the Agreement as follows:
- A. Extend the Agreement term from July 1, 2024, through June 30, 2025.
 - B. Revise the Maricopa County Representative name and contact information and replace it with the following:

Maricopa County Representative:
Human Services Department
Community Resilience Division
TJ Reed, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov

- C. Revise Section 1 (General Provisions) to add the following Paragraphs to the Agreement:

57.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

57.1 The Contractor warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

57.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China

57.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

57.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

57.2 If the Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the County of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

- D. Revise Section 3 (Work Statement), by removing in its entirety and replacing with the following:

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 Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD 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-supportive.

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 Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed.

Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

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 Clients seeking assistance will apply via HSD Dynamics client portal and will be placed in a queue based on an assigned priority level.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy & Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.2 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Contractor shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.

2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.

2.2.1.1.3 Scanning and uploading required documents, if needed.

- 2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
 - 2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com)
 - 2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Crisis Assistance Applicants.
 - 2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.
- 2.2.2 Navigation to Maricopa Human Services (MCHSD) Programs
- 2.2.2.1 Contractor shall navigate to the Community Resilience Division (CRD) Empowerment Pathway Program.
 - 2.2.2.2 CRD Client Service Specialist shall assess the needs of the household and connect the Client to the following MCHSD divisional (neighborhood) program services:
 - 2.2.2.2.1 Early Education Division (EED) nutritionist, childcare, and early education services
 - 2.2.2.2.2 Senior Adult Services Division (SASD) case management services
 - 2.2.2.2.3 Workforce Development Division (WDD) employment and occupational skills training related services
 - 2.2.2.2.4 CRD Homeless Services
 - 2.2.2.2.5 Housing and Community Development Division (HCD) emergency home repair services
 - 2.2.2.3 Navigation to Internal Program Services
 - 2.2.2.3.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2024, to be approved by MCHSD. The logic model shall provide the following information for each program service:
 - 2.2.2.3.1.1 Community need
 - 2.2.2.3.1.2 Anticipated program outcome(s)
 - 2.2.2.3.1.3 Description of program service

2.2.2.3.1.4 Projected number of individuals/ households to be served

2.2.2.3.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s);

2.2.2.3.1.6 Data collection methodology

2.2.2.4 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Contractor's logic model.

2.2.2.4.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.3 Information and Referrals

2.3.1 Contractor shall provide information and referrals to include but not limited to the following:

2.3.1.1 SOLARI (formerly known as AZ 211) crisis case management services

2.3.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.3 Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.4 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;

2.3.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.4 Service Requirements

2.4.1 MCHSD Crisis 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/CRD Policy & Procedure Program Manual;

2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics within 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 each household member to determine if they have received previous assistance.
- 2.4.1.2.8 Research and enter vendor/provider information in Dynamics.
- 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 will assign and disposition twenty (20) program applications per week, to Client Services Specialist;
 - 2.4.1.3.1.1 If Contractor receives less than twenty (20) program applications in the week, 100% of the applications shall be assign and dispositioned.
 - 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;
- 2.4.1.4 Contractor shall adhere to the following:
 - 2.4.1.4.1 Use the MCHSD/CRD 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/CRD 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 submitted service authorizations;

- 2.4.1.4.7 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date;
- 2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CRD.

2.4.2 Navigation Services

- 2.4.2.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.
- 2.4.2.2 Contractor shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.
- 2.4.2.3 Contractor shall provide navigation services as it relates to MCHSD and Internal Program services to clients that have been dispositioned in the HSD Dynamic queue.
- 2.4.2.4 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.
- 2.4.2.5 Navigation services shall be reported in the MCHSD/CRD quarterly ROMA reports.
- 2.4.2.6 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.4.3 Information and Referrals

- 2.4.3.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.
- 2.4.3.2 Contractor shall document all referrals in HSD Dynamics, in accordance with the MCHSD/CRD Policy and Procedure Manual.
- 2.4.3.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

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 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

- 2.5.1.4 Online job search and submission of application/resume; and/or
 - 2.5.1.5 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.
 - 2.6.1.4.2 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/CRD upon request from Contractor.
 - 2.7.2 Contractor shall provide MCHSD/CRD 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/CRD 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 open the recruitment to 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 impeding 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 ensure that a designated staff member participates in CAP meetings, as scheduled.

2.10 Cooperation in Strategic Planning and Community Needs Assessment:

2.10.1 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.

2.11 Training and Technical Assistance

2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:

2.11.1.1 MCHSD/CRDCRD Policy & Procedure Program Manual;

2.11.1.2 MCHSD funded financial assistance services;

2.11.1.3 Use of HSD Dynamics;

2.11.1.4 Reports and forms, as required;

2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;

2.11.1.6 Trauma Informed Care

2.11.1.7 Motivational Interviewing

- 2.11.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
- 2.11.1.9 Review of program monitoring findings; and
- 2.11.1.10 Other training and technical assistance as needed/required.

2.12 Limited English Proficiency

2.12.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

2.12.2 Applicable Program Rules and Regulations:

2.12.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:

2.12.2.2 COATS Human Services Reauthorization Act of 1998;

2.12.2.3 2 CFR 200 Uniform Administrative Requirements;

2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;

2.12.2.5 Stewart B. McKinney Homeless Assistance Act;

2.12.2.6 ARS §46-241-State Short Term Crisis Services;

2.12.2.7 ARS §46-731-Utility Assistance;

2.12.2.8 ARS §46-741-Neighbors Helping Neighbors;

2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and

2.12.2.10 ARS §§1-501-1-502, regarding eligibility for federal, state, or local public benefits.

2.12.2.11 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.

2.12.2.12 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.

2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

- 2.12.2.14 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.
 - 2.12.3 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.
 - 2.13 MCHSD Grievance Procedures
 - 2.13.1 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.
 - 2.13.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CRDCRD.
 - 2.13.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CRDCRD Policy & Procedure Program Manual
 - 2.14 Pandemic Award Performance
 - 2.14.1 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.
 - 2.14.2 The pandemic performance plan shall include:
 - 2.14.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.
 - 2.14.2.2 Alternative methods to ensure services are available.
 - 2.14.2.3 An up-to-date list of Contractor contacts and organizational chart.
 - 2.14.2.4 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:
 - 2.14.2.5 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.

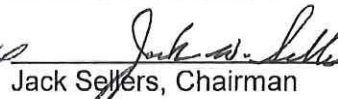
- 2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.
- 2.14.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.
- E. Revise Section 4 (Budget and Compensation), Paragraph 1.0 (Budget), Subparagraph 1.2.4 (Funding), by adding Assistance Listing Number (ALN) 21.027 American Rescue Plan Act (ARPA) as a source of funding. The ARPA ALN is an existing source of funding in the Agreement.
- F. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Contractor with a not to exceed amount of \$386,100 for the period of July 1, 2024, through June 30, 2025, Fiscal Year 2025. Unexpended funds from Fiscal Year 2024 shall not be available for expenditures in Fiscal Year 2025.
- III. Under A.R.S. §38-511, the Parties may cancel this Agreement without penalty of 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 is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
- IV. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.
- V. The above contains all the changes to the Agreement made by this Amendment No. 3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.
- VI. The Parties have authorized the undersigned to execute this Amendment No. 3, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

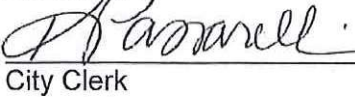
APPROVED BY:
CITY OF SURPRISE

 6/26/24
Mayor Date

APPROVED BY:
MARICOPA COUNTY

 JUN 26 2024
Jack Sellers, Chairman Date
Board of Supervisors

Attested To:

 6/24/2024
City Clerk Date

Attested To:

 JUN 26 2024
Juanita Garza, ~~Amy Lopez~~,
Deputy Clerk of the Board Date

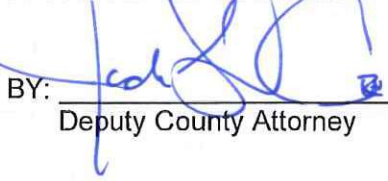
IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 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:

BY:  6/18/24
Attorney for the City Date

APPROVED AS TO FORM:

BY:  6/26/24
Deputy County Attorney Date

City of Surprise Operating Budget – CAP Services

Contract Period	July 1st, 2024, through June 30th, 2025
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Funding	
County Funds	\$386,100
Cash Match Contributions	\$106,660
	\$492,760

Budget Category	Direct Cost	Administration Cost	Total Cost
Total Expenses	\$492,760	\$0	\$492,760

**AMENDMENT NO. 4 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE**

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Surprise. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about March 28, 2023. Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.3 was replaced in its entirety to address funded positions. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was increased to a total of \$536,250 for Fiscal Year 2023.

The Parties entered into Amendment No. 2 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$482,625 for Fiscal Year 2024.

The Parties entered into Amendment No.3 on or about June 26, 2024. The Amendment extended the Agreement through June 20, 2025, changed the County point of contact and the Uyghur Forced Labor Prevention Act (UFLPA) provision was added to the Agreement in Section 1 (General Provisions). In Section 4 (Budget and Compensation) the Assistance Listing Number (ALN) 21.027 for the American Rescue Plan Act (ARPA) was added and the Operating Budget was revised and replaced in its entirety with a not to exceed funding amount of \$386,100 for Fiscal Year 2025.

- II. The Parties agree to enter into this Amendment No. 4 to amend the Agreement as follows:

- A. Increase funding in an amount not to exceed \$4,224 for a new Fiscal Year 2025 funding total of \$390,324. Funding will be provided by County General Funds and the following ALNs:

93.569 (Community Services Block Grant)
93.568 (Low Income Home Energy Assistance Program)
21.027 (Coronavirus State and Local Fiscal Recovery Funds)

- B. Revise the Maricopa County Representative name and contact information and replace it with the following:

Maricopa County Representative:
Human Services Department

Community Resilience Division
Siman Qassim, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
siman.qaasim@maricopa.gov

- C. Revise Paragraph 6.0 (Administrative Change Orders) by removing in its entirety and replacing with the following:

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 review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

- 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/or
- 6.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

- D. Add the following Paragraph to the Agreement:

58.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

- E. Incorporate Federal Award Identification Number (FAIN) and Award Date into the Agreement by adding the following to Section 4 (Budget and Compensation), Paragraph 1.0 (Budget), Subparagraph 1.2.4 (Funding):

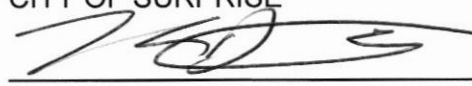
FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021

- F. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by removing it in its entirety and replacing with the attached Operating Budget. The County shall provide the Contractor with a not to exceed amount of \$390,324 for the period of July 1, 2024, through June 30, 2025, Fiscal Year 2025. Unexpended funds from Fiscal Year 2024 shall not be available for expenditures in Fiscal Year 2025.

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 4. The Agreement is amended to incorporate the changes contained in this Amendment No. 4. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 4 is subject to and incorporates the provisions of A.R.S. § 38-511.
- 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.

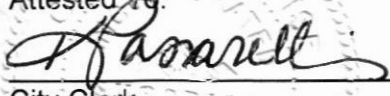
IN WITNESS, the Parties have approved and signed this Amendment No. 4:

APPROVED BY:
CITY OF SURPRISE



Mayor Date 2/5/25

Attested To:



City Clerk Date 2/5/25

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., 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 SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: 

Attorney for the City Date 2-4-25

APPROVED BY:
MARICOPA COUNTY

Chairman Date
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:

BY: _____
Deputy County Attorney Date

City of Surprise Operating Budget – Community Action Program (CAP) Services			
Contract Period		July 1st, 2024, through June 30th, 2025	
Budget Category	Amendment 3 Funding	Revised Amount	New Budget Total
County Funds	\$386,100	\$4,224	\$390,324
Cash Match Contributions	\$106,660	\$1,004	\$107,664
Total	\$492,760	\$5,228	\$497,988

**AMENDMENT NO. 5 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE**

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Surprise. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about March 28, 2023. Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.3 was replaced in its entirety to address funded positions. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was increased to a total of \$536,250 for Fiscal Year 2023.

The Parties entered into Amendment No. 2 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$482,625 for Fiscal Year 2024.

The Parties entered into Amendment No. 3 on or about June 26, 2024. The Amendment extended the Agreement through June 20, 2025, changed the County point of contact and the Uyghur Forced Labor Prevention Act (UFLPA) provision was added to the Agreement in Section 1 (General Provisions). In Section 4 (Budget and Compensation) the Assistance Listing Number (ALN) 21.027 for the American Rescue Plan Act (ARPA) was added and the Operating Budget was revised and replaced in its entirety with a not to exceed funding amount of \$386,100 for Fiscal Year 2025.

The Parties entered into Amendment No. 4 on or about February 13, 2025. The Amendment increased funding in an amount not to exceed \$4,224 for Fiscal Year 2025. Updated County point of contact and Administrative Change Order Language. Required contract language was added to the Agreement. Incorporated Federal Award Identification Number (FAIN) and Award date into the Agreement in Section 4 (Budget and Compensation). The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$390,324 for funding period from July 1, 2024, through June 30, 2025.

II. The Parties agree to enter into this Amendment No. 5 to amend the Agreement as follows:

- A. Extend the Agreement term from July 1, 2025, through June 30, 2026.
- B. Increase the Agreement funding by an amount not to exceed \$115,000 in American Rescue Plan Act (ARPA) State and Local Fiscal Recovery funds (SLFRF) under (ALN) 21.027 to support the ADOH Housing Stability Flex Program. The funding reimbursement period for the ADOH Housing Stability Flex Program is 4/01/2025 through 6/30/2026. The funding period of availability for the FY25 Operating budget CAP Services (which excludes the ADOH Housing Stability Flex Program) remains unchanged and expires June 30, 2025.
- C. Revise Section 3 (Work Statement), by removing it in entirety and replacing it with the following:

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 Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD 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-supportive.

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 Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed. Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

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 Clients seeking assistance will apply via HSD Dynamics client portal and will be placed in a queue based on an assigned priority level.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy & Procedure Program Manual.

- 2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through HSD Dynamics.
- 2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.
- 2.1.5 Available Financial Assistance Services shall include the following:
 - 2.1.5.1 Utility Assistance
 - 2.1.5.1.1 Utility payments and deposits for heating and cooling;
 - 2.1.5.1.2 Rental assistance where utility payment is included in rent.
 - 2.1.5.2 Rental Assistance
 - 2.1.5.2.1 Rental assistance to prevent eviction; and
 - 2.1.5.2.2 Move in assistance to include rental deposits and first month rent.
- 2.1.6 MCHSD Crisis Financial Assistance Service Requirements
 - 2.1.6.1 Contractor shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients that apply in person with a paper application or needing assistance applying online.
 - 2.1.6.2 On-site application process shall include the following:
 - 2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;
 - 2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy & Procedure Program Manual;
 - 2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours of receipt;
 - 2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics;
 - 2.1.6.2.5 Create an application in HSD Dynamics, as well as the program application (s) the client is eligible for;
 - 2.1.6.2.6 Upload eligibility documents in HSD Dynamics;
 - 2.1.6.2.7 Research each household member to determine if they have received previous assistance; and
 - 2.1.6.2.8 Research and enter vendor/provider information in Dynamics.
 - 2.1.6.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:

- 2.1.6.3.1 Contractor will assign and disposition twenty (20) program applications per week, to Client Services Specialist;
 - 2.1.6.3.1.1 If Contractor receives less than twenty (20) program applications in the week, 100% of the applications shall be assigned and dispositioned.
- 2.1.6.3.2 Upload eligibility documents in HSD Dynamics; and
- 2.1.6.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation.
- 2.1.6.4 Contractor shall adhere to the following:
 - 2.1.6.4.1 Use the MCHSD/CRD Policy & Procedure Program Manual, as amended, in the provision of services;
 - 2.1.6.4.2 Document all services provided and supported by County funds in HSD Dynamics;
 - 2.1.6.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date;
 - 2.1.6.4.4 Document client's program involvement and progress in the required case note/timeline section of HSD Dynamics per the MCHSD/CRD Policy and Procedure Program Manual;
 - 2.1.6.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;
 - 2.1.6.4.6 Conduct quality assurance review and ensure controls on all submitted service authorizations per MCHSD/CRD Policy and Procedure Program Manual;
 - 2.1.6.4.7 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date; and
 - 2.1.6.4.8 Maintain funds depletion patterns as required by MCHSD/CRD.

2.2 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Contractor shall provide application assistance which may include the following:

- 2.2.1.1.1 Answering questions about program eligibility and the application process.
- 2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.
- 2.2.1.1.3 Scanning and uploading required documents, if needed.
- 2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
- 2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com).
- 2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Life Threatening Crisis Assistance Applicants.
- 2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.2 Navigation to Internal Program Services

2.2.1.2.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2025, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.1.2.1.1 Community need

2.2.1.2.1.2 Anticipated
program
outcome(s)

2.2.1.2.1.3 Description of program
service

2.2.1.2.1.4 Projected number of
individuals/ households to be
served

2.2.1.2.1.5 Projected number of
individuals/ households who
will achieve anticipated
program outcome(s)

2.2.1.2.1.6 Data collection methodology

2.2.1.2.2 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program

outcomes as it relates to the outcomes identified in the Contractor's logic model.

2.2.1.2.2.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.2.1.3 Navigation Service Requirements

2.2.1.3.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Contractor shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Contractor shall provide navigation services as it relates to Internal Program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/CRD quarterly ROMA reports.

2.2.1.7 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.3 **Information and Referrals**

2.3.1 Contractor shall provide information and referrals to include but not limited to the following:

2.3.1.1 SOLARI (formerly known as AZ 211) crisis case management services.

2.3.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.3 DES Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.4 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

2.3.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.3.2 Information and Referrals Service Requirements

- 2.3.2.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.
- 2.3.2.2 Contractor shall document all referrals in HSD Dynamics and follow referral procedures in accordance with the MCHSD/CRD Policy and Procedure Manual.
- 2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

2.4 **Housing Stability Flex Program**

The Housing Stability Flex Program expands existing housing stability services to qualified clients for the purpose of eliminating barriers for those “at risk” of homelessness and can maintain housing after the “one-time” assistance. Services include the delivery of “one-time” financial assistance and referral, case management, and follow up contact.

2.4.1 Financial Assistance

2.4.1.1 Contractor shall assess and triage eligible resources using funding as an option of last resort, or to meet participant's immediate need that other funding sources are unable to cover.

2.4.1.2 The use of these funds is limited to a one-time payment of no more than \$3,000 paid on behalf of the participant who was determined program suitable with an ability to maintain housing after the one-time financial assistance utilizing an eligible financial resource. Program shall not to be used for ongoing assistance.

2.4.2 Case Management

2.4.2.1 Contractor shall determine eligibility, program suitability, and assess participants for the program. Develop a case plan with the client to include goals that focus on the household's ability to maintain a lease and address barriers to housing retention, including maximizing their ability to pay rent; improving understanding of landlord/tenant rights and responsibilities; and addressing other issues that have, in the past, resulted in housing crisis or housing loss.

2.4.2.2 Contractor shall maintain an updated list of community resources and low-income housing assistance programs (and their eligibility requirements) to which participants can be referred.

2.4.2.3 Referrals will be made to appropriate community and mainstream resources, including, but not limited to income supplements/benefits (TANF, Food Stamps/SNAP, etc.), non-cash supports (healthcare, food supports, etc.), legal assistance, credit counseling, and subsidized childcare.

- 2.4.2.3.1 Contractor shall follow up with client regarding the outcome of the referrals.
- 2.4.3 Post Financial Assistance Follow-up Services
 - 2.4.3.1 Contractor shall conduct follow up contact with participants following the delivery of the one-time financial assistance to determine participant's housing status, impact of funding, and the need for additional connections to other program resources outside of the one-time payment assistance.
 - 2.4.3.2 Contractor shall assess the participant's housing status and document progress utilizing the case plan at 3, 6, and 12 months and update Dynamics as outlined in the MCHSD/CRD Policy and Procedure Program Manual.
 - 2.4.3.3 Follow up contact shall be conducted based on the client's preferred method of contact. Contact may be provided via text, in person, virtual, and/ or telephonic.
- 2.4.4 Housing Stability Flex Program Service Requirements
 - 2.4.4.1 Contractor shall provide program related financial assistance services to a minimum of 90 qualified clients for the timeframe of April 1, 2025, to December 31, 2025.
 - 2.4.4.2 Qualified clients shall have a household income at or below 80% Average Median Income (AMI) and meet the following criteria per MCHSD/ CRD Policy and Procedures Handbook:
 - 2.4.4.2.1 Client must be a U.S. Citizen or meet Qualified Noncitizen Immigrant status;
 - 2.4.4.2.2 Client is a current renter or residing in a temporary shelter through evidence of participation in a housing assistance program;
 - 2.4.4.2.3 Client must demonstrate the household is experiencing or expects to experience a crisis;
 - 2.4.4.2.4 Client's household is determined to be at risk of homelessness; and
 - 2.4.4.2.5 Client is able to demonstrate the household's ability to maintain housing after receiving one-time financial assistance services.
 - 2.4.4.3 Contractor shall verify qualified clients' household housing status, income, and suitability for program services per CRD/ MCHSD Policy and Procedures Manual.
 - 2.4.4.4 Qualified clients shall have: 1) an active program application in HSD Dynamics, or 2) are assisted in the creation of an HSD Dynamics active program application.

2.4.4.5 Contractor shall record all program services and activities in HSD Dynamics to include financial/ non-financial services, client progress, and follow up outcomes.

2.4.4.6 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through HSD Dynamics.

2.4.4.7 MCHSD/CRD will make payment directly to vendors upon authorization by County.

2.4.4.8 Contractor shall continue to conduct and demonstrate evidence of post financial assistance follow up services with clients through June 30, 2026.

2.4.4.9 The County reserves the right to add, remove, or revise requirements to meet program goals.

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 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

2.5.1.4 Online job search and submission of application/ resume; and/or

2.5.1.5 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.

2.6.1.4.2 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/CRD upon request from Contractor.

2.7.2 Contractor shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances.

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, Fingerprint and Central Registry clearances 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/CRD 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 open the recruitment to 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 impeded 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 ensure that a designated staff member participates in CAP meetings, as scheduled.

2.10 Cooperation in Strategic Planning and Community Needs Assessment:

- 2.10.1 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.

2.11 Training and Technical Assistance

- 2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:
 - 2.11.1.1 MCHSD/CRD Policy & Procedure Program Manual;
 - 2.11.1.2 MCHSD funded financial assistance services;
 - 2.11.1.3 Use of HSD Dynamics;
 - 2.11.1.4 Reports and forms, as required;
 - 2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
 - 2.11.1.6 Trauma Informed Care
 - 2.11.1.7 Motivational Interviewing
 - 2.11.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - 2.11.1.9 Review of program monitoring findings; and
 - 2.11.1.10 Other training and technical assistance as needed/required.

2.12 Limited English Proficiency

- 2.12.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
- 2.12.2 Applicable Program Rules and Regulations:
 - 2.12.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
 - 2.12.2.2 COATS Human Services Reauthorization Act of 1998;
 - 2.12.2.3 2 CFR 200 Uniform Administrative Requirements;
 - 2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
 - 2.12.2.5 Stewart B. McKinney Homeless Assistance Act;

- 2.12.2.6 ARS §46-241-State Short Term Crisis Services;
- 2.12.2.7 ARS §46-731-Utility Assistance;
- 2.12.2.8 ARS §46-741-Neighbors Helping Neighbors;
- 2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
- 2.12.2.10 ARS §§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
- 2.12.2.11 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.
- 2.12.2.12 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.
- 2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,
- 2.12.2.14 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.
- 2.12.3 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.
- 2.13 **MCHSD Grievance Procedures**
 - 2.13.1 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.
 - 2.13.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CRD.

2.13.3 Contractor shall act as first reviewer of grievances for their respective site following their prescribed written process submitted to county. All grievances are documented in HSD Dynamics. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as outlined in the MCHSD/CRD Policy & Procedure Program Manual

2.14 Pandemic Award Performance

2.14.1 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.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.14.2.4 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:

2.14.2.5 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.

2.14.2.6 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.

2.14.2.7 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.

D. Incorporate Federal Award Identification Number (FAIN), and Award Date into the Agreement by adding the following to Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.4.

FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021

- E. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by incorporating the attached Operating Budget for the ADOH Housing Stability Flex Program into the Agreement. The County shall provide the Contractor with a not to exceed amount of \$115,000 for the period of April 1, 2025 (Fiscal Year 2025), through June 30, 2026 (Fiscal Year 2026). Unexpended funds from Fiscal Year 2025 shall be available for expenditures in Fiscal Year 2026.
- F. The new total Agreement funding amount is \$505,324
- III. Section II above contains all the changes to the Agreement made by this Amendment No. 5. The Agreement is amended to incorporate the changes contained in this Amendment No. 5. All other terms and conditions of the Agreement and all previously fully executed Amendments shall remain the same and in full force and effect as executed by the Parties. This Amendment No. 5 is subject to and incorporates the provisions of A.R.S. § 38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 5, and it shall be effective upon approval and signature by both Parties.

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

APPROVED BY:
CITY OF SURPRISE

Kevin D. Sartor, Mayor
Date

Attested To:

City Clerk

Date

APPROVED BY:
MARICOPA COUNTY

Thomas Galvin, Chairman
Board of Supervisors

Attested To:

Juanita Garza,
Clerk of the Board

04/09/25

Date

04/10/25

Date

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

APPROVED AS TO FORM:

BY:

Attorney for the City

Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED 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:

BY:

Deputy County Attorney

Date

04/09/25



Fiscal Year 2025 Operating Budget*

City of Surprise Operating Budget – Community Action Program (CAP) Services			
Contract Period		July 1st, 2024, through June 30th, 2025	
Budget Category	Amendment 3 Funding	Revised Amount	New Budget Total
County Funds	\$386,100	\$4,224	\$390,324
Cash Match Contributions	\$106,660	\$1,004	\$107,664
Total	\$492,760	\$5,228	\$497,988

*Funding period of availability remains unchanged as July 1, 2024 through June 30, 2025

Operating Budget for the ADOH Housing Stability Flex Program**

ITEMIZED SERVICE BUDGET					
CONTRACT SERVICE: ADOH Housing Insecurity Flex Funds					
CONTRACT PERIOD: 04/01/2025 to 6/30/2026					
		*D = % Direct Service Functions	*A = %10 Administrative Functions		
I PERSONNEL					
Total FTE's dedicated to this contract:	1.00	\$ 66,500	\$0	TOTAL:	\$66,500
II EMPLOYEE RELATED EXPENSES		\$ 40,000	\$0	TOTAL:	\$40,000
III PROFESSIONAL AND OUTSIDE SERVICES		\$0			\$0
IV TRAVEL		\$ 1,500	\$0	TOTAL:	\$1,500
V SPACE		\$0			\$0
VI MATERIALS AND SUPPLIES		\$ 5,500	\$0	TOTAL:	\$5,500
VII OPERATING SERVICES		\$ 1,500	\$0	TOTAL:	\$1,500
		TOTAL COST for Direct Service	TOTAL COST for Administrative Service		Proposed Cost to MCHSD
		\$ 115,000	\$0		\$115,000

**Funding period of availability is April 1st through June 30, 2026, there is no cash match contribution requirement

EXHIBIT 1

MHSD Logic Model Template

**ROMA Logic Model – Family Level****National Community Action Network Theory of Change****Community Action Goal 1:** Individuals and families with low incomes are stable and achieve economic security.

Agency: _____

Need	Outcome <i>General statement of results expected</i>	Service	Projected Indicator <i># to achieve/ # to be served; time frame</i>	Measurement Tool	Data Procedures	Frequency <i>Data collection and reporting</i>
				Output Tool:	Who does it?	Data Collection:
				Outcome Tool:	What is the process?	Data Reporting
					Where is data stored?	
Mission:						

Board Approved: 6-25-2025

**AMENDMENT NO. 6 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE**

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Surprise. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about March 28, 2023. Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.3 was replaced in its entirety to address funded positions. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was increased to a total of \$536,250 for Fiscal Year 2023.

The Parties entered into Amendment No. 2 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$482,625 for Fiscal Year 2024.

The Parties entered into Amendment No. 3 on or about June 26, 2024. The Amendment extended the Agreement through June 20, 2025, changed the County point of contact and the Uyghur Forced Labor Prevention Act (UFLPA) provision was added to the Agreement in Section 1 (General Provisions). In Section 4 (Budget and Compensation) the Assistance Listing Number (ALN) 21.027 for the American Rescue Plan Act (ARPA) was added and the Operating Budget was revised and replaced in its entirety with a not to exceed funding amount of \$386,100 for Fiscal Year 2025.

The Parties entered into Amendment No. 4 on or about February 13, 2025. The Amendment increased funding in an amount not to exceed \$4,224 for Fiscal Year 2025. Updated County point of contact and Administrative Change Order Language. Required contract language was added to the Agreement. Incorporated Federal Award Identification Number (FAIN) and Award date into the Agreement in Section 4 (Budget and Compensation). The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$390,324 for funding period from July 1, 2024, through June 30, 2025.

The Parties entered into Amendment No. 5 on or about March 26, 2025. The Amendment increased funding in an amount not to exceed \$115,000 in American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) under (ALN) 21.027 for Fiscal Years 2025 and 2026 for the ADOH Housing Stability Flex Program and extended the term of the Agreement through June 30, 2026, for this program. Section 3 (Work

Statement) was revised and replaced in its entirety, and the ARPA SLFRF Federal Award Identification Number (FAIN) and Award date were incorporated into the Agreement in Section 4 (Budget and Compensation).

II. The Parties agree to enter into this Amendment No. 6 to amend the Agreement as follows:

- A. Extend the Agreement term from July 1, 2025, through June 30, 2026.
- B. Retroactive to July 1, 2024, Fiscal Year 2025, as amended, in accordance with 2 C.F.R. 200.331(a), the City of Surprise shall be identified as "Subrecipient" for the purpose of carrying out the activities identified in the Work Statement in Section 3.
- C. Revise the Agreement funding by an amount not to exceed \$386,100 for Fiscal Year 2026. The funding period of availability will be July 1, 2025, through June 30, 2026. The funding sources for this Amendment may include but are not limited to the following:

93.569 Community Services Block Grant (CSBG)
 93.568 Low Income Home Energy Assistance Program (LIHEAP)
 21.027 Coronavirus State and Local fiscal Recovery Funds (SLFRF)

- D. Revise Section 1 (General Provisions) to address the following:

Add Paragraph 59.0 Acronyms and Definitions to the Agreement:

59.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

- E. Revise Section 2 (Special Provisions) Paragraph 4.0 (System for Award Management) to add the following subparagraph:

4.4 The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or [SAM.gov](https://sam.gov). Documentation of the UEI Number must be included in all project files. The Subrecipient must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

- F. Revise Section 3 (Work Statement), by removing in its entirety and replacing it with the following:

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 Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD 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-supportive.

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 Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed. Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

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 MCHSD Crisis Financial Assistance Services shall be coordinated with other local or grant financial assistance services to maximize benefits to the household.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy and Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics.

2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.1.6 MCHSD Crisis Financial Assistance Service Requirements

2.1.6.1 Subrecipient shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients that apply in person with a paper application or needing assistance applying online.

2.1.6.2 On-site application process shall include the following:

2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;

2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy and Procedure Program Manual;

2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours of receipt;

2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics;

2.1.6.2.5 Create an application in HSD Dynamics, as well as the program application (s) the client is eligible for;

2.1.6.2.6 Upload eligibility documents in HSD Dynamics;

2.1.6.2.7 Research each household member to determine if they have received previous assistance; and

2.1.6.2.8 Research and enter vendor/provider information in Dynamics.

2.1.6.3 The Subrecipient will also process applications submitted through the HSD Dynamics portal per MCHSD/ CRD Policy and Procedure Manual, following the process outlined below:

2.1.6.3.1 Subrecipient will assign and disposition program applications to Client Services Specialist;

2.1.6.3.2 Upload eligibility documents in HSD Dynamics; and

2.1.6.3.3 Research provider profile and submit vendor information related to the County vendor registration process, within twenty-four (24 hours), if applicable;

2.1.6.3.4 Document all services provided and supported by County funds in HSD Dynamics, in addition to local/ grant financial assistance services;

2.1.6.3.5 Manage and monitor application queue in HSD Dynamics based on application submission date;

- 2.1.6.3.6 Document client's program involvement and progress in the required case note/timeline section of HSD Dynamics;
- 2.1.6.3.7 Conduct quality assurance review and ensure controls on all submitted service authorizations;
- 2.1.6.3.8 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date.

2.2 **Navigation Services**

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both Subrecipient's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Subrecipient shall provide application assistance which may include the following:

- 2.2.1.1.1 Answering questions about program eligibility and the application process.
- 2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.
- 2.2.1.1.3 Scanning and uploading required documents, if needed.
- 2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
- 2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com).
- 2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Life Threatening Crisis Assistance Applicants.
- 2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.2 Navigation to Internal Program Services

- 2.2.1.2.1 Subrecipient shall identify a minimum of two (2) internal programs based on the most recent MCHSD Community Needs Assessment. Subrecipient will submit a logic model (Exhibit 1) by July 31st of the current program year, to be approved by MCHSD. The logic model shall provide

the following information for each program service:

2.2.1.2.1.1 Community need;

2.2.1.2.1.2 Anticipated program outcome(s);

2.2.1.2.1.3 Description of program service;

2.2.1.2.1.4 Projected number of individuals/ households to be served; and

2.2.1.2.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s).

2.2.1.2.1.6 Data collection methodology

2.2.1.2.2 Subrecipient shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Subrecipient's logic model.

2.2.1.2.2.1 Follow up contact shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.2.1.3 Navigation Service Requirements

2.2.1.3.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Subrecipient shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Subrecipient shall provide navigation services as it relates to internal program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/CRD quarterly ROMA reports.

2.2.1.7 Subrecipient shall use the MCHSD approved logic model template for internal program navigation.

2.3 Information and Referrals

2.3.1 Subrecipient shall provide information and referrals to include but not limited to the following:

2.3.1.1 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.2 DES Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.3 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

2.3.1.4 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.3.2 Information and Referrals Service Requirements

2.3.2.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.

2.3.2.2 Subrecipient shall document all referrals in HSD Dynamics and follow referral procedures in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

2.4 Housing Stability Flex Program

The Housing Stability Flex Program expands existing housing stability services to qualified clients for the purpose of eliminating barriers for those "at risk" of homelessness and can maintain housing after the "one-time" assistance. Services include the delivery of "one-time" financial assistance and referral, case management, and follow up contact.

2.4.1 Financial Assistance

2.4.1.1 Subrecipient shall assess and triage eligible resources using funding as an option of last resort, or to meet participant's immediate need that other funding sources are unable to cover.

2.4.1.2 The use of these funds is limited to a one-time payment of no more than \$3,000 paid on behalf of the participant who was determined program suitable with an ability to maintain housing after the one-time financial assistance utilizing an eligible financial resource. Program shall not to be used for ongoing assistance.

2.4.2 Case Management

2.4.2.1 Subrecipient shall determine eligibility, program suitability, and assess participants for the program. Develop a case plan with the client to include goals that focus on the household's ability to maintain a lease and address barriers to housing retention, including maximizing their ability to pay rent; improving understanding of landlord/tenant rights and responsibilities; and addressing other issues that have, in the past, resulted in housing crisis or housing loss.

2.4.2.2 Subrecipient shall maintain an updated list of community resources and low-income housing assistance programs (and their eligibility requirements) to which participants can be referred.

2.4.2.3 Referrals will be made to appropriate community and mainstream resources, including, but not limited to income supplements/benefits (TANF, Food Stamps/SNAP, etc.), non-cash supports (healthcare, food supports, etc.), legal assistance, credit counseling, and subsidized childcare.

2.4.2.3.1 Subrecipient shall follow up with client regarding the outcome of the referrals.

2.4.3 Post Financial Assistance Follow-up Services

2.4.3.1 Subrecipient shall conduct follow up contact with participants following the delivery of the one-time financial assistance to determine participant's housing status, impact of funding, and the need for additional connections to other program resources outside of the one-time payment assistance.

2.4.3.2 Subrecipient shall assess the participant's housing status and document progress utilizing the case plan at 3, 6, and 12 months and update Dynamics as outlined in the MCHSD/CRD Policy and Procedure Program Manual.

2.4.3.3 Follow up contact shall be conducted based on the client's preferred method of contact. Contact may be provided via text, in person, virtual, and/ or telephonic.

2.4.4 Housing Stability Flex Program Service Requirements

2.4.4.1 Subrecipient shall provide program related financial assistance services to a minimum of 90 qualified clients for the timeframe of March 1, 2025 to December 31, 2025.

2.4.4.2 Qualified clients shall have a household income at or below 80% Average Median Income (AMI) and meet the following criteria per MCHSD/ CRD Policy and Procedures Handbook:

2.4.4.2.1 Client must be a U.S. Citizen or meet Qualified Noncitizen Immigrant status;

- 2.4.4.2.2 Client is a current renter or residing in a temporary shelter through evidence of participation in a housing assistance program;
- 2.4.4.2.3 Client must demonstrate the household is experiencing or expects to experience a crisis;
- 2.4.4.2.4 Client's household is determined to be at risk of homelessness; and
- 2.4.4.2.5 Client is able to demonstrate the household's ability to maintain housing after receiving one-time financial assistance services.
- 2.4.4.3 Subrecipient shall verify qualified clients' household housing status, income, and suitability for program services per CRD/ MCHSD Policy and Procedures Manual.
- 2.4.4.4 Qualified clients shall have: 1) an active program application in HSD Dynamics, or 2) are assisted in the creation of an HSD Dynamics active program application.
- 2.4.4.5 Subrecipient shall record all program services and activities in HSD Dynamics to include financial/ non-financial services, client progress, and follow up outcomes.
- 2.4.4.6 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics.
- 2.4.4.7 MCHSD/CRD will make payment directly to vendors upon authorization by County.
- 2.4.4.8 Subrecipient shall continue to conduct and demonstrate evidence of post financial assistance follow up services with clients through June 30, 2026.
- 2.4.4.9 The County reserves the right to add, remove, or revise requirements to meet program goals.

2.5 Facility Requirements

- 2.5.1 Subrecipient 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 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

- 2.5.1.4 Online job search and submission of application/resume; and/or
 - 2.5.1.5 Information regarding scholarships and federal financial aid.
 - 2.5.2 Subrecipient 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 Subrecipient 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.
 - 2.6.1.4.2 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/CRD upon request from Subrecipient.
 - 2.7.2 Subrecipient shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances.
 - 2.7.3 MCHSD reserves the right to immediately remove access if it is determined Subrecipient'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
 - Accessing the HSD Dynamics for any purpose other than areas of responsibility.

2.7.4 MCHSD will provide Subrecipient programmatic ad hoc reports, as requested.

2.8 Staff Requirements

2.8.1 Subrecipient shall:

2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks, Fingerprint and Central Registry clearances 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/CRD 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 Subrecipient shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Subrecipient shall open the recruitment to 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.

2.8.2 Code of Conduct:

2.8.2.1 The Subrecipient 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 impeding 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 Subrecipients to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
- 2.9.2 Subrecipient shall ensure that a designated staff member participates in CAP meetings, as scheduled.

2.10 **Cooperation in Strategic Planning and Community Needs Assessment:**

- 2.10.1 Subrecipient 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.

2.11 **Training and Technical Assistance**

- 2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance, if applicable, on the following:
 - 2.11.1.1 MCHSD/CRD Policy and Procedure Program Manual;
 - 2.11.1.2 MCHSD funded financial assistance services;
 - 2.11.1.3 Use of HSD Dynamics;
 - 2.11.1.4 Reports and forms, as required;
 - 2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
 - 2.11.1.6 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - 2.11.1.7 Review of program monitoring findings; and
 - 2.11.1.8 Other training and technical assistance as needed/required.

2.12 **Limited English Proficiency**

- 2.12.1 The Subrecipient shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
- 2.12.2 Applicable Program Rules and Regulations:

- 2.12.2.1 Subrecipient shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
- 2.12.2.2 COATS Human Services Reauthorization Act of 1998;
- 2.12.2.3 2 CFR 200 Uniform Administrative Requirements;
- 2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
- 2.12.2.5 Stewart B. McKinney Homeless Assistance Act;
- 2.12.2.6 ARS §46-241-State Short Term Crisis Services;
- 2.12.2.7 ARS §46-731-Utility Assistance;
- 2.12.2.8 ARS §46-741-Neighbors Helping Neighbors;
- 2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
- 2.12.2.10 ARS §§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
- 2.12.2.11 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.
- 2.12.2.12 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 Subrecipient, 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.
- 2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,
- 2.12.2.14 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.
- 2.12.3 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 Subrecipient by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.13 Grievance Procedures

- 2.13.1 Subrecipient shall establish a process to review and address client grievances. Subrecipient shall submit grievance process to MCHSD/CRD, as requested.
- 2.13.2 Subrecipient shall advise all applicants of their right to present to the Subrecipient 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.
- 2.13.3 Subrecipient shall address grievances for individuals seeking/receiving County funded assistance who feel that they have not been treated fairly..
- 2.13.4 Subrecipient shall act as first reviewer of grievances for their respective site following their prescribed written process . All grievances are documented in HSD Dynamics. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as outlined in the MCHSD/CRD Policy and Procedure Program Manual.

2.14 Community Action Tripartite Board Recruitment

- 2.14.1 Subrecipient shall recruit local community members to serve in the role of the Public Official or Consumer Representative sectors for the MCHSD Community Action Commission, as requested by MCHSD. Subrecipients shall perform the following outreach activities:
 - 2.14.1.1 Post flyers at location(s) and community events;
 - 2.14.1.2 Share information and distribute flyers to clients;
 - 2.14.1.3 Direct community members to the following MCHSD website page to obtain additional information and Commission application: CACCommission@maricopa.gov;
 - 2.14.1.4 Assist clients or with the Democratic Selection Process;
 - 2.14.1.5 Coordinate outreach efforts to city council members.

2.15 Pandemic Award Performance

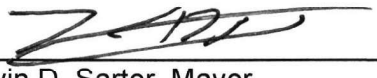
- 2.15.1 The Subrecipient shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.
- 2.15.2 The pandemic performance plan shall include:
 - 2.15.2.1 Key succession and performance planning if a sudden significant decrease in Subrecipient's workforce should occur.
 - 2.15.2.2 Alternative methods to ensure services are available.
 - 2.15.2.3 An up-to-date list of Subrecipient contacts and organizational chart.

- 2.15.2.4 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:
 - 2.15.2.5 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.
 - 2.15.2.6 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.
 - 2.15.2.7 Once the pandemic is officially declared over and/or the Subrecipient can demonstrate the ability to perform, MCHSD, at its sole discretion, may reinstate the temporarily voided Award.
- G. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) and add a new Operating Budget for CAP Services for Fiscal Year 2026. The County shall provide the Subrecipient with a not to exceed amount of \$386,100 for the period of July 1, 2025, through June 30, 2026. Unexpended Operating Budget funds from Fiscal Year 2025 shall not be available for expenditures in Fiscal Year 2026.
- H. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with the FY2026 final expenditure dollar amounts made available under each federal award program (according to Assistance Listing Number (ALN) within 60 days after June 30, 2026 ([https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332\(b\)\(1\)\(xii\)](https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332(b)(1)(xii)))).
- III. Section II above contains all the changes to the Agreement made by this Amendment No. 6. The Agreement is amended to incorporate the changes contained in this Amendment No. 6. All other terms and conditions of the Agreement remain the same and in full force and effect as executed by the Parties. This Amendment No. 6 is subject to and incorporates the provisions of A.R.S. § 38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 6, and it shall be effective upon approval and signature by both Parties.

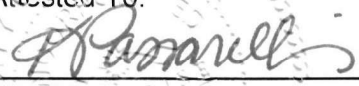
[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 6:

APPROVED BY:
CITY OF SURPRISE

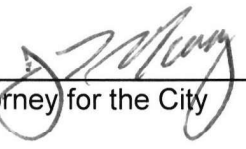
 6/18/25
Kevin D. Sartor, Mayor Date

Attested To:

 6/18/25
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 6 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 SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY:  06.16.25
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

 07/02/2025
Thomas Galvin, Chairman Date
Board of Supervisors

Attested To:


Juanita Garza (Jul 2, 2025 16:48 PDT) Date
Juanita Garza,
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 6 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:

BY:  07/02/2025
BY: Aubrey Joy Corcoran (Jul 2, 2025 11:17 PDT) Date
Deputy County Attorney

Fiscal Year 2026 Operating Budget*			
City of Surprise Operating Budget – CAP Services			
Contract Period	July 1st, 2025, through June 30th, 2026		
Funding			
County Funds		\$386,100	
Cash Match Contributions		\$145,725	
		\$531,825	
Budget Category	Direct Cost	Administration Cost	Total Cost
Total Expenses	\$531,825	\$0	\$531,825

*Budget modifications among line-item expenditure categories totaling less than 25 percent of the total budget amount can be authorized through prior written approval by the program manager.

ADOH Housing Stability Flex Program Budget**

ITEMIZED SERVICE BUDGET					
CONTRACT SERVICE: ADOH Housing Insecurity Flex Funds					
CONTRACT PERIOD: 04/01/2025 to 6/30/2026					
		*D = % Direct Service Functions	*A = %10 Administrative Functions		
I PERSONNEL					
Total FTE's dedicated to this contract:	1.00	\$ 66,500	\$0	TOTAL:	\$66,500
II EMPLOYEE RELATED EXPENSES		\$ 40,000	\$0	TOTAL:	\$40,000
III PROFESSIONAL AND OUTSIDE SERVICES		\$0			\$0
IV TRAVEL		\$ 1,500	\$0	TOTAL:	\$1,500
V SPACE		\$0			\$0
VI MATERIALS AND SUPPLIES		\$ 5,500	\$0	TOTAL:	\$5,500
VII OPERATING SERVICES		\$ 1,500	\$0	TOTAL:	\$1,500
		TOTAL COST for Direct Service	TOTAL COST for Administrative Service		Proposed Cost to MCHSD
		\$ 115,000	\$0		\$115,000

**Funding period of availability is April 1st through June 30, 2026, there is no cash match contribution requirement.

EXHIBIT 1

MHSB Logic Model Template

**ROMA Logic Model – Family Level****National Community Action Network Theory of Change**

Community Action Goal 1: Individuals and families with low incomes are stable and achieve economic security.

Agency: _____

Need	Outcome <i>General statement of results expected</i>	Service	Projected Indicator <i># to achieve/ # to be served; time frame</i>	Measurement Tool	Data Procedures	Frequency <i>Data collection and reporting</i>
				Output Tool:	Who does it?	Data Collection:
				Outcome Tool:	What is the process?	Data Reporting
					Where is data stored?	
Mission:						



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 21, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Drainage Easement from Asante Phase 2 Community Association, Tract C.

Motion:

I move to approve accepting a Drainage Easement from Asante Phase 2 Community Association.

Background:

In October of 2025, the City approved the turnover of a new water tank at SPA2, Desert Oasis. This tank is a shared responsibility between Lennar and the City that will meet the projected demand in this growing area. The drainage easement being granted will allow the City to discharge water for maintenance and testing from the system into the easement.

Objective Analysis:

To ensure the City stays ahead of the growth in this area, the drainage easement is needed to allow testing and maintenance on the water tank for the safety of the Community.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future operation and maintenance when the drainage easement is in place.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Asante Phase 2 Community Association DE
 2. Asante Phase 2 (Drainage Easement) - CC 04.21.26
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 30th day of March, 2026, by and between Asante Phase 2 Community Association, an Arizona nonprofit Corporation ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the West Half of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
- 3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.
4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR: Asante Phase 2 Community Association, an Arizona nonprofit Corporation

Grantor / By: Katie Voigt
Katie Voigt

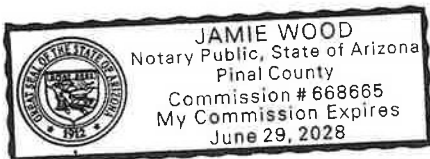
Its: Secretary/Treasurer

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30 day of March, 2026, by Katie Voigt known by me as Grantor and owners of the subject property.

Jamie Wood
Notary Public

My Commission Expires: June 29, 2028



GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Kevin D. Sartor

Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2026, by Kevin D. Sartor, known by me as the Mayor of the City of Surprise, an Arizona
municipal corporation.

Notary Public

My Commission Expires:

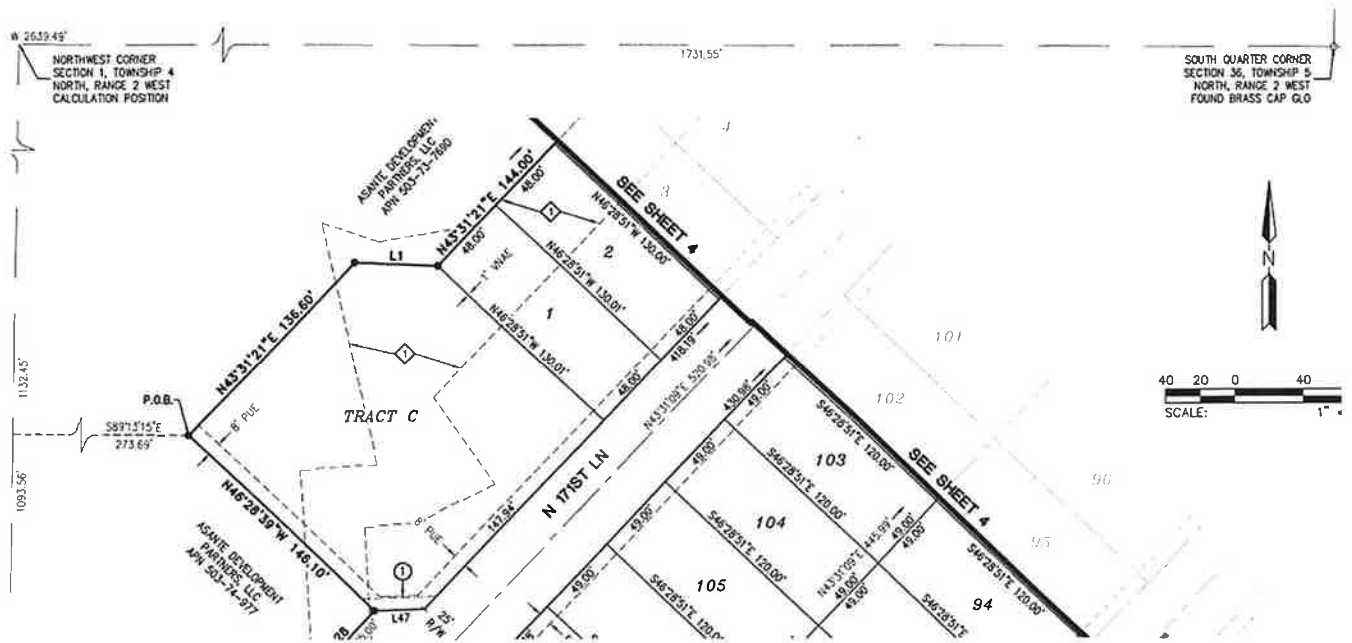
EXHIBIT "A"

LEGAL DESCRIPTION

DRAINAGE TRACT, TRACT C, OF ASANTE PLANNING AREA 4 – UNIT 3.7A,
ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER
OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1802, PAGE 20, AS
AMENDED BY THE CORRECTIVE PLAT FOR ASANTE PLANNING AREA 4 – UNIT
3.7A, RECORDED IN BOOK 1829, PAGE 9 OF THE OFFICIAL RECORDS OF MARICOPA
COUNTY RECORDER

EXHIBIT "B"

TRACT C PROPERTY DEPICTION



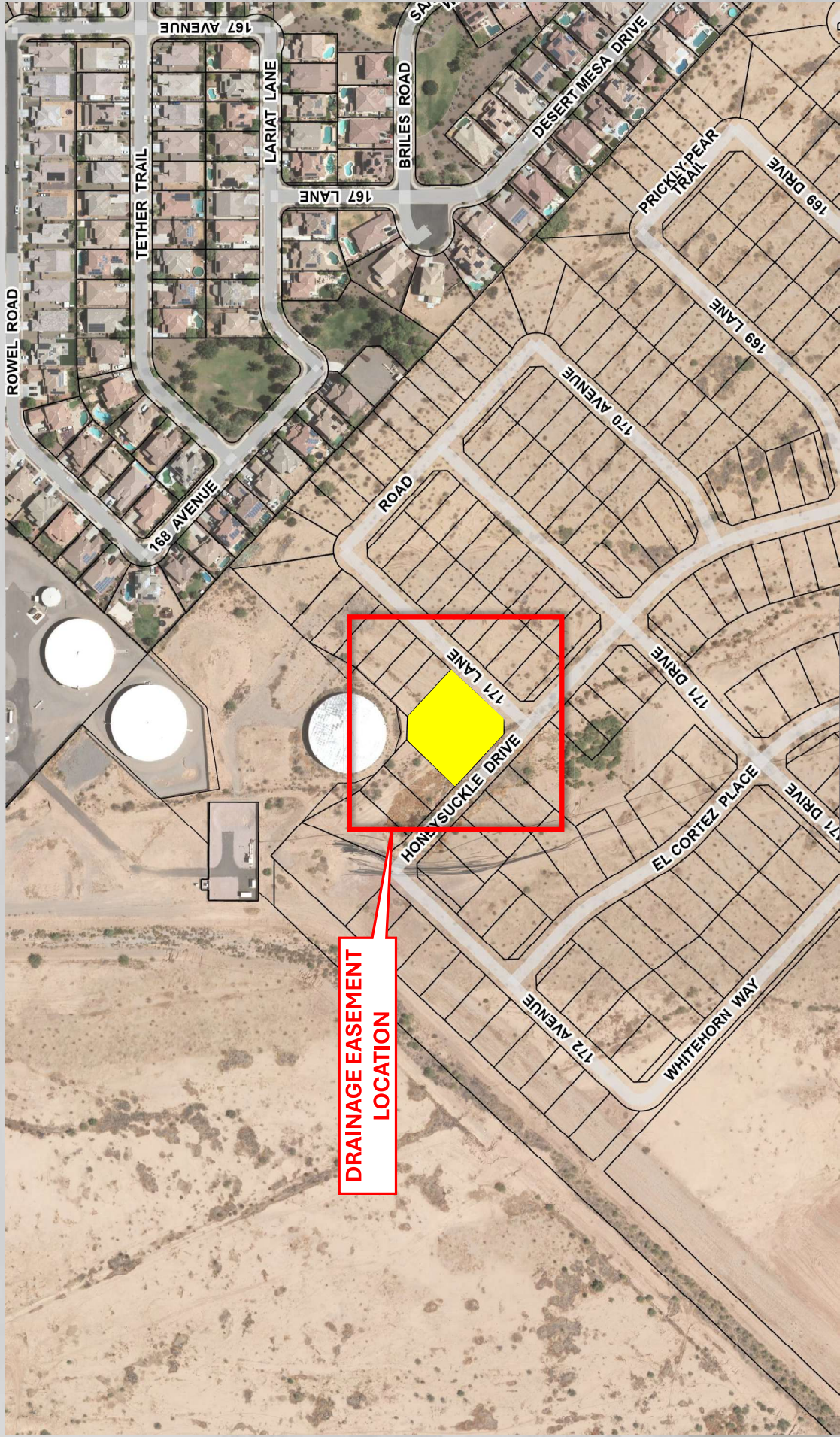
Asante Phase 2 Community Association Drainage Easement

City Council
April 21, 2026



SURPRISE
ARIZONA
Page 185 of 227

VICINITY MAP



TRACT C PROPERTY DEPICTION



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA

Page 188 of 227



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Internal

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to amend the FY2026 budget by increasing the Police Department's sponsorships and donations budgets by \$5,000 and \$700 respectively, to allow acceptance and expenditure of funds received in excess of the FY2026 adopted budget; Resolution 2026-55.

Motion:

I move to approve Resolution #2026-55.

Background:

The Police Department received a \$5,000 sponsorship from Toyota of Surprise and \$700 in donations that were not included in the FY2026 adopted budget. A budget amendment is required to authorize expenditure of these funds. Expenditures will not exceed the actual revenue received or available fund balance.

Objective Analysis:

Acceptance of this funding will allow the Police Department to utilize sponsorship and donation funds for their intended purposes.

Policy Compliant:

The action is compliant with City and Council policies.

Financial Impact:

The \$5,000 sponsorship will support community relations supplies and events, providing opportunities for public engagement and sponsor recognition at citywide events. The \$700 in donations will support activities consistent with the intended purpose of the Autism Awareness donation account.

Budget Impact:

The FY2026 adopted budget did not include appropriations for revenue and expenses related to the Toyota of Surprise sponsorship and additional fund balance in the donations account. Acceptance of these funds will require a movement of budget authority in the amount of \$5,700 from General Contingency, \$5,000 to the sponsorships fund and \$700 to the donations fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure

budget.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 4.21.26 Resolution - 2026-55 PD Sponsorship and Donation Final REV
 2. City_of_Surprise_Sponsorship_Agreement_-_Toyota_signed
-

RESOLUTION # 2026-55

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$5,700 FROM THE GENERAL OPERATIONS CONTINGENCY FUND PROVIDING \$5,000 TO THE SPONSORSHIPS FUND AND \$700 TO THE DONATIONS FUND TO AUTHORIZE EXPENDITURE OF FUNDS RECEIVED THAT EXCEED THE FY2026 BUDGET APPROVAL.

WHEREAS, the FY2026 budget was adopted and did not include funding for the sponsorship and additional donation funds received;

WHEREAS, the Parks and Recreation department already accepted these funds on behalf of the City of Arizona, reference RFLS #10158;

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2026-55
Exhibit A

1. Appropriation - The allocation below represents an increase in budget authority in the amount of \$5,000 from the Sponsorships fund and \$700 to the Donations fund to authorize expenditure of funds received that were more than the FY2026 adopted budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Donations	Police	Supplies	E	105,900	700	106,600
Sponsorships	Police	Supplies	E	-	5,000	5,000
Contingency	General Operations	Contingency	E	86,038,200	(5,700)	86,032,500
Sponsorships	Police	Other	R		5,000	5,000
Contingency	General Operations	Other	R	77,326,500	(5,000)	77,321,500
Expense Total				86,144,100	-	86,144,100
Revenue Total				77,326,500	-	77,326,500



THE CITY OF SURPRISE, ARIZONA
16000 North Civic Center Plaza, Surprise, AZ 85374

CITY EVENT SPONSORSHIP AGREEMENT

This City Event Sponsorship Agreement ("Agreement") is made by and between the City of Surprise, an Arizona municipal corporation ("City"), and PAG Surprise, T1, LLC DBA: Toyota of Surprise ("Sponsor"), each individually referred to as a "party" and collectively as the "parties."

RECITALS

A. City is the producer of the following "Event" or "Events":

- Backyard Bash – 09/26/2025
- Fiesta Grande – 10/11/2025
- G.A.I.N. Night – 10/25/2025
- Veterans Day Parade & Celebration – 11/11/2025
- Eggstravaganza – 04/03/2026

** Additional Events may be sponsored during the then-current fiscal year, and details will be added to supplement this Agreement as applicable.*

B. Sponsor desires to sponsor the Events.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Term.** This Agreement shall be effective from the date this Agreement is fully executed by both parties ("Effective Date") and shall terminate June 30, 2026.
2. **Sponsor Benefits.** City shall acknowledge the community support represented by Sponsor's payment of the Sponsorship Fee (defined below) as described in **Exhibit A**, herein incorporated by this reference.
3. **Sponsorship Fee.** Sponsor shall pay a total "Sponsorship Fee" (as further described in Exhibit A) to City in all of the following installments:

\$40,000.00 to be paid upon execution of Sponsorship Agreement, as described in exhibit A

4. **Termination; Cancellation.**

4.1. **Termination by City.** City may, without further obligation, terminate this Agreement for any of the following:

4.1.1. Any breach of any term of this Agreement that has not been cured within forty-eight (48) hours of written notice to Sponsor of said breach;

4.1.2. In accordance with Arizona Revised Statutes (A.R.S.) § 38-511; or

- 4.1.3. Any reason in City's convenience, with or without cause, upon thirty (30) days' written notice to Sponsor. If City terminates this Agreement for convenience, City shall refund to Sponsor any portion of the Sponsorship Fee that Sponsor has paid to City for Events occurring after the date of termination.
- 4.2. Termination by Sponsor. Sponsor may terminate this Agreement for any of the following:
 - 4.2.1. Any breach of the terms of this Agreement that have not been cured within forty-eight (48) hours of written notice to the other party of said breach; or
 - 4.2.2. Without cause, upon thirty (30) days' written notice to City. If Sponsor terminates this Agreement for convenience, Sponsor shall pay to City any portion of the Sponsorship Fee owed to City for Events completed as of the date of termination.
- 4.3. Cancellations. In the event of inclement weather (such as a rain-out or severe winds) as determined by City, a force majeure event (as defined in paragraph 8.5 below), a conflict with a scheduled City-sponsored event, required maintenance of a City facility, or other reason that City reasonably determines, City may cancel an Event; in such case, City will do one of the following:
 - 4.3.1. Substitute the sponsorship set forth herein for a new date/time to replace the cancelled Event date; or
 - 4.3.2. Refund Sponsor a pro-rated amount of the Sponsorship Fee for the Event(s) cancelled.

City will provide notice to Sponsor upon City's determination to cancel an Event.

5. Limitation of Liability. Sponsor shall not seek, and hereby irrevocably waives, monetary damages, including without limitation, any lost revenue, lost profits, loss of technology, loss of rights or services, loss of data, interruption or loss of use of service, lost opportunity, incidental damages, punitive damages, indirect damages, or special or consequential damages, whether under theory of contract, tort (including without limitation, negligence, strict liability, or otherwise), or in equity, as a consequence of, related to, or arising from this Agreement or its breach. Notwithstanding the foregoing, Sponsor may seek any equitable remedy, including injunction or specific performance, or any direct damages capped at the amount paid by Sponsor to City for the sponsorship under this Agreement. This section does not waive or affect either party's remedies in cases of fraud or intentional torts.
6. Indemnification. To the extent permitted by law, Sponsor, its successors, assigns, and guarantors, shall indemnify, defend, and hold harmless City, its agents, representatives, officers, directors, officials, and employees for, from, and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including without limitation, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, resulting from, or caused by or in connection with: (i) any negligent or intentional actions, acts, errors, mistakes, or omissions caused in whole or in part by Sponsor, its agents, representatives, officers, directors, officials, and/or employees relating to or arising from the Events, the sponsorship and/or materials by Sponsor, or any work or services in the performance of this Agreement, including without limitation, any subcontractors, suppliers, or others connected with the Events or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages (including without limitation, physical, personal injury, death, financial damages, reputational harm, lost opportunity, or lost profits or revenue) claimed by Sponsor, its subcontractors, such

other persons, or any of their agents, customers, or employees, or claimed by any other third party; (ii) any intellectual property infringement related to Sponsor's sponsorship or materials under this Agreement; and/or (iii) any reputational harm to City related to, arising from or out of, resulting from, or caused by or in connection with Sponsor's sponsorship or materials.

7. Insurance. During the entire term of this Agreement, Sponsor shall purchase and maintain insurance with coverages, terms and conditions, and limits as follows:

- 7.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 Products-Completed Operations Annual Aggregate, \$2,000,000 Advertising Injury coverage, and a \$2,000,000 General Aggregate limit. The policy shall be endorsed to name the City of Surprise as an Additional Insured, and the policy shall also provide a waiver of subrogation in favor of the City of Surprise.
- 7.2. Workers' Compensation and Employers' Liability insurance at state minimum requirements. The policy shall be endorsed to include a waiver of subrogation in favor of the City of Surprise.
- 7.3. Sponsor shall provide City with a Certificate of Insurance and all required endorsements on or before the Effective Date of this Agreement evidencing the required insurance. If any of the required policies expire during the term of this Agreement, Sponsor shall forward the renewal Certificates and endorsements within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Sponsor shall provide City with at least thirty (30) days advanced written notice if any of the policies are to be suspended, voided, canceled, modified, or reduced.

8. Miscellaneous. The following additional provisions apply:

- 8.1. Assignment. Sponsor's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written approval.
- 8.2. Amendments.
 - 8.2.1. This Agreement may only be amended or modified by a written amendment signed by all parties.
 - 8.2.2. Any additional Event(s) to be sponsored under this Agreement shall be added via formal amendment to this Agreement. Such amendment will supplement Exhibit A and shall include new Event information and sponsorship details for that Event sponsorship (including, but not limited to, Event dates, amount of the sponsorship, and any in-kind sponsorship details).
- 8.3. No Partnership Created. Nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Sponsor shall have no power to obligate or bind City in any manner whatsoever.
- 8.4. Use of City Name/Logo. Except as otherwise provided herein, Sponsor may not use City's name, other indicia, or any City intellectual property without prior express written approval of City, which may require the payment of a royalty rights fee for the use of City's logos and associated indicia, and Sponsor agrees that it shall neither state nor imply, either directly or indirectly, that Sponsor or its activities, other than pursuant to exercise of this Agreement, are supported, endorsed or sponsored by City and, upon the direction of City shall issue express disclaimers to that effect. Additionally, Sponsor may not announce the entering into of this Agreement by press release or any other means, except with prior

written approval by City.

- 8.5. Force Majeure. Except for payment for sums due, neither party will be liable to the other nor deemed in default or breach under this Agreement if and to the extent that such party's performance of this Agreement 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; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement. Force majeure will not include the following occurrences:
 - 8.5.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; or
 - 8.5.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.
- 8.6. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement or cancellation of an Event, caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement, provided that City has provided Sponsor with at least forty-eight (48) hours' written notice of such delay, nonperformance, or cancellation. Additionally, City may terminate this Agreement under this section with at least forty-eight (48) hours' written notice to Sponsor.
 - 8.6.1. Notwithstanding the foregoing in section 8.6, if a federal, state, and/or local directive, order, or similar requirement (under the circumstances stated in section 8.6) is issued forty-eight (48) hours or less before or an Event or is issued during an Event, City may, upon written notice to Sponsor: (i) immediately terminate this Agreement, or (ii) cancel the affected portion of the sponsorship, in City's sole discretion. Any delay or nonperformance of any provision of or obligation under this Agreement, termination of this Agreement, or cancellation of the affected portion of a sponsorship, caused by such federal, state, and/or local directive, order, or similar requirements, under the circumstances stated in this subsection 8.6.1, shall not constitute a breach or attempted breach of this Agreement.
- 8.7. Sports Governing Body Directives. Any delay or nonperformance of any provision of or obligation under this Agreement or cancellation of an Event, caused by a sports governing body (including without limitation, any Major League Baseball entity, Major League Baseball Properties, Inc., or Cactus League Baseball Association, Inc.) directive, order, or similar requirement or request, including without limitation, any requests or requirements by such sports government bodies, shall not constitute a breach of this Agreement, provided that City has provided Sponsor with at least forty-eight (48) hours' written notice

of such delay, nonperformance, or cancellation. Additionally, City may terminate this Agreement under this section with at least forty-eight (48) hours' written notice to Sponsor.

- 8.7.1. Notwithstanding the foregoing in section 8.7, if a sports governing body directive, order, or similar requirement or request (under the circumstances stated in section 8.7) is issued forty-eight (48) hours or less before or an Event or is issued during an Event, City may, upon written notice to Sponsor: (i) immediately terminate this Agreement, or (ii) cancel the affected portion of the sponsorship, in City's sole discretion. Any delay or nonperformance of any provision of or obligation under this Agreement, termination of this Agreement, or cancellation of the affected portion of a sponsorship, caused by such sports governing body directive, order, or similar requirement or request, under the circumstances stated in this subsection 8.7.1, shall not constitute a breach or attempted breach of this Agreement.
- 8.8. Sales. Nothing in this Agreement grants any right to Sponsor to engage in sales, to solicit sales, to display its products or services or the products or services of others at the Events or activities unless specifically provided by this Agreement.
- 8.9. Concessionaire Rights. Sponsor shall have no right to serve food or beverages or otherwise provide any concession or catering services under this Agreement without prior written approval from City. Sponsor acknowledges that this Agreement is subject to the Master Concessionaire Agreement for the Surprise Stadium (where applicable and as determined by City) and/or other similar agreements, which may require additional approvals. City does not guarantee that Sponsor will be able to serve food or beverages or otherwise provide any concession or catering services under this Agreement.
- 8.10. Warranty of Non-Infringement. Sponsor represents and warrants that its sponsorship under this Agreement, related content, or any materials provided by Sponsor to City, shall not infringe on the intellectual property rights of City or any other third party, including without limitation, any copyrights, trademarks, or other intellectual property rights.
- 8.11. Permission. For any Sponsor that represents, subcontracts, or is otherwise an agent on behalf of a third party, Sponsor shall have all necessary permissions, authorizations, or approvals necessary to secure the sponsorship under this Agreement. Notwithstanding the foregoing, this Agreement is made solely for the benefit of City and Sponsor, and no other person or entity shall have any right, benefit, or interest under or because of this Agreement. Nothing herein shall make City in privity with any third party that Sponsor represents, subcontracts, or is otherwise an agent on behalf of such third party. City shall have the right to remove any sponsorship, advertisements space, or any other materials that do not have such necessary permissions, authorizations, or approvals under this section, and shall have the right to request and inspect any records, documentation, or other evidence of such permissions, authorizations, or approvals at any time.
- 8.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and any suit pertaining to this Agreement may be brought only in the courts in the State of Arizona in Maricopa County.
- 8.13. Immigration Laws. Sponsor warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Sponsor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

- 8.14. Compliance with A.R.S. § 35-393.01. Sponsor hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. Sponsor hereby agrees to indemnify and hold harmless City, its agents and employees from any claims or causes of action relating to City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by City in defending such an action.
- 8.15. Conflicts of Interest. This Agreement is subject to A.R.S. § 38-511, and may terminated in accordance therewith.
- 8.16. Public Records. Sponsor acknowledges that all documents provided to City may be subject to disclosure by laws related to open public records, including without limitation, Arizona public record laws under A.R.S. Title 39. Sponsor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- 8.17. Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Notices will 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, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by facsimile or email transmission to the number set forth below 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.

City:

City of Surprise
15930 N. Bullard Ave.
Surprise, AZ 85374
Attn: Parks and Recreation Dept.
Facsimile: 623-222-2001

Sponsor:

Toyota of Surprise
13543 N Autoshow Ave
Surprise, AZ 85388
Attn: Larry Tabloff
Ltabloff@penskeautomotive.com

With copy to:

Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
Facsimile: 623-222-1101

(For G.A.I.N. Night)

With copy to:

Surprise Police Department
14250 W. Statler Plaza
Suite 103
Surprise, AZ 85374
Facsimile: 623-222-4001

Notices are 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, (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, or (iv) when received by facsimile transmission during the normal business hours of the recipient. 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 will 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.

- 8.18. Severability. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable from the remainder of the Agreement which shall be deemed and remain fully valid and enforceable.
- 8.19. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties hereto and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between the parties relating to promises, agreements, warranties, covenants, or undertakings other than those contained herein.
- 8.20. Recitals. The foregoing Recitals are adopted into this Agreement and are hereby incorporated by reference, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the last party signs.

CITY
City of Surprise

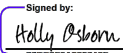
SPONSOR
Toyota of Surprise

By: Holly Osborn

By: George Raysik

Title: Parks and Recreation Director

Title: CFO

Signature: 

Signature: 

Date: 8/18/2025 | 20:35 PM MST

Date: 8/15/2025 | 08:57 AM PDT

APPROVED AS TO FORM:

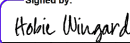

City Attorney's Office

EXHIBIT A – Sponsor Benefits and Fees

Backyard Bash – *September 26, 2025*

Diamond Level – \$5,000

Sponsorship Benefits:

- Named sponsor of the **event raffle** – with multiple promotional mentions
 - “Presented By” Sponsor mention during event announcements
 - “Presented By” Logo featured on city webpage, and social media
 - Event signage opportunity
 - Onsite booth space (Toyota must supply booth; 1 car display permitted)
-

Fiesta Grande – *October 11, 2025*

Diamond Level – \$10,000

Sponsorship Benefits:

- Onsite booth space – tent provided by City
 - Toyota may bring a banner or vertical display for the booth
 - 1 car permitted for on-site display
 - “Presented By” Organization logo on events webpage and social media
 - “Presented By” Sponsor mention at event
 - Event signage opportunity
 - “Presented By” Logo on applicable promotional material
 - “Presented By” Logo in event print collateral and press release (*deadline: August 15, 2025*)
-

G.A.I.N. Night – *October 25, 2025*

Diamond Level – \$5,000

Sponsorship Benefits:

- Onsite booth space – (Toyota must supply tent if desired; 1 car display permitted)

- “Presented By” Organization logo on events webpage and social media
 - “Presented By” Sponsor mention at event
 - Event signage opportunity
 - “Presented By” Logo on applicable promotional material
 - “Presented By” Logo in event print collateral and press release (*deadline: August 15, 2025*)
-

Veterans Day Parade & Celebration – *November 11, 2025*

Diamond Level – \$10,000

Sponsorship Benefits:

- Booth at the **post-parade celebration** (1 car permitted)
 - Up to **4 Toyota vehicles** allowed in the parade
 - Optional PA shoutouts for each car
 - Opportunity to feature riders if convertibles are used
 - “Presented By” Organization logo on events webpage
 - “Presented By” Organization logo on events social media
 - “Presented By” Sponsor mention at event
 - Event signage opportunity
 - “Presented By” Logo on applicable promotional material
 - “Presented By” Logo in event print collateral and press release (*deadline: September 1, 2025*)
-

Eggstravaganza – *April 3, 2026*

Diamond Level – \$10,000

Sponsorship Benefits:

- Onsite booth space – tent provided by City
 - Toyota may bring a banner or vertical display for the booth
 - 1 vehicle permitted near booth (outside practice fields only or in MCP)

- “Presented By” Organization logo on events webpage and social media
- “Presented By” Sponsor mention at event
- Event signage opportunity
- “Presented By” Logo on applicable promotional material
- “Presented By” Logo in event print collateral and press release (*deadline: August 15, 2025*)
- “Presented By” Logo inclusion in print collateral and press release (*deadline: January 1, 2026*)

** Additional Events may be sponsored during the then-current fiscal year. Any additional Event(s) to be sponsored under this Agreement shall be added via formal amendment to this Agreement. Such amendment will supplement Exhibit A and shall include new Event information and sponsorship details for that Event sponsorship (including, but not limited to, Event dates, amount of the sponsorship, and any in-kind sponsorship details).*



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 21, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: No Regular: No Public Hearing: Yes Report/Discussion: No

Agenda Wording:

Consideration and action vacating approximately 116,140 square feet of right of way, generally located along the south side of Jomax Road west of 173rd Avenue; Resolution 2026-43

Motion:

I move to approve Resolution 2026-43

Background:

The City of Surprise annexed the Area known as Asante North on August 28, 2006, under Ordinance Number 06-17. On March 22, 2007, the City Council passed Resolution No. 07-038, approving the “Asante North Phase One Map of Dedication”, which dedicated Right of Way on Jomax, Pat Tillman, and Cottontail Lane West of 163rd Avenue.

On April 25, 2007, the City of Surprise recorded the plat dedicating various widths of right of way from Lennar Communities Development, INC, per Maricopa County Recorded Document Number 2007-0479274.

On December 9, 2025, the City Council approved a minor amendment to the PAD for Asante North, effectively reclassifying the streets and adjusting the right of way widths. As part of this amendment, the City updated the roadway circulation network. The right of way vacated by this resolution will decrease the width of the right of way along the south side of Jomax Road adjacent to the west side of 173rd Avenue.

Objective Analysis:

Approval of this resolution will authorize the City to vacate a portion of right-of-way that is no longer needed, thereby enabling the developer to implement the proposed roadway circulation improvement in full compliance with the Planned Area Development (PAD).

Policy Compliant:

The proposed resolution is consistent with the Surprise General Plan 2040 and the City of Surprise Land Development Ordinance.

Financial Impact:

The item has no financial impact as this item is requesting to vacate a portion of right-of-way rather than obtain one.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Resolution No. 2026-43 Vacating ROW on Jomax Rd at 173rd Ave
 2. Asante North Jomax West (RW Reduction) - CC 04.21.26
-

RESOLUTION #2026-43

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, VACATING THE CITY OF SURPRISE'S INTEREST IN A PORTION OF A ROADWAY WITHIN SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, GENERALLY LOCATED ON THE SOUTH SIDE OF JOMAX ROAD BETWEEN 173RD AVENUE AND 174TH DRIVE.

WHEREAS, on August 28, 2006, the City annexed the area containing the roadway proposed to be vacated via Ordinance No. 06-17;

WHEREAS, a portion of the roadway proposed to be vacated was dedicated via Book 918 of Maps, page 8 of the Maricopa County Recorder;

WHEREAS, the area proposed to be vacated is approximately 2.66 acres;

WHEREAS, a portion of the roadway proposed to be vacated is located within the Asante North Development;

WHEREAS, Asante Development Partners, LLC, the developer of the Asante North Development, requested the City vacate a portion of roadway;

WHEREAS, City staff has opined that the portion of roadway proposed to be vacated is no longer necessary for City roadway purposes;

WHEREAS, pursuant to A.R.S. § 28-7205, the City Council may vacate a roadway;

WHEREAS, pursuant to A.R.S. § 28-7215(A), City staff has determined that any land adjoining the roadway will not be left without a public or private legal access connecting the land with an established public roadway, but nevertheless hereby expressly reserves herein the roadway rights of ingress and egress for public or emergency vehicles, all property owners, property owner guests and invitees, and persons lawfully conducting business on the land; and

WHEREAS, pursuant to A.R.S. § 28-7215(B), City staff has determined that the portion of the roadway proposed to be vacated has no public use, and the adjacent owner(s) and developer of the Asante North Development, Asante Development Partners, LLC, agree to and shall assume both the costs of maintaining the public roadway and all liability associated in any way with and for the public roadway.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, that:

Section 1. The City of Surprise hereby declares that the portion of roadway legally described in **Exhibit A** and depicted in **Exhibit B** (the “Property”), attached hereto and incorporated herein by this reference, is no longer needed for a public roadway.

Section 2. The City of Surprise acknowledges that pursuant to A.R.S. § 28-7205, upon vacating title to the Property, title will vest in Asante Development Partners, LLC, the developer of the Asante North Development.

Section 3. Asante Development Partners, LLC, shall assume both the costs of maintaining the public roadway and all liability associated in any way with and for the public roadway.

Section 4. The City of Surprise hereby vacates its right, title, and interest in the Property, subject to expressly reserving the rights of ingress and egress for public or emergency vehicles, all property owners, property owner guests and invitees, and persons lawfully conducting business on the land, if any.

APPROVED AND ADOPTED this _____ day of _____ 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

ASANTE NORTH – JOMAX ROAD(WEST)
RIGHT OF WAY REDUCTION
LEGAL DESCRIPTION

A portion of Cottontail Lane dedicated on the Map of Dedication for Asante North – Phase One, as recorded at Book 918 of Maps, Page 8, Maricopa County Recorder's Office, Maricopa County, Arizona, situate within a portion of Section 2, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 35, Township 5 North, Range 2 West, monumented by a 2-inch aluminum cap stamped "5N, 2W, SC S36, T4N, R2W, S2, 37174" dated 2007, from which the South Quarter Corner of said Section 36, Township 5 North, Range 2 West, monumented by a 2-inch brass cap stamped "General Land Office T5N, R2W, S34, S35, CC, T4N" dated 1916 bears as the Basis of Bearings, South 89°40'45" East, 2639.49 feet;

Thence North 89°41'31" West along the northerly line of the Northwest Quarter of said Section 2, a distance of 1423.77 feet;

Thence South 00°18'29" West, 85.00 feet to the **POINT OF BEIGNNING**;

Thence South 00°17'20" West, 45.00 feet;

Thence North 89°42'40" West, 5.00 feet to the southerly Right of Way line of said Jomax Road;

Thence along said southerly Right of Way line the following 4 courses;

Thence North 44°42'05" West, 42.43 feet;

Thence North 89°41'31" West, 544.53 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 00°18'39" West, 1349.81 feet;

Thence southwesterly along said curve to the left, through a central angle of 38°33'26", an arc length of 908.35 feet to a point of tangency;

Thence South 51°45'03" West, 466.80 feet;

Thence North 38°14'57" West, 77.00 feet to a line parallel with and 55.00 feet southerly of the centerline of said Jomax Road;

Thence North 51°45'03" East along said parallel line, 426.52 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1395.00 feet;

Thence northeasterly along said curve to the right, through a central angle of 38°33'26", an arc length of 938.77 feet to a point of tangency and a line parallel with and 55.00 feet southerly of the centerline of said Jomax Road;

Thence South 89°41'31" East along said parallel line, 350.86 feet;

Thence South 00°18'29" West, 10.00 feet to a line parallel with and 65.00 feet southerly of the centerline of said Jomax Road;

Thence South 89°41'31" East along said parallel line, 260.00 feet;

Thence South 44°42'05" East, 28.29 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 116,140 square feet (2.6662 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: Colliers Engineering and Design
4742 North 24th Street, Suite 270
Phoenix, AZ 85016
Project No. 1909
Date: September 2025

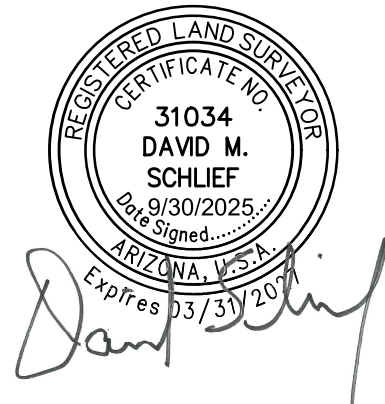
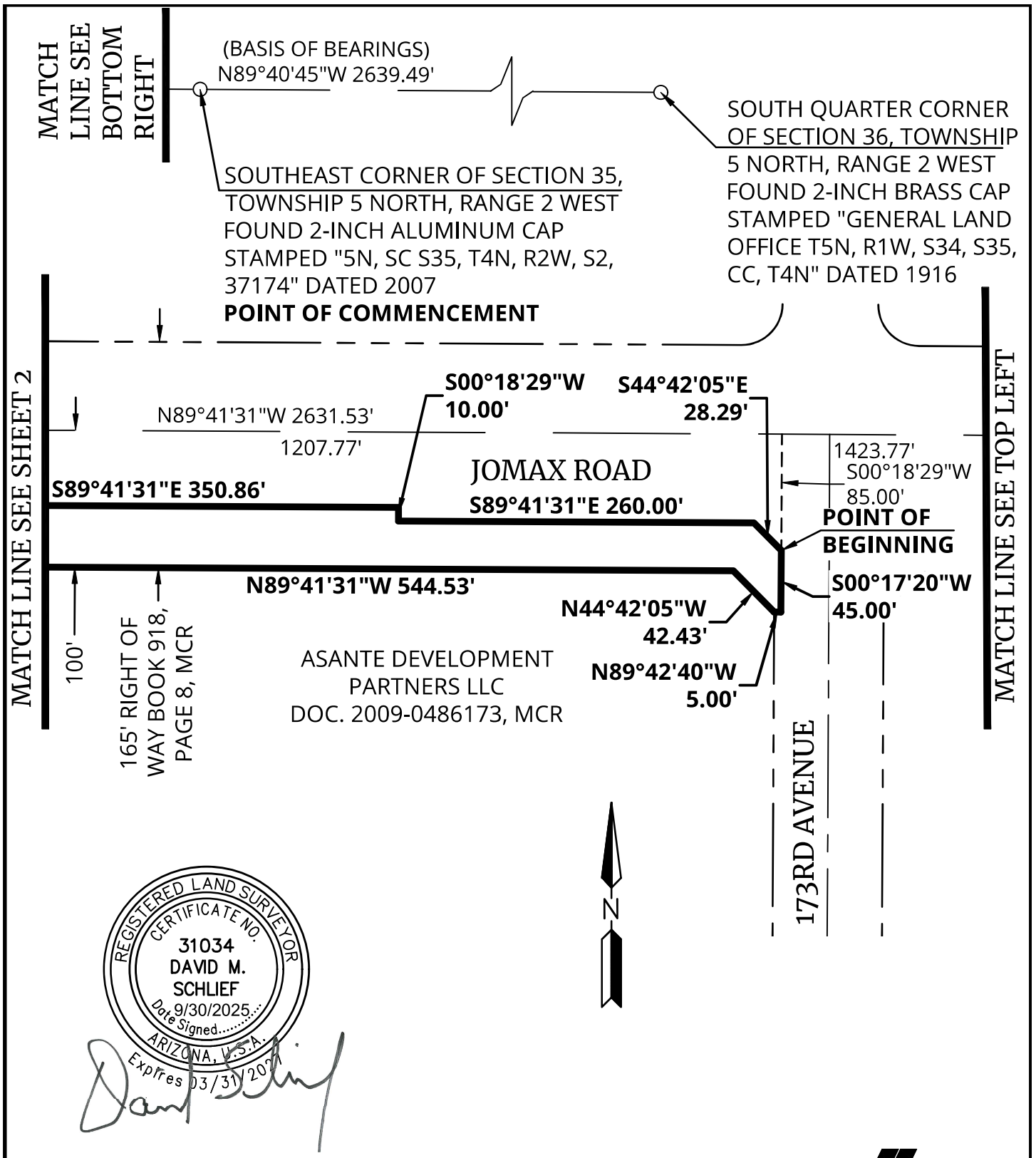


EXHIBIT B



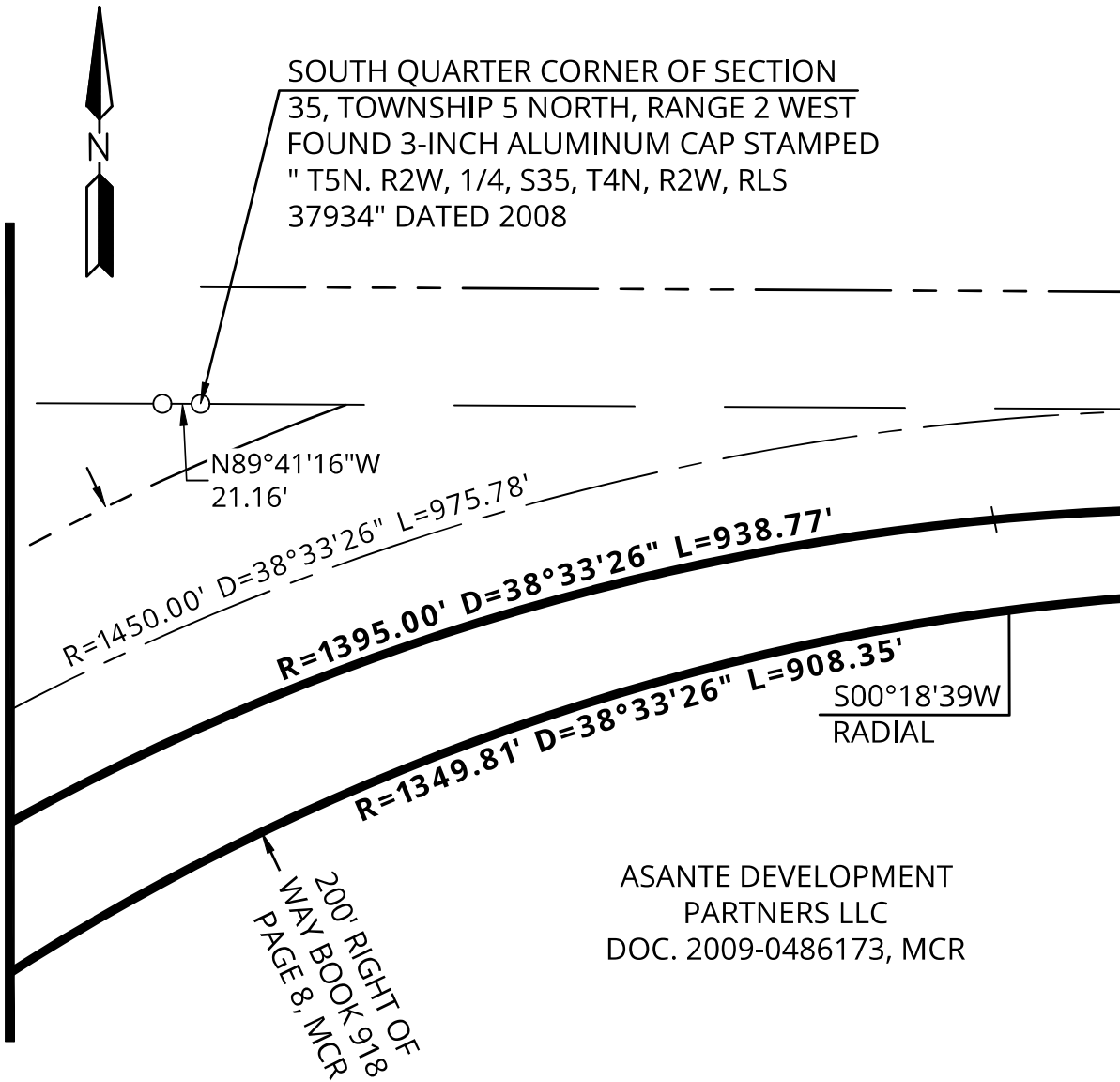
PAGE 1 OF 3

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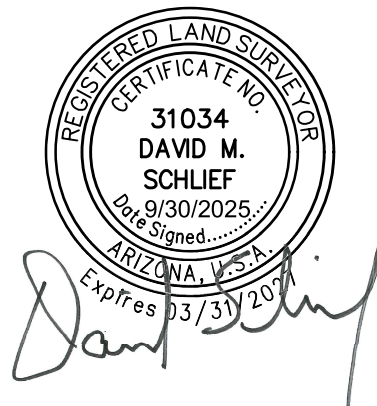
PROJ.NO.: 1909	ASANTE NORTH - JOMAX ROAD RIGHT OF WAY REDUCTION SURPRISE, ARIZONA EXHIBIT	 Colliers Engineering & Design 4742 N 24th Street, Suite 270 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2025		
SCALE: 1" = 100'		
DRAWN BY: JK		
CHECKED BY: DMS		

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 1



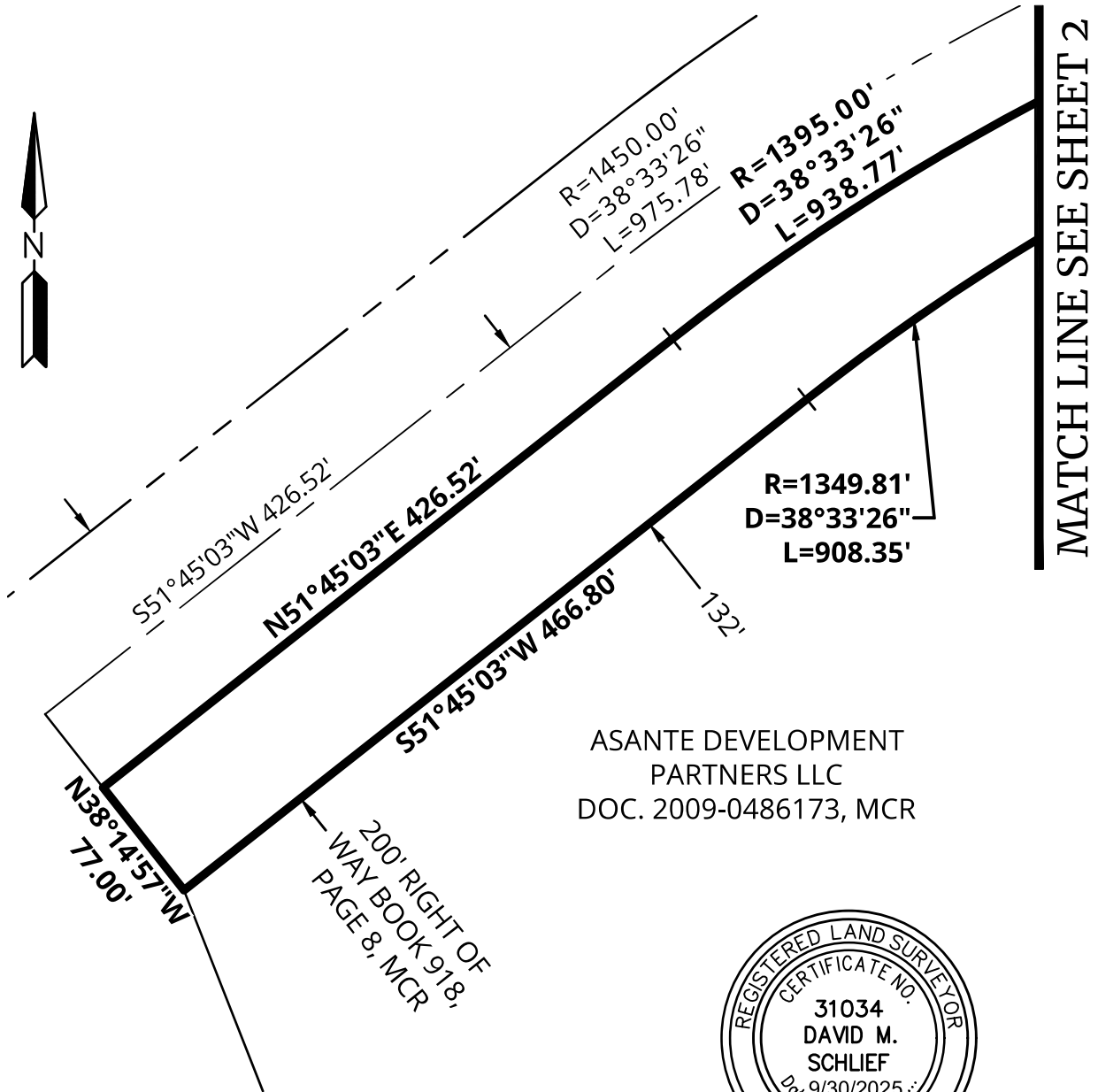
ASANTE DEVELOPMENT
PARTNERS LLC
DOC. 2009-0486173, MCR



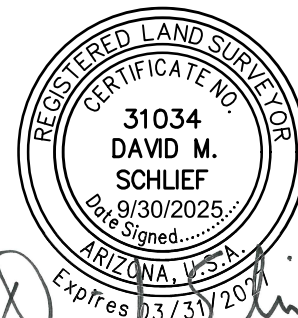
PAGE 2 OF 3

Formerly **HILGARTWILSON**

PROJ.NO.: 1909	ASANTE NORTH - JOMAX ROAD RIGHT OF WAY REDUCTION SURPRISE, ARIZONA EXHIBIT	 Engineering & Design 4742 N 24th Street, Suite 270 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2025		
SCALE: 1" = 100'		
DRAWN BY: JK		
CHECKED BY: DMS		



ASANTE DEVELOPMENT
PARTNERS LLC
DOC. 2009-0486173, MCR



David M. Schlieff



Formerly **HILGARTWILSON**

PAGE 3 OF 3

PROJ.NO.: 1909	ASANTE NORTH - JOMAX ROAD RIGHT OF WAY REDUCTION SURPRISE, ARIZONA EXHIBIT	 Colliers Engineering & Design 4742 N 24th Street, Suite 270 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2025		
SCALE: 1" = 100'		
DRAWN BY: JK		
CHECKED BY: DMS		

Asante North – Jomax (West)

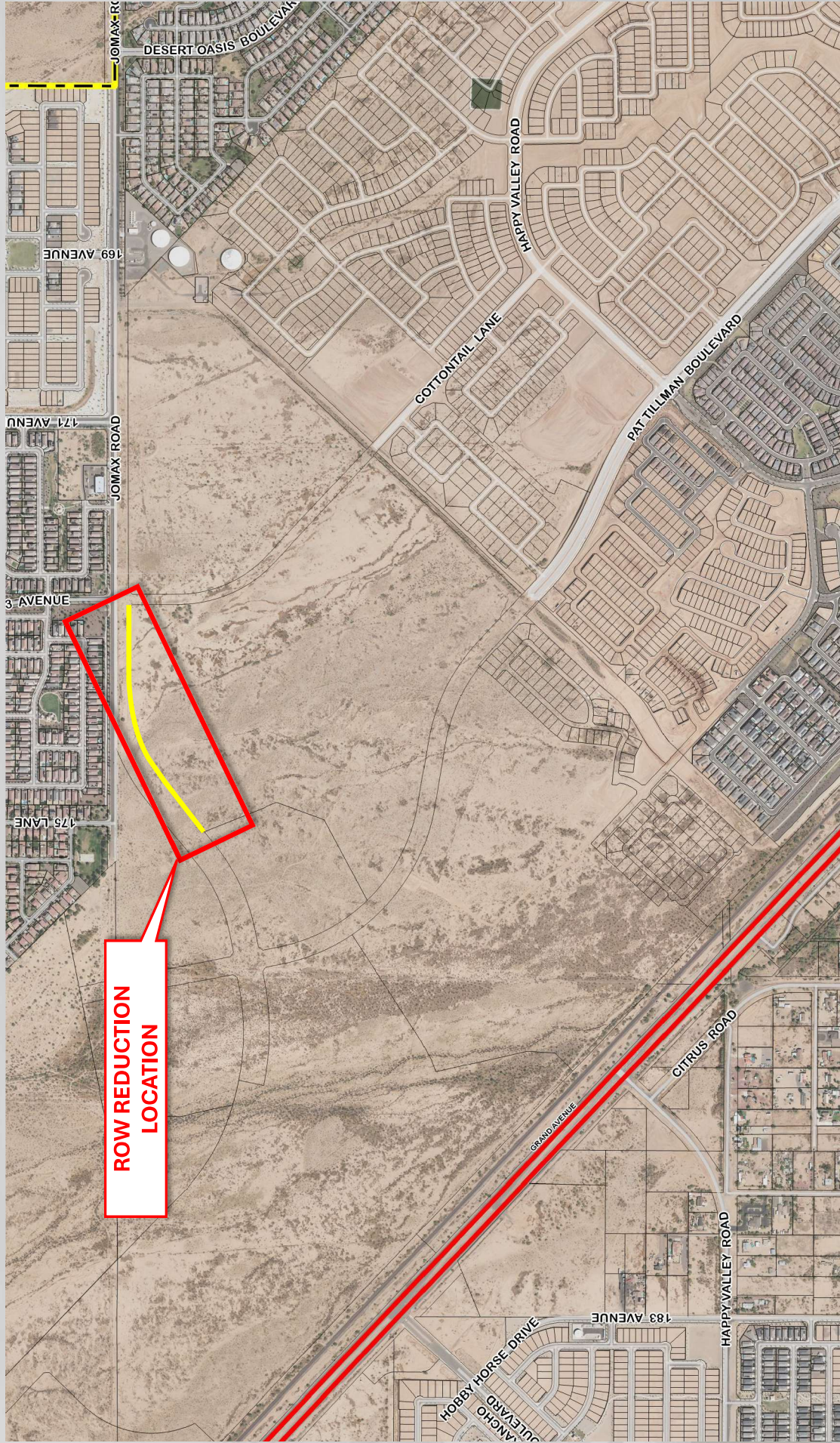
Right-of-Way Reduction

City Council
April 21, 2026



SURPRISE
ARIZONA
Page 214 of 227

VICINITY MAP



(BASIS OF BEARINGS)
N89°40'45"W 2639.49'

SOUTHEAST CORNER OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 2 WEST
FOUND 2-INCH ALUMINUM CAP
STAMPED "5N, 5C 535, T4N, R2W, 5Z,
37174" DATED 2007

POINT OF COMMENCEMENT

100' 1207.77' 10.00' 28.29' 500°18'29"W S44°42'05"E
N89°41'31"W 2631.53'

S89°41'31"E 350.86'

JOMAX ROAD
S89°41'31"E 260.00'

1423.77' 85.00' 500°18'29"W
POINT OF BEGINNING

500°17'20"W 45.00'

N44°42'05"W 42.43'
N89°42'40"W 5.00'

ASANTE DEVELOPMENT
PARTNERS LLC
DOC. 2009-0486173 MCR

165' RIGHT OF WAY
PAGE 8, MCR

100'

13RD AVENUE

13RD AVENUE

31034
DANIEL W. SCHUEF
Surveyor
No. 0000000000
EXPIRATION DATE 09/30/2025

RECEIVED LAND AND MINES DIVISION
SEP 10 2025

150000

FORMERLY HILDBARTYLL

Engineering & Design

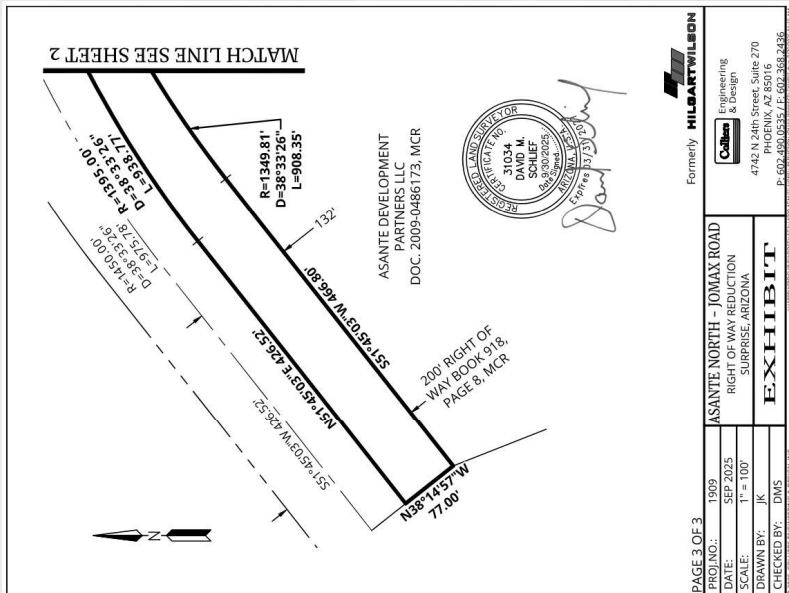
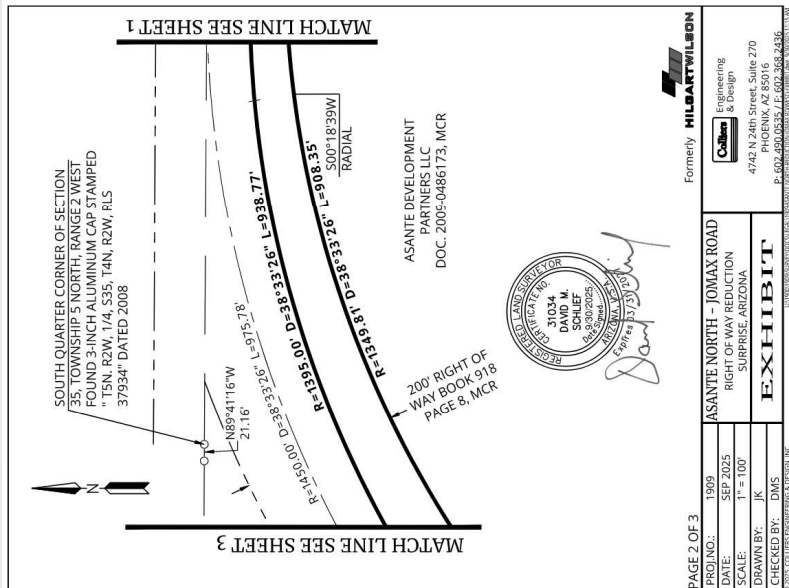
4742 N 24th Street, Suite 270
PHOENIX, AZ 85016
P: 602.400.0335/F: 602.369.4336

PROJ. NO.	1909
DATE	SEP 2025
SCALE	1" = 100'
DRAWN BY	JK
CHECKED BY	DMS

PAGE 1 OF 3

ASANTE NORTH - JOMAX ROAD
RIGHT OF WAY REDUCTION
SURPRISE, ARIZONA

EXHIBIT



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA

Page 217 of 227



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to edit City Code Section 2-61, permitting two or more council members to place an item on the agenda no less than twenty-four hours before the meeting; Ordinance 2026-05

Motion:

I move to approve Ordinance 2026-05.

Background:

City Code Section 2-61(c)(3) currently requires two or more Council members to contact the City Clerk no later than the close of business on the Friday preceding the proposed meeting date in order to place an item on the agenda. At the April 7, 2026, City Council meeting, a motion was made and a second was received, requesting that Sec. 2-61(c)(3) be edited to permit two or more Council members to place an item on a future agenda by submitting a written request to the City Clerk no less than twenty-four (24) hours before the meeting.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Ordinance 2026-05 Amending City Code Sec. 2-61
2. 26.04.15 Council Presentation Code Amendment for SMC Sec. 2-61

ORDINANCE # 2026-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE CODE OF SURPRISE, ARIZONA, BY AMENDING CHAPTER 2, ARTICLE II, SECTION 2-61, RELATING TO AGENDAS FOR MEETINGS; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, Surprise Municipal Code (the “Code”) Section 1-5 authorizes Surprise City Council to amend the Code; and

WHEREAS, at the City Council meeting on April 7, 2026, and motion was made, and a second was received, to change City Code section 2-61(c)(3); and

WHEREAS, City Code section 2-61(c)(3) currently states, in part, that items may be placed on a future agenda by two or more City councilmembers who submit a written request to the City Clerk no later than the close of business of the Friday preceding the proposed meeting date; and

WHEREAS, in order to be consistent with City Code section 2-61(c)(1), a motion was made to amend section 2-61(c)(3) to permit two or more City councilmembers to place an item on a future agenda so long as they submit a written request to the City Clerk no less than twenty-four (24) hours before the meeting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Chapter 2, Article II, Section 2-61(c)(3) of the Code is hereby amended as described on the attached Exhibit A and incorporated herein by this reference.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the Code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This Ordinance will become effective at the time and manner prescribed by law.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

~~(Red strikethrough indicates deletions; edits or additions are highlighted)~~

Chapter 2 – Administration
ARTICLE II. MAYOR AND COUNCIL

Sec. 2-61. Agenda.

- (a) No later than five business days prior to each council meeting, the city clerk must collect all written reports, communications, ordinances, resolutions, contracts and other documents to be submitted to the council, and prepare and post an agenda in accordance with state law.
 - (b) Each agenda will contain an option for items to be placed on a future agenda.
 - (c) Items may be placed on the agenda by:
 - (1) The mayor, city manager, or city attorney, no less than 24 hours before the meeting;
 - (2) A motion and second of any council member made during a future agenda item at a public meeting; or
 - (3) Upon a written request by two council members submitted to the city clerk **no less than 24 hours before the meeting** ~~later than the close of business of the Friday preceding the proposed meeting date.~~ In the event one request is submitted on behalf of two or more council members, the city clerk will verify the request with each council member identified in the request.
 - (d) The city attorney will advise the city clerk regarding the appropriate wording of agenda items.
- (Ord. No. 2013-09, § 2(Exh. A), 11-12-2013; Ord. No. 2024-28, § 1, 8-20-24; Ord. No. 2026-05, (Exh. A), 04-21-26)

Code Amendment to Surprise Municipal Code § 2- 61

City Attorney's Office

April 21, 2026



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Previous version of Surprise Municipal Code (S.M.C.) § 2-61(c)

Prior to Ordinance 2024-28 (Aug. 20, 2024) S.M.C. § 2-61 read as follows:

Sec. 2-61(c). - Agenda.

...

(c) Items may be placed on the agenda by:

- (1) The mayor, city manager, or city attorney, no less than 24 hours before the meeting;
- (2) A motion and second of any council member made during a future agenda item at a public meeting; or
- (3) Upon a written request signed by two council members and submitted to the city clerk no less than five business days prior to the proposed meeting date.

...



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Ordinance 2024-28

Ordinance 2024-28 revised S.M.C. § 2-61(c)(3) as follows:

- (c)(3) Upon a written request by two council members submitted to the city clerk no later than the close of business of the Friday preceding the proposed meeting date. In the event one request is submitted on behalf of two or more council members, the city clerk will verify the request with each council member identified in the request.



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Suggested amendment to S.M.C. § 2-61(c)

The proposed amendment to S.M.C. § 2-61(c)(3) is as follows:

(c) Items may be placed on the agenda by:

...

(3) Upon a written request by two council members submitted to the city clerk NO LESS THAN 24 HOURS BEFORE THE MEETING later than the close of business of the Friday preceding the proposed meeting date. In the event one request is submitted on behalf of two or more council members, the city clerk will verify the request with each council member identified in the request.



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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 21, 2026
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

* Staff update regarding the proposed DHS facility.

Motion:

Presentation Only

Background:

Councilmember Judd submitted a request to the City Clerk for this item to be added to the agenda. The request was seconded by Vice Mayor Greenberg.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
