

RESOLUTION NO. 2649

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR FISCAL YEAR 2027, CONTRACT NO. C-22-22-120-X-05, BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, PROVIDING \$66,000 IN FUNDING FOR COMMUNITY ACTION PROGRAM (CAP) SERVICES FOR THE PERIOD JULY 1, 2026 THROUGH DECEMBER 31, 2026, INCLUDING CRISIS CASE MANAGEMENT, COORDINATION OF SERVICES TO ASSIST LOW-INCOME HOUSEHOLDS IN CRISIS SITUATIONS, AND ASSISTANCE TO MOVE HOUSEHOLDS CLOSER TO ECONOMIC SELF-SUFFICIENCY IN TOLLESON; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND PROVIDING THAT THE AMENDMENT SHALL BECOME EFFECTIVE UPON ITS EXECUTION.

WHEREAS, the City of Tolleson (the “City”) entered into an Intergovernmental Agreement (“Agreement”) with Maricopa County, administered by its Human Services Department (“MCHSD”), for the City 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 households closer to economic self-sufficiency in Tolleson; and

WHEREAS, the City and MCHSD desire to enter into the Fifth Amendment to extend the term of the Agreement from July 1, 2026 through June 30, 2027, provide funding for Community Action Program services for the period July 1, 2026 through December 31, 2026, and revise certain provisions of the Agreement; and

WHEREAS, the Fifth Amendment provides the City with \$66,000 in funding for Community Action Program (CAP) services for the budget period July 1, 2026 through December 31, 2026, and provides for the potential receipt of additional funding through future amendment(s) subject to Maricopa County's receipt of funding; and

WHEREAS, CAP services under the Agreement include crisis case management, navigation services, referrals, and assistance intended to stabilize households experiencing emergencies such as eviction, utility shutoffs, food insecurity, unemployment, and other economic hardships; and

WHEREAS, the Mayor and Council find that approval of the Fifth Amendment is in the best interests of the City of Tolleson and its residents.

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 term of this Fifth Amendment shall commence on July 1, 2026 and expire on June 30, 2027.

Section 3. The Fifth Amendment to the Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, pertaining to Community Action Program (CAP) services is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. 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 Fifth Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage, adoption, and execution of the Fifth Amendment.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of June, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2649

[Fifth Amendment to Intergovernmental Agreement]

See following pages.

**AMENDMENT NO. 5 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"), on or about June 22, 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 Tolleson. The current Agreement term is July 1, 2025, through June 30, 2026.

The County provided the Subrecipient with \$165,000 Fiscal Year 2026 funding for CAP Services. Funding sources for the Agreement include but are not limited to funds made available to the County through an Intergovernmental Agreement (IGA) with Arizona Department of Economic Security (DES) under IGA DI25-002428/C-22-26-011-X-00. The total Agreement funding is \$165,000. The funding period of availability is July 1, 2025, through June 30, 2026. The County and the Subrecipient collectively are referred to as the "Parties."

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

- A. Extend the Agreement expiration date shown on page 1 of the Agreement from June 30, 2026, through June 30, 2027.

- B. Revise Maricopa County Representative on Page 1 of the Agreement as follows:

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

- C. The County shall provide the Subrecipient with \$66,000 in funding for the budget period July 1, 2026, through December 31, 2026 (Fiscal Year 2027).

- a. The funding sources for this Amendment may include but are not limited to the following:

93.569 Community Services Block Grant (CSBG)
93.667 Social Services Block Grant (SSBG)
93.558 Temporary Assistance for Needy Families (TANF)
93.568 Low Income Home Energy Assistance Program (LIHEAP)

21.027 American Rescue Plan Act State Local Fiscal Recovery Funds
(ARPA-SLFRF)

- b. The County shall provide the Subrecipient with additional funding for the Agreement term, through an amendment to the Agreement, as outlined in Section 1 (GENERAL PROVISIONS) PARAGRAPH 4.0 (AMENDMENTS) of the Agreement, subject to County's receipt of funding.
- c. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with FY2026 and FY2027 final expenditure dollar amounts made available under each federal award program, according to Assistance Listing Number (ALN), within 60 days after the applicable fiscal year end by formal amendment in accordance with Section 1 (General provisions), Paragraph 4.0 (Amendments) ([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))).
- d. In accordance with Section 4 (Budget and Compensation), subparagraph 1.1 of the Agreement, 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, which shall be identified in the Itemized Service Budget (ISB). Subrecipient shall provide County an ISB within 30 days of execution of the Agreement, subject to final approval by Human Services Department Assistant Director, identified on page 1 of the Agreement. The final approved budget for the first six months of Fiscal Year 2027 shall be incorporated into the Agreement by Addendum, as provided in the Sample Addendum attached.
- D. Revise Section 1 (General provisions), Paragraph 5.0 (Termination) by adding subparagraph 5.6 to the Agreement as follows:
- 5.6 Upon termination or cancellation of this Agreement, all property, if any, shall be returned to or retained by the purchasing Party.
- E. Revise Section 3 (Work Statement), by removing it 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/Senior Services and Community Resilience Division (MCHSD/SSCRD) administers Community Action Program activities, the primary purpose of SSCRD 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, 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 are defined in the MCHSD/SSCRD Policy and Procedure Program Handbook.

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

2.1.4 MCHSD/SSCRD will make payments directly to vendors upon authorization by the 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 who apply in person with a paper application or need 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/SSCRD Policy and Procedure Program Handbook;

- 2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics or another comparable platform within 24 hours of receipt;
 - 2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics SharePoint or another comparable platform;
 - 2.1.6.2.5 Create an application in HSD Dynamics or another comparable platform, as well as the program application (s) which the client applied for;
 - 2.1.6.2.6 Upload eligibility documents in HSD Dynamics or another comparable platform;
 - 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 client portal or another comparable platform per MCHSD/ SSCRD Policy and Procedure Handbook following the process outlined below:
- 2.1.6.3.1 Subrecipient will assign and disposition program applications to Client Services Specialists;
 - 2.1.6.3.2 Upload eligibility documents in HSD Dynamics or another comparable platform; 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 or another comparable platform, in addition to local/ grant financial assistance services;
 - 2.1.6.3.5 Manage and monitor application queue in HSD Dynamics or another comparable platform based on program application submission date;
 - 2.1.6.3.6 The Service Provider shall adhere to the queue mitigation protocols set forth in the Policy and Procedure Handbook to maintain wait times and queue volumes within the parameters defined therein
 - 2.1.6.3.7 All client communication must be documented as well as make relevant 'case notes' on the client's current

application timeline in HSD Dynamics or another comparable platform.

- 2.1.6.3.8 Conduct quality assurance review and ensure quality controls on each program application case and subsequent completed service authorization (s); Subrecipient shall document site QA procedures and designate an owner of the QA process by role and name which must remain updated throughout the program year. Submit to MCHSD upon request.
- 2.1.6.3.9 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date.
- 2.1.6.3.10 Subcontractor shall comply with the requirements of Arizona Confidentiality Program A.R.S.§41-161 and procedures outlined in the MCHSD-SSCRD Policy and Procedure Manual.

2.2 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application or another comparable platform application, and program application. Navigation is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both Subrecipient's internal programs (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, including LIHEAP application signature page.
- 2.2.1.1.3 Scanning and uploading required documents, as needed.
- 2.2.1.1.4 Provide paper applications to clients, upon request. Enter and upload required documentation into the DES portal on the Client's behalf.
- 2.2.1.1.5 Upon request, 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 a Life Threatening Crisis Assistance Application.
- 2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.
- 2.2.1.1.8 All LIHEAP Navigations that are completed must be documented in HSD Dynamics or another comparable platform. A case note must be made on the utility program application timeline and monitory navigations fields must be completed.
- 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, to complete a logic model and provide additional outcome reporting. 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 and program application(s) in HSD Dynamics or another comparable platform 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/SSCRD Policy and Procedure Manual.
- 2.2.1.6 Navigation services shall be reported in MCHSD/SSCRD 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 or another comparable platform prior to the delivery of information and referral services.
 - 2.3.2.2 Subrecipient shall document all referrals in HSD Dynamics or another comparable platform and follow referral procedures in accordance with the MCHSD/SSCRD Policy and Procedure Manual.
 - 2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/SSCRD 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 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 are not submitted within the designated time period, determined by MCHSD following the Contract term.

2.6 HSD Dynamics (Or Another Comparable Platform) Access

- 2.6.1 Access to HSD Dynamics or another comparable platform will be provided by MCHSD/SSCRD upon request by the Subrecipient.
- 2.6.2 Subrecipient shall provide MCHSD/SSCRD information regarding staffs' name, position title, contact information,

and evidence of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances. Subrecipient will submit CAP personnel Fingerprint renewals and annual Central Registry renewals to CAPSupport@maricopa.gov.

- 2.6.3 MCHSD reserves the right to immediately remove access if it is determined Subrecipient's personnel (employed or as volunteer) is a risk to 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 or another comparable platform 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 Clearances (applicable to ARS §§36-594.01, 36-3008, 41-1964, and 46-141) and Central Registry clearances (compliant with Central Registry provisions of ARS §8-804 in its entirety) have been completed with satisfactory results and procedures are in place if results are unsatisfactory. Subrecipient shall have a documented procedure for CAP personnel who as a condition of employment/volunteer or upon renewal (annual review for Central Registry) is deemed disqualified through the Fingerprint or Central Registry Clearance process. Documented procedure is provided to MCHSD-SSCRD upon request.

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/SSCRD 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-SSCRD;

2.7.1.7 The Subrecipient shall be required to notify MCHSD-SSCRD of staff changes and vacant positions within two (2) business days of staff changes through CAPSupport@maricopa.gov. 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 meetings that will be held on a quarterly basis, at a minimum 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 member of leadership staff participates in all 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/SSCRD Policy and Procedure Program Manual;
- 2.10.1.2 MCHSD funded financial assistance services;
- 2.10.1.3 Use of HSD Dynamics or another comparable platform;
- 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. To ensure compliance, reference DES 1-01-34 at: <https://des.az.gov/digital-library/limited-english-proficiency>

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-Verifying applicants for public benefits; violation; classification; citizen suits
- 2.11.2.10 ARS§1-501-§1-502, Eligibility for federal, state, or local public benefits; documentation; violation; classification; citizen suites; court costs and attorney fees;
- 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 **Appeal/Grievance Procedures**

2.12.1 Subrecipient shall establish a process to review and address client appeals and grievances. Subrecipient shall submit an appeal/grievance process to MCHSD/SSCRD annually, and as requested. The grievance/appeal procedure shall be accessible to applicants at the time of application submission.

2.12.2 Subrecipient shall advise all applicants of their right to present to the Subrecipient any appeal/grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, award amount, 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 grievance requests generated by clients must be documented in HSD Dynamics or another comparable platform. All communication and documentation requests regarding the grievance must be documented in HSD Dynamics or another comparable platform on the Application timeline. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as

outlined in the MCHSD/SSCRD 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.

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 remain 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.

[signatures contained on following page]

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

APPROVED BY:
CITY OF TOLLESON

APPROVED BY:
MARICOPA COUNTY

Juan F. Rodriguez Date
Mayor

Kate Brophy McGee Date
Chair, 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. 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 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. 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:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

Addendum Sample

Fiscal Year 2027 Operating Budget				
City of Tolleson Operating Budget – CAP Services				
Contract Budget Period		July 1st, 2026, through December 31, 2026		
Funding				
County Funds			\$	
Cash Match Contributions			\$	
			\$	
Budget Category		Direct Cost	Administration Cost	Total Cost
Personnel		\$	\$	\$
ERE		\$	\$	\$
P & O Services		\$	\$	\$
Travel		\$	\$	\$
Space		\$	\$	\$
Materials & Supplies		\$	\$	\$
Operating Services		\$	\$	\$
Total Expenses		\$	\$	\$