

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

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Tolleson, ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about November 21, 2023. The purpose of the Agreement is to support the City's Farmer's Market (the "initiative") to expand access to food and nutrition in the Tolleson area. The Agreement term is November 1, 2023, through June 30, 2024. The County provided the Subrecipient with with \$24,750 in CSBG Funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES) for Initiative activities. The County and the Subrecipient collectively are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about June 26, 2024. The Amendment extended the Agreement through June 30, 2025, and provided funds for fiscal year 2025 (FY25), in the amount of \$29,700 in CSBG funds, through an Agreement with ADES. The period of funding availability is from July 1, 2024, through June 30, 2025. The Amendment also updated Agreement required clauses.

- II. The Parties agree to enter into this Amendment No. 2 to amend the Agreement as follows:
- A. Revise Paragraph 5.0 (Administrative Change Orders), by removing it in its entirety and replacing with the following:

5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 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:
- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 5.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
 - 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - 5.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the federal, state or local regulations, policies, or requirements.

- B. Revise Paragraph 6 (Funding) and attached Operating Budget by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Subrecipient with a not to exceed amount of \$34,700 (\$5,000 in County General Funds and \$29,700 in funds provided to the County through an IGA with ADES). The funding period of availability is July 1, 2024, through June 30, 2025, Fiscal Year 2025 (FY25).
- C. Revise Paragraph 13.0 (Notices) for Maricopa County Representative 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

- D. Revise paragraph 54.0 (Administrative Requirements) to remove subparagraph 54.3.2 and replace it in its entirety with the following:

54.3.2 The Subrecipient shall each 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. Contractors 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

- E. Add the following paragraphs to the Agreements:

57.0 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.

58.0 ACRONYMS AND DEFINITIONS

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

59.0 CASH MATCH/LEVERAGE REQUIREMENTS

59.1 The Subrecipient 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.

59.2 Subrecipient shall provide information regarding the revenue sources and amounts of cash match contributions.

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 2. The Agreement is amended to incorporate the changes contained in this Amendment No. 2. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 2 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. 2 on their behalf and it shall be effective upon approval and signature by both Parties.

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

APPROVED BY:
CITY OF TOLLESON

APPROVED BY:
MARICOPA COUNTY

City Manager Date

Chairman Date
Board of Supervisors

Attested To:

Attested To:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 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 THE CITY OF TOLLESON 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:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

City of Tolleson
Operating Budget
FY2025

City of Tolleson Operating Budget – CSBG Service Initiatives

Contact Period - July 1st, 2024, through June 30th, 2025

Funding Source	Initial Funding (Amendment 1)	Additional Funding (Amendment 2)	New Total Cost
County Funds	\$29,700	\$5,000	\$34,700
Cash Match Contributions	\$9,900	\$1,667	\$11,567
Total	\$39,600	\$6,667.00	\$46,267

Budget Category	Direct Cost	Administration Cost	Total
Total Expenses	\$41,640	\$4,627	\$46,267