

RESOLUTION NO. 2607

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR FISCAL YEAR 2026, CONTRACT NO. C-22-22-120-X-04, BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR CASH REIMBURSEMENT TO THE CITY IN THE AMOUNT OF \$165,000 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 TOLLESON.

WHEREAS, the City of Tolleson (the “City”) entered into an Intergovernmental Agreement (“Agreement”) with the Maricopa County Human Services Department (“MCHSD”) for the City to provide Community Action Program (“CAP”) services, including assisting low-income households in crisis situations and supporting efforts to achieve economic self-sufficiency, with funding provided by MCHSD; and

WHEREAS, the City and MCHSD desire to enter into this Fourth Amendment to extend the term of the Agreement from July 1, 2025, through June 30, 2026, and revise certain provisions, including providing additional reimbursement in the amount of \$165,000 for Fiscal Year 2026; and

WHEREAS, CAP services under this Agreement include crisis case management, navigation, referrals, and delivery of financial assistance to stabilize households experiencing emergencies such as eviction, utility shutoff, food insecurity, or unemployment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Agreement between the City and MCHSD pertaining to CAP services is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2607

[Fourth Amendment to Intergovernmental Agreement]

See following pages.

**AMENDMENT NO. 4 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, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about June 22, 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 Tolleson. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 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 \$165,000 for Fiscal Year 2024.

The Parties entered into Amendment No. 2 on or about March 5, 2024. The Amendment added the Uyghur Forced Labor Prevention Act. Section 4 (Budget and Compensation), Paragraph 1.0 (Budget), Subparagraph 1.2.4 was revised by adding Assistance Listing Number (ALN) 21.027 American Rescue Plan Act (ARPA) as a source of funding. The ARPA ALN was an existing source of funding and the overall Agreement budget was not impacted.

The Parties entered into Amendment No. 3 on or about June 26, 2024. The Amendment extended the Agreement through June 30, 2025, and updated County point of contact. Revised Section 1 (General Provisions), Paragraph 57.0 (UFLPA), Subparagraph 57.1 to correct the reference from Subrecipient to Contractor. Revised and replaced Section 3 (Work Statement). Revised and replaced Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) with new Operating Budget. The County provided the Contractor with \$165,000 for Fiscal Year 2025. The period of funding availability is July 1, 2024, through June 30, 2025.

- II. The Parties agree to enter into this Amendment No. 4 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 Tolleson 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 \$165,000 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 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

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

1. Revise and replace Paragraph 6.0 (Administrative Change Order) in its entirety 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 the federal, state or local regulations, policies, or requirements.

2. Add paragraph 58.0 Acronyms and Definitions to the Agreement:

58.0 ACRONYMS AND DEFINITIONS

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

- F. 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.

- G. 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 program 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 Facility Requirements

2.4.1 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:

- 2.4.1.1 AZDES LIHEAP Application Portal;
 - 2.4.1.2 HSD Client Portal;
 - 2.4.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
 - 2.4.1.4 Online job search and submission of application/resume; and/or
 - 2.4.1.5 Information regarding scholarships and federal financial aid.
- 2.4.2 Subrecipient shall ensure adequate space for the following:
- 2.4.2.1 On-site workshops and training classes;
 - 2.4.2.2 Local job/career fairs; and
 - 2.4.2.3 Eligibility determination where confidential information cannot be overheard.

2.5 **Reporting Requirements**

- 2.5.1 Subrecipient shall submit programmatic and financial reports to MCHSD as listed below:
- 2.5.1.1 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.
 - 2.5.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
 - 2.5.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
 - 2.5.1.4 Failure to submit required reports in the designated timeframe listed may result:
 - 2.5.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
 - 2.5.1.4.2 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.

2.6 **HSD Dynamics Access**

- 2.6.1 Access to HSD Dynamics will be provided by MCHSD/CRD upon request from Subrecipient.
- 2.6.2 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.

2.6.3 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:

2.6.3.1 Approving clients for services they are not eligible for;

2.6.3.2 Denying eligible clients services; and

Accessing the HSD Dynamics for any purpose other than areas of responsibility.

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

2.7 Staff Requirements

2.7.1 Subrecipient shall:

2.7.1.1 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;

2.7.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.7.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.7.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.7.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.7.1.5.1 An overview of the MCHSD/CRD Policy and Procedure Manual; and

2.7.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.7.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;

2.7.1.7 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.

2.7.2 Code of Conduct:

2.7.2.1 The Subrecipient shall avoid any action that might create or result in the appearance of:

- 2.7.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
- 2.7.2.1.2 Actions on behalf of the County without appropriate authorization.
- 2.7.2.1.3 Providing favorable or unfavorable treatment to anyone.
- 2.7.2.1.4 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.
- 2.7.2.1.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
- 2.7.2.1.6 Loss of impartiality when advising the County.

2.8 Community Action Program Meetings

- 2.8.1 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.
- 2.8.2 Subrecipient shall ensure that a designated staff member participates in CAP meetings, as scheduled.

2.9 Cooperation in Strategic Planning and Community Needs Assessment:

- 2.9.1 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.

2.10 Training and Technical Assistance

- 2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance, if applicable, on the following:
 - 2.10.1.1 MCHSD/CRD Policy and 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 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - 2.10.1.7 Review of program monitoring findings; and

- 2.10.1.8 Other training and technical assistance as needed/required.

2.11 **Limited English Proficiency**

- 2.11.1 The Subrecipient 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 Subrecipient 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 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.
 - 2.11.2.13 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 Subrecipient by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.12 Grievance Procedures

2.12.1 Subrecipient shall establish a process to review and address client grievances. Subrecipient shall submit grievance process to MCHSD/CRD, as requested.

2.12.2 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.

2.12.3 Subrecipient shall address grievances for individuals seeking/receiving County funded assistance who feel that they have not been treated fairly..

2.12.4 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.

2.13 Community Action Tripartite Board Recruitment

2.13.1 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:

2.13.1.1 Post flyers at location(s) and community events;

2.13.1.2 Share information and distribute flyers to clients;

2.13.1.3 Direct community members to the following MCHSD website page to obtain additional information and Commission application: CACCommission@maricopa.gov;

2.13.1.4 Assist clients or with the Democratic Selection Process;

2.13.1.5 Coordinate outreach efforts to city council members.

2.14 Pandemic Award Performance

2.14.1 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.

2.14.2 The pandemic performance plan shall include:

- 2.14.2.1 Key succession and performance planning if a sudden significant decrease in Subrecipient'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 Subrecipient 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 Subrecipient can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

- H. 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

- I. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) and replace the Operating Budget. The County shall provide the Subrecipient with a not to exceed amount of \$165,000 for the period of July 1, 2025), through June 30, 2026 (Fiscal Year 2026). Unexpended funds from Fiscal Year 2025 shall not be available for expenditures in Fiscal Year 2026.
- J. 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. 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.

[Signatures contained on following page]

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

APPROVED BY:
CITY OF TOLLESON

APPROVED BY:
MARICOPA COUNTY

Juan F. Rodriguez, Mayor Date

Thomas Galvin, Chairman Date
Board of Supervisors

Attested To:

Attested To:

Crystal Zamora, Date
City Clerk

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. 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 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. 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:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

Fiscal Year 2026 Operating Budget*

City of Tolleson Operating Budget – CAP Services

Contract Period	July 1st, 2025, through June 30th, 2026
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Funding

County Funds	\$165,000
Cash Match Contributions	\$256,911
	\$421,911

Budget Category	Direct Cost	Administration Cost	Total Cost
Total Expenses	\$400,223	\$21,688	\$421,911

*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.