



City of Avondale
City Council Online Meeting
Monday, August 18, 2025

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Dale Nannenga, Assistant City Manager

Katie Gregory, Assistant City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

Online Meeting

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City Council Online Meeting Notice & Agenda Monday, August 18, 2025

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Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

REGULAR MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

3. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. MINUTES

City Council will consider a request to approve the July 7, 2025 and July 14, 2025 City Council meeting minutes. The Council will take appropriate action.

b. APPROVAL OF SECONDARY EMPLOYMENT

City Council will consider a request from the City Manager to enter into an agreement with Northern Arizona University for a compensated teaching position for the 2025-2026 academic year. The Council will take appropriate action.

c. SOLID WASTE BUDGET CONTINGENCY TRANSFER

City Council will consider a request to amend the Fiscal Year 2025 budget by approving a budget transfer from contingency appropriation, increasing the award authority, and authorize the Finance and Budget Department staff to take the steps necessary to execute the transfer. The Council will take appropriate action.

d. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2025 - 2026

City Council will consider a request to: a) approve a contract with Area Agency on Aging (AAA) for fiscal year 2025-2026 in the amount of \$418,429; b) approve a Vehicle Lease Agreement in the amount of \$5; c) adopt an itemized budget for the Senior Services division; d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and e) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1052-0825 - RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT WITH FIRST THINGS FIRST - SERVICES AT THE ARIZONA COMPLETE HEALTH AVONDALE RESOURCE CENTER

City Council will consider a request to adopt Resolution 1052-0825, approving an Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First, to receive \$250,000 in funding for services at the City of Avondale Family Resource Center for fiscal year 2026 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1053-0825 - AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH FIRST THINGS FIRST - SERVICES AT THE ARIZONA COMPLETE HEALTH AVONDALE RESOURCE CENTER

City Council will consider a request to adopt Resolution 1053-0825, approving Amendment No. 1 of the Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First, for the provision of services at the City of Avondale Family Resource Center, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2031-0825 - AVONDALE CITY CODE AMENDMENT, CHAPTER 2, ARTICLE 2, DIVISION 4 RELATING TO EMPLOYEE RELATIONS

City Council will consider a request to adopt Ordinance 2031-0825, amending Avondale City Code Chapter 2, Article II, Division 4, relating to Employee Relations and declaring an emergency, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2032-0825 - ACCEPTANCE OF A RIGHT-OF-WAY EASEMENT AGREEMENT FROM GS 10, LLC, RELATED TO THE FUZE 623 AND FLATZ 623 DEVELOPMENT

City Council will consider a request to adopt Ordinance 2032-0825 authorizing the acceptance of a right-of-way easement agreement from GS 10, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

ITEM NUMBER: 3.a.

SUBJECT: Minutes

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to approve the July 7, 2025 and July 14, 2025 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute § 38-431.01(B), the City must provide written minutes of all City Council meetings.

DISCUSSION:

City Council held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the July 7, 2025 and July 14, 2025 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
July 07, 2025

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:30 p.m.

Shawn Letford led the Pledge of Allegiance, followed by a moment of silent reflection.

Members Present: Mayor Mike Pineda; Vice Mayor Curtis Nielson; Councilmembers Tina Conde*, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

*Councilmember Conde attended the meeting virtually.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Kirk Beaty, Public Works Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 75 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

The following employees were introduced to City Council. This item was for discussion only.

City Attorney's Office

- Danee Garone, Attorney II
- Ryan Johnston, Legal Intern

Engineering Department

- Carlos Corona, Senior Engineering Technician
- Sergio Perez, Traffic Signal Technician

Fire and Medical Department

- Jose Guzman, Engineer (Promotion)

b. PROCLAMATION – WORLD

City Council presented a proclamation recognizing July 22, 2025, as World Brain Day. This item was for discussion only.

c. PROCLAMATION – PARK

City Council read a proclamation recognizing July 2025, as Park and Recreation Month. This item was for discussion only.

d. PROPERTY

City Council recognized property owners in Avondale that demonstrate community pride and maintain their properties to a higher standard. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

None.

4. CONSENT AGENDA

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Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Councilmember Solorio requested agenda item 4e be removed for separate consideration. Motion was made by Councilmember White, seconded by Councilmember Solorio, to approve the Consent Agenda with the exception of agenda item 4e.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

a. MINUTES

City Council approved the June 16, 2025, City Council meeting minutes.

b. QUARTERLY BUDGET TRANSFER

City Council approved quarterly budget transfers as summarized in the attached Exhibit A, increase the award authority for the projects, and authorized Finance and Budget Department staff to take the steps necessary to execute the transfers.

c. RESOLUTION 1042-0725 - PARKS AND RECREATION ADVISORY BOARD BYLAWS

City Council adopted Resolution 1042-0725, amending the Parks and Recreation Advisory Board name and bylaws to change the name to the Parks, Recreation & Libraries Advisory Board and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. RESOLUTION 1043-0725 - AUTHORIZING GRANT ACCEPTANCE FROM AZ DEPARTMENT OF ADMINISTRATION FOR THE FY26 ARIZONA 911 GRANT PROGRAM

City Council a) adopted Resolution 1043-0725, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of \$169,775 for Fiscal Year 2026; b) authorized and directed staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1044-0725 - FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECYCLING SERVICES

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

f. RESOLUTION 1045-0725 - FISCAL YEAR 2026 PROPOSED FEE CHANGES

City Council adopted Resolution 1045-0725, approving the Fiscal Year 2026 proposed user fee changes and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1046-0725 AND 1047-0725 – MAINTENANCE IMPROVEMENT DISTRICT NO. 45 FOR ENTRADA – PHASE 6

City Council a) approved the Petition for Formation; b) adopted Resolution 1046-0725, declaring its intention to form the City of Avondale Maintenance Improvement District No. 45, Entrada – Phase 6, providing for the assessment; c) adopted Resolution 1047-0725, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and d) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1048-0725 - INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATING IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM

City Council adopted Resolution 1048-0725, authorizing the Avondale Police Department's participation in an intergovernmental agreement (IGA) with the Arizona Child Abduction Response Team and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. ORDINANCE 2024-0725 – SRP POWER DISTRIBUTION EASEMENT FOR CIVIC CENTER PARK

City Council adopted Ordinance 2024-0725, authorizing the granting of a power distribution easement to the Salt River Project (SRP) in connection with the Civic Center Park Project and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2025-0725 – 113TH AVENUE RIGHT-OF-WAY ANNEXATION AT ENTRADA

City Council adopted Ordinance 2025-0725, authorizing the annexation of 113th Avenue right-of-way at Entrada located generally north of Broadway Road and east of Avondale Boulevard and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

NOTE FROM THE CITY CLERK: THE FOLLOWING ITEMS WERE PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY.

e. RESOLUTION 1044-0725 - FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECYCLING SERVICES

City Council considered a request to adopt resolution 1044-0725, approving the Fourth Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2026 recycling services and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Harold Siguenza, Public Works Assistant Director, presented and discussed an update on the agreement with the City of Phoenix for processing the City of Avondale's recyclable materials collected from residents at the Material Recovery Facility. This fourth amendment is the final amendment within the current agreement that ends in Fiscal Year 2026.

The cost history was reviewed which included the cost per ton fee charged by the Phoenix Recycling Facility, which has increased over the years. Also included were the Blended Rates collected by the Phoenix Recycling Facility for recyclable materials that have value and paid per ton quarterly to the City of Avondale. This revenue is used to offset the recycling fees. Mr. Siguenza explained how the recycling market is volatile but appears to be stabilizing. A breakdown of the costs during Fiscal Years 2022, 2023, and 2024 were reviewed.

In Fiscal Year 2025, 28,550 tons or 20 percent of trash was diverted from the landfill. Residents are encouraged to recycle and follow the list of recommended items provided. The Drop Off Center opened August 2024 as an initiative to provide recycling services to multifamily homes and residents. The community adopted the concept and has followed the rules since inception with almost 20 tons of recycling materials collected.

The volatile recycling market will continue to be monitored, updates will be provided to the City Council on where the industry is heading, what recycling practices local

Phoenix cities are doing, and review options for processing recycling materials in preparation for Fiscal Year 2027. All options for processing recyclable materials will be reviewed because the agreement with Phoenix ends with Fiscal Year 2026.

Mayor Pineda and Councilmembers were given an opportunity to comment or ask questions. In response, Mr. Siguenza explained recyclable materials are more valuable than others; however, because of the volatility of the market the Phoenix Recycling Center provides a Blended Rate, and it does not benefit the City of Avondale by focusing on the material that is currently the most valuable. The current Drop Off Centers can accommodate the community usage with the bins being serviced weekly.

Vice-Mayor Nielson commented on the presentation that provided valuable information and a better understanding of the process to the City Council and the community.

Mayor Pineda commented on the efficiency of this program and how it aligns with the strategic plan. Additionally, noting how this communication benefits the community.

Councilmember Solorio moved to adopt resolution 1044-0725, approving the Fourth Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2026 recycling services and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Vice Mayor Nielson seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

5. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2026-0725 - HERMOSA RANCH TECHNOLOGY CAMPUS NORTH - MAJOR PLANNED AREA DEVELOPMENT AMENDMENT PL-25-0054

City Council held a public hearing and consider a request by Carolyn Oberholtzer with Bergin, Frakes, Smalley and Oberholtzer PLLC to adopt Ordinance 2026-0725, amending the Hermosa Ranch Technology Campus North - Planned Area Development comprising approximately 239 gross acres and located at the southwest corner of Avondale Boulevard and Lower Buckeye Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The amendment will adjust the height restriction on the data center portion of the property and modify the PAD stipulations that address infrastructure phasing for the PAD.

Josh Orton, Lead Senior Planner, presented and discussed Application PL-25-0054, the Hermosa Ranch Technology Campus North – Major Planned Area Development (PAD) Amendment. The 239-acre parcel was a former dairy farm and is located at the southwest corner of Lower Buckeye Road and Avondale BLVD. The property was annexed in 2006 and 2008 with a rezone to PAD in 2024. General Plan land use designations are Business Park and Local Commercial. The surrounding zoning districts and land uses were reviewed.

The PAD Amendment requests two substantive changes, the first is to adjust the development standards for the data center parcel, and the second is to modify the PAD stipulations to address development phasing and clarify the required on and off-site improvements. The five amended Development Standards reviewed included increases in building height, parapet wall height, screening of mechanical equipment, an increase in height for the elevator to access the penthouses and screening for the elevator equipment, and a ten-foot setback for the equipment screening to reduce visibility from the street. The Applicant provided perspectives for review with views two and four highlighted.

Additionally, the applicant is requesting not to modify the stipulations from the original rezone ordinance, rather the modifications would bring together the required on and off-site improvements to the development of the parcels. Parcel A is approved for a commercial center with a grocery store anchor, other retail services, and restaurant PADs. This parcel is required to install in and adjacent to the right-of-way on Avondale BLVD and Lower Buckeye Road and contribute \$500,000 to a traffic signal at the intersection of Miami Avenue and Avondale BLVD. Parcel B is approved for the Data Center and is required to make improvements to the right-of-way and contribute to a traffic signal the intersection of 119th Street and Lower Buckeye Road. Additionally, they are required to install a trail in accordance with the Transportation Action Plan along the regional powerline corridor on the west side of the property.

Staff's analysis found the amendment meets all five required findings for a PAD. A neighborhood meeting was held at City Hall on May 6, 2025, with six public participants who discussed the scale of the Data Center, height change, and timeline among other things. Staff received twenty written responses in opposition through email or Avondale Connect. The major concerns presented related to commercial development and the timeline. Additional concerns were raised regarding the increased height and in response the applicant provided perspectives showing what the increased height would look like.

At the Planning Commission meeting on June 18, 2025, members asked questions related to the number of amendments and the timeline for future development. Staff noted this is the first amendment requested. The timeline for the grocery store anchor and data center were provided by the applicant. The Planning Commission recommended approval of PL-25-0054 by a vote of 5-0.

Mayor Pineda opened the public hearing and did not receive any requests to speak. Mayor Pineda closed the public hearing and opened the floor for comments from the Council.

Carolyn Oberholtzer, Esq., from Bergin, Frakes, Smalley & Oberholtzer, spoke to the Council on behalf of the applicant. The Fry's Marketplace accelerated the project and created the need for this amendment request. The site plan has been approved and upon approval of the PAD amendments their construction drawings will be submitted to the City with a proposed opening before the end of 2026. The Data Center Campus' site plan has been filed with the City, but due to the size of the project the site plan will continue to be worked on through the end of 2025. The next step is engineering construction documents and construction will run for two years with the first building being operational in early 2028.

Mayor Pineda and Councilmembers were given an opportunity to comment and ask questions.

- Councilwoman Garcia explained her original intention of voting nay; however, after speaking with the City Manager and City Staff she will be voting Aye for the future of south Avondale.
- Councilwoman White expressed excitement for the development, especially a grocery store, happening in south Avondale and the need for data storage facilities as an asset to business commerce and industry in Avondale.
- Councilwoman Weise noted most of the comments received discussed the need for grocery stores and dinning and is bringing two needed traffic lights.
- Mayor Pineda commented on the investment and the excitement around Fry's Marketplace coming to south Avondale and the additional growth that will follow.

Councilmember White moved to adopt Ordinance 2026-0725, approving a major amendment to the Hermosa Ranch Technology Campus North - Planned Area Development, subject to 12 conditions of approval as listed in the staff report and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Weise seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

b. RESOLUTION 1049-0725 - CITY'S 2025 STRATEGIC PLAN

City Council considered a request to adopt Resolution 1049-0725, approving the 2025 Five-Year Strategic Plan and authorize the Mayor or City Manager, City Attorney and

City Clerk to execute the necessary documents. The document will guide internal performance management and budget development and external service delivery.

Aneyssa Romo, Senior Management Analyst, introduced Nancy Hetrick with Raftelis.

Nancy Hetrick, Vice President with Raftelis, presented and reviewed the updated five-year strategic plan which included the elements and processes for developing the plan. The Strategic plan answers the three questions of What is true today? What will be true in the future? What must go well to get there. The new plan is an extension of the City of Avondale's commitment to use the Strategic Plan to guide and inform work within the City. The Goals for the process, steps that occurred to create the plan, and the elements of the plan discussed during the workshop including strategic outcomes for each element were reviewed.

Ms. Hetrick stated a copy of the Strategic Plan was previously provided to the Councilmembers and hopefully they are pleased with the process, outcome, and plans for the next five years.

Mayor Pineda and Councilmembers were given an opportunity to comment and ask questions.

- Mayor Pineda took the opportunity to explain the desire to create a new Strategic Plan, which would set the tone for the next five years. He commended all Councilmembers for coming together for two days to engage in this process. In addition, City Manager Corbin, leadership, directors, stakeholders, community members, and fellow councilmembers were recognized for their participation in this opportunity.
- Councilmember Conde thanked Ms. Hetrick for her time and input during this process and noted the community input was an important aspect of the process. Further stating Councilmembers worked together through many comments and changes to develop this strategic plan.
- Councilmember Weise commented on the interaction, the setup, and the inclusion of community stakeholders.
- Councilmember Garcia suggested interested parties watch the two-day workshop to see how the Council came together for the future of Avondale.

Councilmember Weise moved to adopt Resolution 1049-0725, approving the 2025 Five-Year Strategic Plan and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Solorio seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye

Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

c. ORDINANCE 2027-0725 – AMENDMENT OF CITY CODE CHAPTER 7, ARTICLES I, II, III, IV, AND V – RELATING TO SPECIAL EVENTS

City Council considered a request to adopt Ordinance 2027-0725, amending the Avondale City Code, Chapter 7, Articles I, II, III, IV, and V, relating to special events, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Corey Larriva, Director of Parks, Recreation, and Libraries introduced Dominic DeCono, Senior Management Analyst within the Parks, Recreation, and Libraries department.

Mr. DeCono presented and discussed the proposed code updates based on an internal review and feedback regarding the special event permit process. Some of the highlights that will streamline and improve the process as well as the overall outcome were reviewed. Customer benefits include faster review times, fewer steps in the application process, enhanced event safety and risk management, and support for one payment model for those who pay multiple permit fees. The proposal will also eliminate unnecessary permits for events.

There are approximately 15 changes recommended by staff, most are minor changes that either clarify definitions or capture standard operating procedures currently being used. Proposed changes to the code support building event permit fees into a single fee for the customer, which enhances customer experience and makes navigating the permit processes easier.

Updates to the code include new guidance on event safety and requiring City sponsored events to go through the permit application process to increase transparency and ensure the City is following the same rules. A significant change is Special Event classifications; major events that have 1,000+ people, minor events that have 250 to 999 people, and alcohol only events that have less than 250 people and require a liquor license. These classification changes simplify the process and improve response time.

Additional elements taken into consideration to determine if a special event permit is required were reviewed. Further, when events take place in City Parks the rules of Chapter 17, Parks and Recreation Ruled of Conduct apply to permits in park properties and neighborhood block parties do not require a special event permit because they fall under the review process managed by the Public Works Department.

Mr. Corbin elaborated on the presentation recognizing Assistant City Manager, Dale Nannenga, for working with the teams to think about services offered from the users' point of view. Senior Management Analyst, Aneyssa Romo and Torin Sadow, who led the Innovation Team to think outside the box and develop these ideas, selected

an online vendor point, and made the process easier for residents and staff. Although these processes and fees have been significantly simplified, the only thing changing is the need for fewer permits.

Mayor Pineda commented on how this innovation ties into the new Strategic Plan and meeting customers where they are. He thanked Mr. Corbin for engaging with NASCAR, the biggest tourism draw.

In response to Councilmember Conde, Mr. Corbin advised once the amendment is approved by Council, staff will notify yearly applicants of the updated process within thirty (30) days.

Councilmember Weise moved to **continue** Ordinance 2027-0725, amending the Avondale City Code, Chapter 7, Articles I, II, III, IV, and V, relating to special event definitions and general requirements to July 14, 2025; Councilmember Solorio seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

d. ORDINANCE 2028-0725 - AMENDMENT TO CITY CODE CHAPTER 24, ARTICLE V – WATER SERVICE AND WATER RESOURCE MANAGEMENT

City Council considered a request to adopt Ordinance 2028-0725, amending the Avondale City Code, Chapter 24, Article V, relating to water service and water resource management and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Kirk Beaty, Director of Public Works, presented and discussed the amendments to Ordinance 2028-0725, titled Water Services and Water Resources Management. The primary purposes were reviewed, noting the water resources will be equitable and in compliance with the City's Designation of Assured Water Supply (DAWS). An overview of why the Ordinance is necessary was provided, noting the ultimate goal is to ensure the City of Avondale has water for current demands, future growth, and protection of DAWS.

The four components of the ordinance are General Provisions, Limitations on liability, Water resource availability and allocation, and Penalties and remedies. All of the elements within each of the components were reviewed and discussed. Noting the ordinance contemplates future development south of the Estrella Mountains. If a service outage occurs it will be restored in an equitable manner and the greatest public

benefit. The water resource availability and allocation provision is the heart of the ordinance. The three key definitions of Water Allocation, Water Allowance, and Multiple or Large Meter (MLM) Customers were reviewed.

The Integrated Utility Master Plan (IUMP) is a table that depicts unit demand and was adopted by City Council in 2018 with plans to present an updated version to the Council at a future date. The General Plan, also adopted by the City Council, depicts land uses throughout the City. Both documents along with the parcel size determined by a survey are used to determine water allocation using the math equation of unit demand (IUMP) x Parcel Size (Survey) equals water allocation. An example was provided.

The options available to developers if the demand is greater than the allocation include securing and pledging additional water resources to the City, reducing the water demand of the project, petitioning the City for additional allocations subject to City's approval, or a combination of any or all three. These options were reviewed in more detail, noting the allocation does not change because it is based on the General adopted plan of the Integrated Master Plan.

Public Works monitors water usage with a Geographic Information System (GIS) based calculator that compares demand against allocation for every parcel. A water report is submitted annually to the Arizona Department of Water Resources. The IUMP is updated every five to seven years, data tables are updated with actual usage and projected growth, and the designation of assured water supply is renewed every ten years to validate the 100-year supply.

Water allocation and allowances have been part of City ordinances in the valley for many years, with varying complexities. Avondale's Ordinance compared to others is simpler which provides more flexibility to make decisions on how to approve projects. The ordinance was provided to the development community for review and feedback. Two questions were received regarding the effective date. Although the ordinance is not in place, water allocation and allowance have been practiced in Avondale for more than five years. Applicants were informed of the stipulation of the need to provide additional water for certain projects if necessary and the stipulations were approved by the City Council.

MLM customers have the highest demand and present the highest risk to water designation. If projects use exceeds the allocation there is an escalation process that was reviewed that can include civil penalties and fines. This is not retroactive and does not apply to single family residential land uses. For perspective purposes, Mr. Beaty noted there are 14 MLM accounts, nine multi-family residential, two park amenities, one high school, one business, and one HOA, but these are developments that already exist and are not subject to the new ordinance, unless they intend to make changes that increase their water demand.

This ordinance will protect the finite resources of the City's Designation of Assured Water Supply. The goal is to ensure there is enough water to last the developer. Water

resources have monetary value and must be used wisely, because new water resources are very expensive to acquire. The ordinance provides flexibility for the City to consider any development. The Public Works Engineering Development Services and Economic Development work collaboratively for each proposed development to ensure the development and water allocation by land use all fits together.

Vice Mayor Nielson commented on the American Water Works Association and how other Cities comment on how well managed Avondale's portfolio is. It is good to know that Avondale has water and is set for the future.

In response to Councilmember White's question, Mr. Beaty advised that the exact future amount of water that will be available from the Colorado River is unknown. The current plan with the Colorado River ends in 2026 and everyone is still trying to figure it what is going to happen next. An explanation related to the Upper Basin and Lower Basin was provided, noting there will likely be a cut in supply.

Mayor Pineda commented on the collaboration between different departments and the ability to use the ordinance to put the information into context. This Ordinance still provides consistency, the ability to be aggressive with economic development, and being able to work with the end users.

Councilmember White moved to adopt Ordinance 2028-0725, amending the Avondale City Code, Chapter 24, Article V, relating to water service and water resource management and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Solorio seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

- Councilmember Garcia shared her positive experience attending the 4th of July events, noting the patriotism and celebration of independence in Avondale is wonderful.
- Mayor Pineda commented on the 4th of July events and watching the community accessing the Barn without the need for wristbands. Further, noting he did a ride along with Avondale Fire 175 and commented on their professionalism, constraints, and education.
Councilmember Solorio commented on the 4th of July events commending the choice to have vendors and the free speech zone inside.

- Councilmember Conde spoke about the Merch House Summer Reading Program celebration and thanked the City Managers office for attending.

7. EXECUTIVE SESSION

Councilmember White moved to hold an Executive Session as listed below; Councilmember Weise seconded the motion.

- a. Pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3); (A)(7) for discussion with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations for the lease or sale of real property in the vicinity of I-10 and Avondale Blvd and for discussion or consultation with the City's Attorney for legal advice and to instruct the City's Attorney regarding a proposed development agreement with Whitten Development Inc.; and
- b. Pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3); (A)(4) for discussion or consultation with the City Attorney for legal advice in order to consider its position and instruct the City Attorney on the Council's position regarding a proposed development agreement with Sierra Luna Energy Storage, LLC.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

City Council recessed the Regular Meeting at 7:32 p.m.

City Council reconvened the Regular Meeting at 8:13 p.m.

8. REGULAR AGENDA (CONTINUED)

a. RESOLUTION 1050-0725 - DEVELOPMENT AGREEMENT WITH SIERRA LUNA ENERGY STORAGE LLC

Councilmember Weise moved to adopt Resolution 1050-0725, approving a Development Agreement with Sierra Luna Energy Storage LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Solorio seconded the motion.

Upon vote, the motion was carried unanimously 5 to 2.

Councilmember Conde	Nay
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Nay
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

9. ADJOURNMENT

There being no further business before the Council, Councilmember White moved to adjourn the Regular Meeting; Councilmember Garcia seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 8:15 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 7th day of July 2025. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
July 14, 2025

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:31 p.m.

The City Clerk read the Statement of Participation into the record.

Members Present: Mayor Mike Pineda; Vice Mayor Curtis Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Kirk Beaty, Public Works Director; Memo Espinoza, Police Chief; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: One member of the public was present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Councilmembers may pull items from consent if they would like them considered separately.

Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Councilmember White, seconded by Vice Mayor Nielson, to approve the Consent Agenda.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

a. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - SPRINGHILL SUITES AVONDALE

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 10 Liquor License submitted by Andrea Lewkowitz for the sale of alcohol at Springhill Suites Avondale, located at 9950 W Encanto Blvd in Avondale and authorized the City Clerk to execute the necessary documents.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - HARKINS THEATRES GATEWAY PAVILIONS18

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 Liquor License submitted by Andrea Lewkowitz for the sale of alcohol at Harkins Theatres Gateway Pavilions 18 located at 10250 W McDowell Rd in Avondale and authorized the City Clerk to execute the necessary documents.

c. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2025-2026 FUNDING RECOMMENDATIONS

City Council approved the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$200,000 Contributions Assistance Program fund and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 3924

City Council will consider a request to amend the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to incorporate language allowing for represented employees who have not completed promotional probation by the start of Fiscal Year 2026 to be eligible for a one-step merit increase on the same schedule that other non-represented employees on promotional probation receive their merit increase and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1051-0725 - AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - COMMUNITY ACTION PROGRAM (CAP) SERVICES

City Council adopted Resolution 1051-0725, approving Amendment No. 5 of the Intergovernmental Agreement with Maricopa County administered by its Human Services Department for the provision of the Community Action Program services, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. ORDINANCE 2027-0725 – AMENDMENT OF CITY CODE CHAPTER 7, ARTICLES I, II, III, IV, AND V – RELATING TO SPECIAL EVENTS

City Council adopted Ordinance 2027-0725, amending the Avondale City Code, Chapter 7, Articles I, II, III, IV, and V, relating to special event definitions and general requirements, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

g. ORDINANCE 2029-0725 AND ORDINANCE 2030-0725 – ACCEPTANCE OF DONATION OF A PERPETUAL EASEMENT AGREEMENT PROVIDING FOR NOISE, ODOR AND AESTHETIC SETBACKS FROM BROOKFIELD LAKIN LLC, AND THOMAS TITLE AND ESCROW AGENCY

City Council a) adopted Ordinance 2029-0725, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Brookfield Lakin LLC for public use for the Water Reclamation Facility Phase 2 Expansion Project; b) adopted Ordinance 2030-0725, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Thomas Title and Escrow Agency for public use for the Water Reclamation Facility Phase 2 Expansion Project; and c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

4. ADJOURNMENT

There being no further business before the Council, Councilmember White moved to adjourn the Regular Meeting; Councilmember Solorio seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 5:34 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 14th day of July 2025. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 3.b.

SUBJECT: Approval of Secondary Employment

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Aneyssa Romo, Senior Management Analyst

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request from the City Manager to enter into an agreement with Northern Arizona University for a compensated teaching position for the 2025-2026 academic year. The Council will take appropriate action.

BACKGROUND:

Dr. Rinfret from Northern Arizona University asked Mr. Corbin if he would be interested in teaching an HR class for a public administration cohort in Tempe who want to receive their BA in public administration. The course is an eight-week course taught in-person in the City of Tempe on Tuesday evenings for one hour starting at 5:30 beginning January 14, 2026. Mr. Corbin would be compensated by NAU for this program.

DISCUSSION:

Pursuant to Section 1.5 of the City Manager's Employment Agreement, the City Manager must receive the approval of the City Council before holding other positions for monetary gain.

1.5 Corbin shall devote his working day to the business of City, it being recognized and agreed that the position of City Manager is full-time and that he will hold no other positions for monetary gain without approval of the City Council. Notwithstanding the full-time nature of Corbin's duties, he shall conduct his work hours as an executive employee, thereby giving Corbin the discretion as to his actual time and place of work which may include working after regular work hours and on holidays, provided that it is understood that Employee is generally expected to be present at City offices during the days (currently Monday through Thursday 7:00 a.m. to 6:00 p.m.) and office hours generally consistent with director-level employees.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

Pursuant to Section 1.5 of the Employment Agreement, the City Council hereby approves of the City Manager entering into an agreement with Northern Arizona University for a compensated teaching position for the 2025-2026 academic year.

Contact person for document distribution:

ITEM NUMBER: 3.c.

SUBJECT: Solid Waste Budget Contingency Transfer

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request to amend the Fiscal Year 2025 budget by approving a budget transfer from contingency appropriation, increasing the award authority, and authorize the Finance and Budget Department staff to take the steps necessary to execute the transfer. The Council will take appropriate action.

BACKGROUND:

Per the City's adopted Comprehensive Financial Policies, all budget transfers between departments, funds, and from contingency appropriation require Council approval.

DISCUSSION:

The Public Works Solid Waste Division is requesting a budget increase of \$83,000 due to increased costs for vehicle maintenance and an increased need for trash and recycling bins. The increase in vehicle maintenance is due to three vehicles needing unanticipated repairs totaling over \$100,000 combined. The replacement of existing trash and recycling bins and the placement of bins at new home builds exceeded the division's forecast for the year by \$13,500, and will be offset with revenue from those new customers in the future. Additionally, per ton Glendale landfill costs increased and exceeded our forecast by \$42,000. Personnel savings in the amount of \$49,227 will also be used to offset the budget overage in operations.

BUDGET IMPACT:

The transfer will reduce the solid waste contingency and increase the Solid Waste budget by \$83,000 in FY2025.

RECOMMENDATION:

Staff recommends that City Council approve the transfer of a contingency appropriation from the solid waste contingency in the amount of \$83,000.

Contact person for document distribution:

ITEM NUMBER: 3.d.

SUBJECT: Contract for Services, Lease Agreement, and Itemized Budget - Area Agency on Aging Fiscal Year 2025 - 2026

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to: a) approve a contract with Area Agency on Aging (AAA) for fiscal year 2025-2026 in the amount of \$418,429; b) approve a Vehicle Lease Agreement in the amount of \$5; c) adopt an itemized budget for the Senior Services division; d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and e) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has been contracted by the Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals for more than thirty (30) years. AAA funding supplements active adult services and programming provided to eligible residents targeted in the Avondale, Goodyear, and Litchfield Park areas. These services include congregate meals, home-delivered meals, multipurpose center operations and transportation programs.

DISCUSSION:

AAA has awarded the City of Avondale \$418,429 in program funds for FY 2025-2026. This funding is made available as a grant from the Area Agency on Aging for FY 2025-2026. This year's award maintains level funding from the previous year's amount of \$418,429. These funds will be used to provide vital meals and services to elderly and disabled participants of the Avondale Senior Center without any required cost being passed along to them.

AAA also provides the City of Avondale with five vehicles for program use: 3 Ford Escapes, 1 Allstar Bus, and

1 Starcraft Bus used for the delivery of meals to home-bound clients and to transport seniors to and from their homes to the center or to programmed activities that require transportation services. The lease will be effective for one year. Each vehicle is leased for \$1 per vehicle for the entire year, resulting in a total annual lease cost of \$5 for all vehicles.

It is also requested that council approve the itemized budget (included in the contract) for the Senior Services Programs and Operations. Historically, the City has demonstrated a strong commitment to Senior Services programming by providing the funding necessary to maintain, and build upon, the current service levels. The combined budget itemizes the necessary funds for staffing, food and dining, other supplies, operations, and facility and vehicle operation and maintenance costs.

BUDGET IMPACT:

The City of Avondale will receive funds from AAA in the amount of \$418,429 under the provisions of this action. An itemized budget is prepared and attached to include expected revenues and required funds from the City of Avondale to continue the program. The funding provided by AAA may require a transfer of expenditure appropriations from the grant contingency to cover approved expenses as budgeted and to provide the expenditure authority for these funds. The City's local match is included within the approved FY2026 budget.

RECOMMENDATION:

Staff recommends that the City Council approve Contract # 2026-07-AVO with AAA for FY2025-2026 in the amount of \$418,429; approve the Vehicle Lease Agreement v2026-07-AVO with AAA in the amount of \$5; adopt the itemized Senior Services Program budget and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds.

Contact person for document distribution: Sandy Lopez

Contract #2026-07-AVO

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 W Civic Center Dr.
Avondale, AZ 85323
623-333-2705 fax: 623-333-0270
EIN 86-6000023

DURATION OF THE CONTRACT, FY 2026: July 1, 2025 and shall end June 30, 2026

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic,
President & CEO
Programmatic Authority: Ismael Cantu,
Director of Contract Administration
Daily Contacts: Kathy Flores, Contract
Specialist,

Ron Corbin, City Manager

Sandy Lopez,
Senior Services Manager
Erin Lutz, Senior Services
Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:
America Prieto, Accountant, address same as above"

This Contract is entered into by and between City of Avondale, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

City of Avondale

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Ron Corbin, City Manager

City of Avondale ATTEST:

City Clerk

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2026-07-AVO

CONTRACTOR: City of Avondale

Document ***Original Contract***

Contract Term July 1, 2025 to June 30, 2026

Contract Payment Ceiling for All Services: TOTAL: \$ 418,429

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
Area Agency	146,661	189,472	12,000	70,296
Project Income	15,695	1,540	-	2,875
Non-Fed Inkind	-	-	-	-
Non-Fed Cash	172,972	242,172	183,073	225,911
Other Federal	-	-	-	-
TOTAL	335,328	433,184	195,073	299,082
EXPENSES				
Personnel	169,703	219,759	130,048	173,452
ERE	64,025	95,325	47,025	65,925
Prof&Outside	-	-	1,500	-
Travel	-	15,100	-	47,005
Space	6,500	6,500	6,500	6,500
Equipment	-	-	-	-
Materials/Supl	87,500	86,600	900	-
Operating Svc	7,600	9,900	9,100	6,200
Indirect	-	-	-	-
TOTAL	335,328	433,184	195,073	299,082
Units	21,500	15,600	6,000	12,500
Unit Rate	\$ 15.60	\$ 27.77	\$ 32.51	\$ 23.93

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 “*Award Date*” The date the Contract is executed by Area Agency. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 “*Client Specific Referral*” Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.
- 1.3 “*Department*” The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 “*Effective Date*” The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 “*Equipment*” All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 “*May*” Indicates something that is not mandatory but permissible.
- 1.7 “*Purchase Order*” also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 “*Shall, Must*” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.
- 1.9 “*Should*” Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.
- 1.10 “*Vulnerable adult*” An individual who is eighteen (18) years of age or older 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.
- 1.11 “*Additional Insured*” Specifically includes all agencies and requirements as identified in Section 26.4.3.
- 1.12 “*Area Agency*” Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.
- 1.13 “*Contract Specialist*” Is the Area Agency staff person who is assigned managerial responsibility for the contract.
- 1.14 “*Scope of Work*” The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.
- 1.15 “*Service Specification*” The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 “This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency.”

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE ARIZONA CENTRALIZED BACKGROUND CHECK (CBC).

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor shall link their Arizona Centralized Background Check (CBC) Employer account to the Agency account with the following email address: Region1centralregistry@aaaphx.org. The Contractor shall ensure that all employees and volunteers providing services to the Area Agency clients, conduct a CBC check through the web portal of the Arizona Department of Economic Security (ADES) (<https://des.az.gov/CBC>) using the Area Agency contract number CTR048037 and the ADES division name: DAAS, as a factor for the Contractor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

- 6.2.1 Any person who applies for a contract with Area Agency and that person's employees;
- 6.2.2 All employees of a contractor;
- 6.2.3 A subcontractor of a contractor and the subcontractor's employees; and
- 6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.3 A person who is disqualified because of an Arizona Centralized Background Check (CBC) may apply to the Board of Fingerprinting for an exception pursuant to A.R.S. § 41-619.57. A person who is granted an 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 an exception.
- 6.3.1 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Arizona Centralized Background Check (CBC) may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form if the certification state:
- 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 6.4.2 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.
- 6.5 If Arizona Centralized Background Check (CBC) specifies any disqualifying act and the person does not have an exception, the person shall be prohibited from providing direct services to Area Agency clients.
- 6.6 The Contractor shall maintain the Arizona Centralized Background Check (CBC) results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form (Exhibit A English, Exhibit B Spanish) and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>.

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;

- 9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;
- 9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or
- 9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract 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 \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with 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.
- 11.3 The Contractor shall comply with 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.
- 11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, 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.
- 11.5 The Contractor shall comply with the 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.

12.0 CONFIDENTIALITY

- 12.1 The Contractor shall observe and abide by all applicable State 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 contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature

page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

16.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

16.2.1 Document Number J-119-Single (For requests involving a single division or program).

16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or

appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

20.1 The 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 to Area Agency 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. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are 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, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. 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 contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 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.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract 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 this 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.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- 24.1 The Contractor warrants that it is familiar 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 Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.
- 24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0

INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0

INDEMNIFICATION AND INSURANCE

26.1

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2

Insurance Requirements

- 26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3

Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$3,000,000 (ALTCS) / \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

- ☒ Area Agency on Aging, Region One Incorporated
- ☒ State of Arizona and Department of Economic Security
- ☒ Banner University Family Plan
- ☒ UnitedHealthcare Community Plan
- ☒ Mercy Care Plan

26.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially

changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended 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.

28.0 LEVELS OF SERVICE

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:

<https://des.az.gov/digital-library/limited-english-proficiency>.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the 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. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with 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 contract programs, services and activities.

31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

31.3.1 “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).”*

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

32.1 All notices shall reference the contract number.

32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:

32.2.1 Change of telephone number;

32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;

32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or

32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

33.1.1 ADES Special Terms and Conditions;

33.1.2 Uniform Terms and Conditions;

33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services

33.1.4 Scope of Work;

33.1.5 Service Specifications

33.1.6 Area Agency Manuals, Policies and Directives

33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;

- 33.1.8 Exhibits;
- 33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

- 34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 34.1.3 An up to date list of company contacts and organizational chart.
- 34.2 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 Contract impossible or impracticable, Area Agency shall have the following rights:
 - 34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 34.2.2 Area Agency 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 of the Arizona Procurement Code.
 - 34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
 - 36.1.1 ☒ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall only be made by a Contract Amendment.
 - 36.1.2 ☐ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- 36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.
 - 36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the

Area Agency for approval. A new Itemized Service Budget shall not be required.

- 36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.
- 36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.
- 36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.
- 36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 36.6 Under no circumstances shall Area Agency make payment to the Contractor:
- 36.6.1 That exceeds the unit authorized without an amendment to this contract;
- 36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
- 36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 36.8 Compensation for Rate or Fixed Price
- 36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
- 36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
- 36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
- 36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- 36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.
- 36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

- 36.9 Compensation for Fixed Price with Price Adjustment
- 36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
- 36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
- 36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
- 36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- 36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

- 37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
- 37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- 37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 37.6 Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
- 37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and
- 37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. Area Agency will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of Area Agency. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and

4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

- 42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
- 42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.
- 42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
- 42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.
- 43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

- 44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*
- 44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.
- 44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- 44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.
- 44.5 Providers must report all unusual incidents in writing to Area Agency Contracts Department within two (2) business days. An unusual incident is defined as any potentially liable circumstance that occurs in the

provider's facility or occurs while conducting services.

- If the incident involves calling 9-1-1, the incident must be reported by telephone and email within 24 hours to Area Agency Contracts Staff.
- An unusual incident would include but not limited to medical situations, accidents, fights or other major conflicts, any reasonable suspicion of any form of abuse or neglect, and criminal actions.
- Case managers must be informed of all incident reports.

Exhibit F

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.
- 46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

- 47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
- 47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

Uniform Terms and Conditions

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 “*Contract*” means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.
- 1.3 “*Contract Amendment*” means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- 1.4 “*Contractor*” means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.
- 1.5 “*Days*” means calendar days unless otherwise specified.
- 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.
- 1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “*Procurement Officer*” means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 ADES Special Terms and Conditions;

- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 2.3.4 Scope of Work;
- 2.3.5 Service Specifications;
- 2.3.6 Area Agency manuals, policies and directives;
- 2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions
- 2.3.8 Exhibits;
- 2.3.9 Documents referenced or included in the Solicitation.
- 2.4 **Relationship of Parties**. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 **Severability**. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence**. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver**. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.0 CONTRACT ADMINISTRATION AND OPERATION**
- 3.1 **Records**. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 **Audit**. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.
- 3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.
- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.
- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program 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."*
- 3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 4.0 COSTS AND PAYMENTS**
- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are

the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and its funders harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 **CONTRACT CHANGES**

5.1 **Amendments.** This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 **RISK AND LIABILITY**

6.1 **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence.

Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (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."

6.2.3 **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure.**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract 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; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations.** The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 7.0 WARRANTIES**
- 7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.
- 7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8.0 CONTRACTUAL REMEDIES**
- 8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The Area Agency may, 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 Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. 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.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 **CONTRACT TERMINATION**

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to

receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

CONTRACTOR SPECIFIC TERMS
Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions

- a. ALTCS shall mean Arizona Long Term Care System
- b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
- c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.

2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.

3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)

4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)

5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)

9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]

10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.

22. Records Retention

- a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.
- b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
- c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
- d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)

23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.

25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.

26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.

28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

16.0 CONGREGATE MEALS

16.1 Purpose Statement

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 Service Description

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 Service Requirements – The Contractor shall provide:

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
 - a) A dietitian or other individual meeting the requirements in Section 17.4;
 - b) Meal participants; and
 - c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
 - a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
 - b) Plan menus considering the availability of foods during seasons when they are most plentiful.
 - c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
 - d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority (≥ 80%) as hot meals.
 - iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.

16.3.2

Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.
2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
 - b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
 - c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
 - d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall

be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.
8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
 - a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 **Social Interaction**

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 **Site Monitoring**

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment
Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION

- a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS

- a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
 - 1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 - 2. Document staff certification and training in personnel files.

3. CLIENT CONTRIBUTION POLICIES

- a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All congregate meal operations must be conducted using the Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program reports completed by the 5th of each month.
 - ii. financial statement completed by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal served to a client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

22.0 HOME DELIVERED MEALS

22.1 Purpose Statement

22.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

22.2.2 Home Delivered Meals is a case-managed service.

22.2.3 Provide older adults, in their home or place of residence, with nutritious meals that meet one-third (1/3) of the Dietary Reference Intakes.

22.2.4 Provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

22.2.5 A “wellness check” is conducted at the time of the meal delivery to evaluate the general health and well-being of the meal recipient.

22.2.6 The service also provides for the opportunity for socialization.

22.2.7 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall provide:

22.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six (6) or more week menu that will be rotated throughout the period.
2. Maintain menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.

22.3.2 Utilize a mechanism to solicit the advice and expertise of:

1. Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM)
2. Meal participants; and
3. Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.

22.3.3 Compose menus in English as well as the dominant language or languages of the participant group for each site.

22.3.4 Incorporate ethnic and cultural preferences of participants when planning menus.

1. Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
2. Plan menus considering the availability of foods during seasons when they are most plentiful.
3. Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
4. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - a) Each meal must contain a specified number of calories as defined in DAAS policies and procedures;
 - b) Plan the menu with a majority (≥ 80%) as hot meals; and
 - c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.
6. Annually review food service expenditures in order to further cost-effective management.

7. Develop and implement an emergency plan to be used when the meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

22.3.5 Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five (5) days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
 - e) Prepare or arrange for preparation and service of meals and adhere to approved menus as written:
 - i. Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans;
 - ii. Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1; and
 - iii. All substitutions shall be documented on the approved menu for site review.
 - f) Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
 - g) Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.
 - h) Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
 - i) Provide menus to eligible client at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
 - j) Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
 - k) Document the number of meals provided each month at each location.
 - l) Review food service expenditures annually in order to further cost-effective management of expenses.
 - m) Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
 - n) Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, as may be amended.

22.3.6 Delivery Requirements

1. Package and deliver meals in a safe and sanitary manner.
2. Meals are to be hand-delivered directly to the eligible client unless an exception has been made and is documented in the client's case file.
3. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one (1) week in advance.
4. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
5. Maintain record/log of the number of meals delivered each month to each individual.
6. If more than one (1) frozen meal is received per delivery per individual, document reason for multiple meals delivery in the individual's case record.
7. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s).

22.3.7 Wellness Check

1. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery; and
2. Refer to Case Manager all individuals for appropriate action who present additional medical or social problems during the course of service delivery.

22.3.8 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of

gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.

2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.
4. Provide training on a quarterly basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
6. Document staff certification and training in personnel files.

22.3.9

Nutrition Education

1. Provide to home delivered meal individuals printed nutrition education materials two (2) times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two (2) handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
 - a) Dietary guidelines for older adults;
 - b) Modified meals and chronic disease;
 - c) Food and drug interaction;
 - d) Physical fitness health information as it relates to nutrition;
 - e) Meal planning and preparation;
 - f) Budgeting, shopping; and
 - g) Sanitation.
3. Nutritional information provided to individuals shall be backed by credible research, such as but limited to: The Academy of Nutrition Dietetics, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration for Community Living, and the National Institute on Aging.

22.4

Licensure/Certification Requirements

22.4.1

Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics, have successfully completed the examination for registration, and meet continuing education requirements.

22.4.2

Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

22.4.3

Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and meet continuing education requirements and are in good standing with the Board.

22.4.4

All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

22.4.5

Valid and current state Driver's License for delivery drivers shall be maintained.

22.5

Reporting Unit

22.5.1

One (1) unit of service equals one (1) meal.

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
- c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals shall be the sole responsibility of case management.
- e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. STAFFING AND VEHICLE REQUIREMENTS

- a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
- b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
- c. Individuals driving an Area Agency vehicle must have a clean MVD history.
- d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- e. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 1. social needs of the homebound client.
 2. development of observation of skills necessary to detect changes in client functioning or status.
 3. appropriate methods of interacting with homebound clients.
 4. appropriate responses to client medical emergencies.
 5. methods of reporting changes in client's physical/mental status.
 6. methods for reporting barriers to service delivery.
 7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. SERVICE DELIVERY

- a. A review must be conducted at least quarterly by supervising staff of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
- b. Client signatures
 - i. All clients must sign for the receipt of each home delivered meal.
 - ii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
 - iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
- c. Meal Delivery
 - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
 - ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
 - iii. Delivery of the meal must be made directly to the client.
 - iv. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
 1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
 2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
 - v. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.
- d. Non-Provision of Service
 - i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

- a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the contractor through the site council or similar client-centered group and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All home delivered meal operations must be conducted using the Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. Post all Home Delivered Meals by the 5th of each month.
 - ii. program reports by the 5th of each month.
 - iii. financial statement by the 10th of each month.

6. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal delivered to an authorized client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 Purpose Statement

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 Service Description

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 Service Requirements – The Contractor shall provide:

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and

- 29.3.5 3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.
- 29.3.5 Education:
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
 4. Develop and maintain on-going physical activity programs;
 5. Coordinate with local community resources to provide health screening and health risk assessments; and
 6. Provide training on the self-management of chronic conditions.
- 29.3.6 Volunteer Opportunities:
1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
 2. Implement a volunteer recruitment system;
 3. Provide job descriptions for volunteers; and
 4. Provide and document training for volunteers.
- 29.3.7 Recreational Activities:
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;
- 29.3.8 Intergenerational Programs:
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 29.4 **Licensure/Certification Requirements**
- 29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 29.5 **Reporting Unit**
- 29.5.1 One (1) unit of service equals 60 minutes of service time.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 **Taxonomy Definition** - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
- c. Staffing
Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report for activities completed by the 5th of each month.
 - ii. program report for MCO units completed by the 5th of each month.
 - iii. financial statement completed by the 10th of each month.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

20.0 GENERAL TRANSPORTATION

20.1 Purpose Statement

The service helps to assist individuals 60 years of age or older and/or individuals with disabilities to maintain their independence and avoid costly and unnecessary placement in a care facility by providing access to services.

20.2 Service Description

20.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

20.2.2 The service includes the arrangement and/or provision of transportation services which may include the use of a car, bus or van.

20.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

20.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

20.2.5 Services may include the transport of eligible groups of individuals to activities such as recreational, educational or community events.

20.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000 of the DAAS Policy and Procedure Manual, as may be amended.

20.3 Service Requirements - The Contractor shall:

20.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

20.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

20.3.3 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.

1. Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.

20.3.4 Require that drivers have and carry a valid driver's license.

20.3.5 Provide driver training that includes instructing how to assist individuals to safely enter and exit vehicles, handle road emergencies, safe driving, defensive driving, and disease specific information (e.g., Alzheimer's, Parkinson's, and Diabetes).

20.3.6 Protect the individual's safety while using this service.

20.3.7 Provide information to individuals on accessing the transportation service.

20.3.8 Arrange transportation for individuals:

1. Make arrangements for transportation through public or private transportation providers; and
2. Determine with the individual and/or significant others, a plan for providing transportation

20.3.9 Provide transportation for individuals:

1. Transport individuals from one (1) location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.);
2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle;
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs;
4. Record and maintain services delivered to each individual; and
5. Adhere to time schedules.

20.4 Licensure/Certification Requirements

20.4.1 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.

21.1.1 Utilize vehicles which have a valid Arizona license plate and pass emissions standards at a minimum and have insurance coverage.

21.1.2 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which includes training in CPR and first aid.

21.1.3 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two (2) years thereafter.

20.5 Reporting Unit

21.1.4 One (1) unit of service equals one (1) trip per person one (1) way.

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

The Contractor shall comply with the following standards and/or licensure requirements:

- a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- c. individuals driving Area Agency vehicles or transporting Area Agency clients must have a clean MVD history.
- d. staff/volunteers shall be trained in the following areas:
 - i. CPR and first aid.
 - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
 - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
 - iv. response protocol for emergency or urgent situations.
 - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- e. annually the contractor shall submit the boundaries for service.
- f. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
- g. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
- h. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- i. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- j. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- k. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
- l. all equipment used in the program must be kept clean.
- m. the contractor must provide communications equipment for every vehicle used in the provision of this service.
- n. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- o. contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
- p. vehicle maintenance:
 - i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
 - ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
 - iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.

- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All transportation operations must be conducted using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report by the 5th of each month.
 - ii. financial statement by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one trip per person one way.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

City of Avondale

Site Name, Address, Phone#, Fax#	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area or PSA to be Served
Arizona Complete Health Avondale Resource Center 995 E. Riley Dr. Avondale, AZ 85323 (623)333-2705 (623)333-0270 (fax)	☐	CGM HDM MCO TSP	Monday-Thursday 8:00am-2:00pm Friday 9:00am-1:00pm	North-Camelback Rd South-Southern Ave. East-107 th Ave. West-Sarival Ave. Plus additional Service Area to include Avondale residents: North: Indian School Rd. South: Van Buren St. East: 99 th Ave. West: 107 th Ave.

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Juneteenth	☒ Veteran's Day	☒ Other: 12/26/25 Day after Christmas
☒ Martin Luther King Jr's	☒ Independence Day	☒ Thanksgiving Day	☒ Other: Staff Development day TBD
☒ President's Day	☐ Rosh Hashanah	☒ Day after Thanksgiving	☐ Other: Type here
☐ Cesar Chavez Day	☒ Labor Day	☒ Christmas Eve	☐ Other: Type here
☐ Good Friday	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☒ Memorial Day	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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 contract, grant, loan, or cooperative agreement.
- (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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF AVONDALE

Signature and Date

Ron Corbin, City Manager

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF AVONDALE

Signature and Date

Ron Corbin, City Manager

EXHIBIT A

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name (Last, First, M.I.) _____ SOC. SEC. NO. _____

Date of Birth _____ Aliases (e.g., maiden, nicknames) _____

Address (No., Street) _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

EXHIBIT B

AAA-1344A FORSPA (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
División de Servicios para Adultos y Personas de la Tercera Edad
POSICIÓN DE SERVICIO DIRECTO

Usted ha solicitado un puesto que brinda servicios directos a niños o adultos vulnerables. Los Estatutos Revisados de Arizona (ARS § 8-804.1) requieren que usted certifique, bajo pena de perjurio, si se hizo una alegación de abuso o negligencia en su contra y fue corroborada. Si su certificación no indica una investigación en curso o un informe fundamentado de abuso o negligencia, su empleador puede permitirle que brinde servicios directos en espera de los hallazgos de una Búsqueda en el Registro Central para Verificación de Antecedente por parte de la División de Servicios para Adultos y Personas de la Tercera Edad. Su empleador debe mantener este formulario y toda la información proporcionada en él de forma confidencial.

Nombre (Apellido, Nombre, Inicial del 2do Nom.) _____ NÚM. SEG. SOC. _____

Fecha de nacimiento _____ Alias (p. ej., apellido de soltera, apodos) _____

Dirección (Núm., Calle) _____

Ciudad _____ Estado _____ Código postal _____

¿Está actualmente sujeto a una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (que se determinó que ocurrió)? ☐ Sí ☐ No

¿Alguna vez ha sido objeto de una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (que se determinó que ocurrió)? ☐ Sí ☐ No

En caso afirmativo, a la pregunta inmediatamente anterior:

¿Cuál fue la acusación?

¿Cuándo se llevó a cabo la(s) investigación(es)? _____

¿Dónde se llevó a cabo la investigación? _____

Si desea proporcionar información adicional, consulte el Suplemento de Posición de Servicio Directo.

DECLARACIÓN DE CERTIFICACIÓN

Al firmar este formulario, certifico que la información proporcionada es verdadera, correcta y completa a mi leal saber y entender.

Firma _____ Fecha _____

Empleadores: Mantenga este formulario como confidencial.

EXPLICACIÓN

Si alguna vez ha sido objeto de una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (que se determinó que ocurrió), puede proporcionar una explicación del incidente de abuso o negligencia infantil. No incluya el nombre de ningún niño o persona involucrada en la investigación. Si necesita más espacio, adjunte hojas adicionales.

Programa y Empleador con Igualdad de Oportunidades • Servicios y ayudantes auxiliares para personas con discapacidades están disponibles a petición • Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con el División de Servicios para Adultos y Personas de la Tercera Edad al 602-542-4446; Servicios de TTY/TDD: 7-1-1 • Available in English online or at the local office.

EXHIBIT C

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name (First, Middle, Last): _____ Date of Birth (MM/DD/YY): _____

Address (No., Street, Apt. No.): _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	☐	☐
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	☐	☐
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	☐	☐
35. Any felony offense involving contributing to the delinquency of a minor	☐	☐
36. Unlawful sale or purchase of children	☐	☐
37. Child bigamy	☐	☐
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009	☐	☐
39. Felony indecent exposure	☐	☐
40. Felony public sexual indecency	☐	☐
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	☐	☐
42. Terrorism	☐	☐
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	☐	☐

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	☐	☐	☐
2. Threatening or intimidating	☐	☐	☐
3. Assault	☐	☐	☐
4. Aggravated assault	☐	☐	☐
5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs	☐	☐	☐
6. Dangerous or deadly assault by prisoner or juvenile	☐	☐	☐
7. Prisoners who commit assault with intent to incite to riot or participate in riot	☐	☐	☐
8. Assault by vicious animals	☐	☐	☐
9. Drive by shooting	☐	☐	☐
10. Assaults on public safety employees or volunteers and state hospital employees	☐	☐	☐
11. Discharging a firearm at a structure	☐	☐	☐
12. Prisoner assault with bodily fluids	☐	☐	☐
13. Aiming a laser pointer at a peace officer	☐	☐	☐
14. Possession and sale of peyote	☐	☐	☐
15. Possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐	☐

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons	☐	☐	☐
17. Sale of regulated chemicals	☐	☐	☐
18. Sale of precursor chemicals	☐	☐	☐
19. Production or transportation of marijuana	☐	☐	☐
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐	☐
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐	☐
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐	☐
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐	☐
24. Involving or using minors in drug offenses	☐	☐	☐
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐	☐
26. Possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐	☐
27. Use of wire communication or electronic communication in drug-related transactions	☐	☐	☐
28. Using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐	☐
29. Manufacture or distribution of prescription-only drug	☐	☐	☐
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐	☐
31. Manufacture of certain substances and drugs by certain means	☐	☐	☐

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft	☐	☐
2. Theft by extortion	☐	☐
3. Shoplifting	☐	☐
4. Forgery	☐	☐
5. Criminal possession of a forgery device	☐	☐
6. Obtaining a signature by deception	☐	☐
7. Criminal impersonation	☐	☐
8. Theft of a credit card or obtaining a credit card by fraudulent means	☐	☐
9. Receipt of anything of value obtained by fraudulent use of a credit card	☐	☐
10. Forgery of a credit card	☐	☐

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile	☐	☐
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot	☐	☐
51. Misdemeanor assault by vicious animals	☐	☐
52. Misdemeanor drive-by shooting	☐	☐
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees	☐	☐
54. Misdemeanor discharging a firearm at a structure	☐	☐
55. Misdemeanor prisoner assault with bodily fluids	☐	☐
56. Misdemeanor aiming a laser pointer at a peace officer	☐	☐
57. Misdemeanor possession and sale of peyote	☐	☐
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐
59. Misdemeanor selling or giving nitrous oxide to underage persons	☐	☐
60. Misdemeanor sale of regulated chemicals	☐	☐
61. Misdemeanor sale of precursor chemicals	☐	☐
62. Misdemeanor production or transportation of marijuana	☐	☐
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐
67. Misdemeanor involving or using minors in drug offenses	☐	☐
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions	☐	☐
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐
72. Misdemeanor manufacture or distribution of prescription-only drug	☐	☐
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐
74. Misdemeanor manufacture of certain substances and drugs by certain means	☐	☐

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT D

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este affidavit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este affidavit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del affidavit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre (Nombre, segundo, apellido): _____ Fecha de nacimiento (MM/DD/YY): _____

Dirección (Núm., calle, núm. de apto.): _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario):

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)

Certifico que entiendo este affidavit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inhumano de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos graves si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	☐	☐	☐
14. Posesión y venta de peyote	☐	☐	☐
15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas	☐	☐	☐
16. Vender o dar óxido nitroso a personas de menor de edad	☐	☐	☐
17. La venta de químicas reglamentadas	☐	☐	☐
18. La venta de químicos precursores	☐	☐	☐
19. Producción o transportación de la marihuana	☐	☐	☐
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	☐	☐	☐
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	☐	☐	☐
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	☐	☐	☐
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	☐	☐	☐
24. El hacer participar o usar menores durante delitos de drogas	☐	☐	☐
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	☐	☐	☐
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	☐	☐	☐
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	☐	☐	☐
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	☐	☐	☐
29. El fabricar o distribuir drogas disponibles solo por receta	☐	☐	☐
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	☐	☐	☐
31. Manufactura de ciertas sustancias y drogas a través de ciertos medios	☐	☐	☐

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto	☐	☐
2. Robo mediante extorsión	☐	☐
3. Hurto de mercancías en una tienda o negocio	☐	☐
4. Falsificación	☐	☐
5. Posesión criminal de un instrumento de falsificación	☐	☐
6. Obtener una firma mediante decepción	☐	☐
7. Personificación criminal	☐	☐
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	☐	☐

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10 th	November 10 th	3 months
August	September 10 th	November 10 th	2 months
September	October 10 th	November 10 th	1 month
October	November 10 th	February 10 th	3 months
November	December 10 th	March 10 th	3 months
December	January 10 th	April 10 th	3 months
January	February 10 th	May 10 th	3 months
February	March 10 th	June 10 th	3 months
March	April 10 th	July 10 th	3 months
April	May 10 th	July 10 th	2 months
May	June 10 th	July 10 th	1 month
June	July 10 th	July 10 th	0 month

EXHIBIT F

Provider: _____

Site: _____

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

Name(s) of Person(s) involved: _____

Telephone report given to: (name of Area Agency staff): _____

Email/Telephone report given by: _____ Date: _____ Time: _____

Name of Case Manager Notified if applicable: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

[illegible]

(Print) Name of Person completing the report: _____

Signature of person completing the report: _____

Instructions

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency Contract staff (602-264-2255) must occur promptly on serious (911) incidents. This report for all incidents must be emailed to Area Agency within 24 hours. Email to contractsdepartment@aaaphx.org

COMMUNICATION PAGE
(not an integral page of the Contract)

6/17/25

EMAIL COMMUNICATIONS TO:
slopez@avondaleaz.gov
elutz@avondaleaz.gov

**Fiscal Year 2026
ITEMIZED EXPENSE BUDGET**

Contractor: City of Avondale

TOTAL ALL EXPENSES		\$ 335,328	\$ 433,184	\$ 195,073	\$ 299,082	\$ 154,200	\$ 1,416,867
EXPENSES	Source, Description, Basis	SERVICES					TOTAL
		CGM	HDM	MCO	TSP	Other	
PERSONNEL (Total SALARY)	Staffing Costs	169,703	219,759	130,048	173,452	-	692,962
EMPLOYEE RELATED EXPENSES	ERE, Cell Phone & Bilingual Stipends	64,025	95,325	47,025	65,925	-	272,300
	SUBTOTAL	64,025	95,325	47,025	65,925	-	272,300
PROFESSIONAL & OUTSIDE	Other Professional Services (Activity/Entertainment)	-	-	1,500	-	-	1,500
	SUBTOTAL	-	-	1,500	-	-	1,500
TRAVEL	Equipment Management (Fuel)	-	15,100	-	47,000	-	62,100
	Operating Lease	-	-	-	5	-	5
	SUBTOTAL	-	15,100	-	47,005	-	62,105
SPACE	Estimated Costs for Program Costs that have been centralized per department (Electricity, Gas, Water)	6,500	6,500	6,500	6,500	-	26,000
	SUBTOTAL	6,500	6,500	6,500	6,500	-	26,000
EQUIPMENT	Vehicle Acquisition	-	-	-	-	145,000	145,000
	SUBTOTAL	-	-	-	-	145,000	145,000
MATERIALS & SUPPLIES	Food Supplies	66,800	73,800	-	-	-	140,600
	Dining Supplies	19,500	10,500	-	-	-	30,000
	Office Supplies	-	1,000	-	-	-	1,000
	Recreation Supplies	-	-	700	-	2,500	3,200
	Uniforms	-	-	200	-	1,700	1,900
	Other Rents (Mops, Rags Rentals)	1,200	1,300	-	-	-	2,500
	SUBTOTAL	87,500	86,600	900	-	4,200	179,200
OPERATING SERVICES	Repair & Maintenance (Machinery & Equipment)	2,000	2,300	-	-	-	4,300
	License and Fees	100	300	-	-	-	400
	Marketing	-	-	500	-	2,000	2,500
	Printing	-	1,800	1,900	-	-	3,700
	Training	-	-	1,200	-	3,000	4,900
	Estimated Costs for Program Costs that have been centralized per department (Risk Management, Telephone, Computer Transfers, Copy Charges)	5,500	5,500	5,500	5,500	-	22,000
	SUBTOTAL	7,600	9,900	9,100	6,200	5,000	37,800
INDIRECT		-	-	-	-	-	-
	SUBTOTAL	-	-	-	-	-	-

VEHICLE LEASE AGREEMENT BETWEEN

V2026-05-AVO

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-1000 fax: 623-333-0100
EIN: 866000233

DURATION OF THE AGREEMENT, FY 2026: July 1, 2025 and shall end June 30, 2026

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

Kathy Flores, Contract Specialist

Erin Lutz, Senior Center Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2026-07-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

This Contract is entered into by and between City of Avondale., hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF AVONDALE

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Ron Corbin, City Manager

City of Avondale ATTEST:

City Clerk

Vehicle Lease Identification Page

<u>Year & Make</u>	<u>Model</u>	<u>VIN #</u>
2018 FORD	ESCAPE SUV - GAS	1FMCU0GD8JUC70853
2018 FORD	ESCAPE SUV – GAS	1FMCU0GDXJUB74013
2020 FORD	ESCAPE-SUV - GAS	1FMCU0G68LUB18561
2020 FORD	ALLSTAR 22 E-350 BUS	1FDEE3F61KDC71564
2019 FORD	STARCRAFT ALLSTAR 22 BUS	1FDEE3F68KDC12236

TERMS AND CONDITIONS

1. **CONTRACT ADMINISTRATION**

- a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar (\$1.00) per vehicle.
- b. Award Date The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.
- c. Effective Date The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- d. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement

2. **COMPLIANCE WITH APPLICABLE LAWS**

- a. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- b. The Contractor shall comply with 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.

3. **NOTICES**

- a. All notices shall reference the contract number.
- b. Notices under this Lease Agreement shall be made by Area Agency to the person indicated on the Contract Signature Page. Notices to Area Agency required by the Agreement shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

4. **ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

- a. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- b. "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

5. **ASSIGNMENT AND DELEGATION**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6. **LIENS**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7. **VISITATION, INSPECTION AND COPYING**

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the

Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

8. **AUDIT**

In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.

9. **Termination**

- a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- b. **Termination of Service Contract** Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
- c. **Non-Appropriations** Contractor is obligated only to pay its obligations set forth in this agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Contractor's then current fiscal year. The Contractor's obligations under this agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Contractor concerning budgeted purposes and appropriation of funds. Should Contractor elect not to appropriate and budget funds to pay its agreement obligations, this agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Contractor shall be relieved of any subsequent obligation under this agreement. The parties agree that Contractor has no obligation or duty of good faith to budget or appropriate the payment of the obligations found in this agreement in any budget in any fiscal year other than the fiscal year in which this agreement is executed and delivered. Contractor shall be the sole judge and authority in determining the availability of funds for its obligations under this agreement. The obligation of Contractor to make any payment pursuant to this agreement is not a general obligation or indebtedness of Contractor. Area Agency hereby waives any and all rights to bring any claim against Contractor for or relating in any way to Contractor's termination of this Agreement pursuant to this Section 1(j)(iii).
- d. **Cancellation for Conflict of Interest** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- e. **Gratuities** The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- f. **Suspension or Debarment** The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency
- g. **Termination for Convenience** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of

the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least thirty (30) days written notice to the Area Agency President/CEO.

h. **Termination for Default**

- i. In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
- ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.
- iii. The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

- i. **Continuation of Performance Through Termination** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

j. **Termination for Any Reason**

- i. In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- ii. In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.
- iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

10. **RETURN OF VEHICLE(S)**

Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles, normal wear and tear excepted, as follows

- a. Vehicles shall be in operating condition per all city, state, federal laws and standards.
- b. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.
- c. Vehicle may not have body or interior damage without written approval from Area Agency
- d. The condition the vehicles were received in will be considered when determining the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.
- e. Contractor shall remove any non-Area Agency signage as may have been adhered to the vehicle with approval from Area Agency.

- f. Listed below are additional requirements for a contractor to return a vehicle. These requirements take effect July 1, 2019 and thereafter and will be included In our Vehicle Leases between Contractor and the Area Agency on Aging.
 - i. Reason for the return request.
 - ii. Photos of the interior and exterior of the vehicle.
 - iii. The vehicle must be clean inside and out which includes the vehicle's interior upholstery.
 - iv. Current Mileage.
 - v. Maintenance records for the previous twelve months which includes a list of any large repairs made to the vehicle by your organization.

11. **NON-DISCRIMINATION**

- a. Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the 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. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- b. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with 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 contract programs, services and activities.

12. **INDEMNIFICATION**

- a. **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence,
- b. **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (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."
- c. **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.
- d. **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

- e. **Indemnification Clause** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

13. **INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

c. **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

d. **Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$3,000,000 (ALTCS) / \$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- 1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

f. **Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- 1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

g. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000
- 1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
- 2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

h. **Commercial Crime Policy or Blanket Fidelity Bond**

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

i. **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- i. The contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- ii. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- iii. Required Agencies:
 - ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - ✓ Banner University Family Plan
 - ✓ UnitedHealthcare Community Plan
 - ✓ Mercy Care Plan

j. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

k. **Acceptability of Insurers**

- i. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- ii. If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

l. **Verification of Coverage**

- i. Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- ii. All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- iii. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- iv. All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

m. **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

n. **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

o. **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

14. **VEHICLE SERVICES AND OPERATIONS**

a. **Services** This Vehicle Lease Agreement, the terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.

b. **Facility(s)** Services are limited to the sites as identified in the Service Contract Facility Location page.

c. **Vehicle Operation and Maintenance**

i. **Liabilities**

1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.

ii. **Operation Expenses** The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.

iii. **Maintenance** Contractor is responsible to:

1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
4. Clean the vehicle regularly.
5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.

iv. **Alterations of Vehicle** Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor

shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.

- v. **Accidents / Damage** In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
- d. **Personnel Requirements** Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
 - i. All equipment operators will have a valid Arizona driver's license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Driver's License) is required for equipment operation it will also be required to be on file for inspection.
 - ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
 - iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
- e. **Evaluation & Monitoring**: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).
- f. **Reporting Requirements**
 - i. Semi-Annual Maintenance Report Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.
 - ii. **Accidents / Damage**
 - 1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
 - 2. submit a written report of the incident to the Area Agency within three (3) days; and
 - 3. submit other documentation, reports, evidence as required or requested by Area Agency.

COMMUNICATION PAGE
(not an integral page of the Contract)

6/26/2025

slopez@avondaleaz.gov

elutz@avondaleaz.gov

ITEM NUMBER: 3.e.

SUBJECT: Resolution 1052-0825 - Renewal of the Intergovernmental Agreement with First Things First - Services at the Arizona Complete Health Avondale Resource Center

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1052-0825, approving an Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First, to receive \$250,000 in funding for services at the City of Avondale Family Resource Center for fiscal year 2026 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is an Arizona State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to five years of age. The Southwest Maricopa Regional Partnership Council represents Avondale and the surrounding communities and is charged with making strategy and funding recommendations to the First Things First Board.

The Arizona Complete Health Avondale Resource Center (formerly known as Care1st Resource Center) provides services to residents in the Southwest Valley and surrounding areas. This has been made possible through an innovative public and private partnership between Care1st Health Plan Arizona, Inc., First Things First (FTF), and the City of Avondale. The initial Intergovernmental Agreement was established with First Things First in April 2009. The City provided a 6,000 square-foot facility, Care1st provided funding for renovations & operations and First Things First provided program funding for families with children from birth to age five. Several non-profit organizations have been provided space at the resource center in exchange for providing services.

In January 2021, the City relocated the resource center to a newly built facility. This was made possible by an \$11.7 million capital investment from the City of Avondale. The new facility is a 30,000 square-foot multi-generational center providing services to individuals and families from cradle to cane. The center provides parenting activities that aim to increase the family's knowledge of child development, health and promising parenting practices for families with children from birth to age five, as well as referral services that address individual family needs. The center is a one-stop hub for health and human services in the Southwest Valley.

Core services offered:

- Parenting activities, classes related to social-emotional, cognitive, physical, language development, early literacy, supportive parenting skills, school readiness, child safety, and discipline.
- Developmental, hearing and vision screenings.
- Health insurance, nutritional and cash assistance enrollment.
- Women, infants and children nutritional benefit enrollment, education and support.
- Economic support/family stability programs.

DISCUSSION:

The scope of work within this agreement addresses the priority areas of the Regional Council and enhances the services provided at the Arizona Complete Health Avondale Resource Center. The Center connects families to services that support parents with early childhood care and education, housing, and health service information, provides referrals for families, and also conducts outreach efforts to educate the public and organizations that serve families at the resource center. Avondale staff are required to provide a minimum of 240 parenting activities annually. The grant agreement provides an award amount of \$250,000. This is the second year renewal of the City's Intergovernmental Agreement with First Things First which will be effective July 1, 2025, through June 30, 2026. There is an option to renew this agreement annually for one (1) additional one (1) year term.

BUDGET IMPACT:

No matching funds are required to receive this financial support, and the general fund will not be impacted. Grant appropriations in the amount of \$250,000 are included in the FY2026 adopted budget.

RECOMMENDATION:

Staff recommends City Council approve an Intergovernmental Agreement with Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, d/b/a First Things First, to receive \$250,000 in funding, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Jerie Guajardo

Government Agreement Summary	
GRA Number: GRA-RC007-24-1210-01	Region/Funding Source: Southwest Maricopa
Grantee Information: City of Avondale Chris Lopez clopez@avondale.org 623-333-2719	
Strategy: Family Resource Centers	Funding Available: \$250,000
Target Service Units Strategy: Family Resource Centers Number of Parenting Activities Conducted: 240	
Brief Description: The intent of the Family Resource Centers strategy is to provide prenatal families and families with children birth to age 5 in the Southwest Maricopa Region with a welcoming, safe, and accessible community hub that offers flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics in the City of Avondale.	
Required Data Template Training The grantee is required to participate in data template training. Further instruction will be provided closer to grant start date.	
Grant Term/Estimated Start Date: The estimated grant term is July 1, 2023 through June 30, 2024, unless terminated, cancelled or extended.	Contact Information: Michelle Neitch Fiscal Specialist First Things First Email: mneitch@firstthingsfirst.org Phone: (602) 771-5079

GOVERNMENT AGREEMENT

GRA-RC007-24-1210-01

**Between The
Arizona Early Childhood Development and Health Board
Southwest Maricopa Regional Partnership Council
(First Things First)
And
City of Avondale
(Grantee)**

I. Purpose

The intent of the Family Resource Centers strategy is to provide prenatal families and families with children birth to age 5 in the Southwest Maricopa Region with a welcoming, safe, and accessible community hub that offers flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics in the City of Avondale.

II. Term, Renewal

The term of this Agreement is July 1, 2023 through June 30, 2024. The parties may renew this Agreement for up to three (3) additional twelve (12) month extensions (including lesser parts thereof).

III. Description of Services

- A. Families are the single most important factor in promoting the optimal development of their young child and are best supported when neighborhoods and communities have adequate and accessible resources and services to meet their needs. Families need a community location to access resources, information, referrals and concrete support, as well as increase their confidence in parenting and knowledge about the development of their children.
- B. Family Resource Centers provide services for families with pregnant mothers and families with children birth to age five that build on parental resilience, knowledge of parenting and child development, social connections, social and emotional competence of children, and concrete supports. These factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and healthy development. The intent of the strategy is to provide welcoming, safe, and accessible local community hubs that provide flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics.

IV. GRANTEE'S Responsibilities

The Grantee will:

- A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:
 - 1. Agency/Organization Profile
 - 2. Personnel - Program Personnel Table and Program Organization Chart
 - 3. Budget - Line-Item Budget and Budget Narrative
 - 4. Fiscal Information - Funding Sources and Financial Controls

The completed forms and documents comprise part of this Agreement.

- B. In providing programming described in Sections III and IV.A, the Grantee will act in accordance with the Description of Services, the approved budget, the Scope of Work (Exhibit A), Guidance Materials and Required Documents (Exhibit B), and the Data Security, Submission and Suppression Guidelines and Requirements for Collaborators (Exhibit C).
- C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.
- D. Submit timely the reports described in Section VI.

V. Reimbursement/Payment

- A. First Things First will pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to \$250,000, on the terms described in this Section.
- B. Payment is conditioned upon First Things First's receipt of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments will be made only for those services performed or goods received.
- C. The Grantee will submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee must submit a final reimbursement request marked "final" no more than forty-five (45) days after the Agreement term end date.** The Grantee must pay, accrue or obligate expenses eligible for reimbursement by the Agreement term end date. Final payment is conditioned upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.

- D. The Grantee will only use funds provided under this Agreement to fulfill the Grantee's responsibilities under this Agreement. Any questions regarding the appropriate use of the funds will be resolved by mutual agreement between the parties.
- E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee will promptly repay the funds to First Things First.

VI. Quarterly Program Narrative and Data Submission Reporting Requirements

- A. At a minimum, the Grantee will submit quarterly one Program Narrative Report and one Data Submission Report by the 20th of the month following the quarter via PGMS. Failure to submit timely reports will result in suspension of reimbursement. The reports will contain the information deemed necessary by First Things First.
- B. Program Narrative and Data Submission Reports are due:

1 st Quarter (July 1 - September 30)	Due: October 20
2 nd Quarter (October 1 - December 31)	Due: January 20
3 rd Quarter (January 1 - March 31)	Due: April 20
4 th Quarter (April 1 - June 30)	Due: July 20
- C. When a report due date falls on a weekend or holiday, the reports are due the following business day.
- D. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee will collect, store and report the data for the Data Submission Reports separately for each region served.

VII. Agreement Administration and Operations

- A. Working on Tribal Land. If the Grantee performs any work under this Agreement on sovereign land of a tribe, the Grantee must comply with any requirements of the tribe in relation to essential functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy as applicable, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities, which approval may include a requirement to participate in cultural education and community orientation classes.
- B. Advertising, Publishing and Promotion of Agreement. The Grantee will not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.

- C. Review of Printed Materials. First Things First must review and approve all Grantee publications and/or media funded or partially funded through this Agreement for compliance with this Agreement. The Grantee will submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve prior to release. If deemed necessary by First Things First, the Grantee will revise the materials as indicated by First Things First before publicly distributing the materials. First Things First will have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- D. Acknowledgment of FTF Funding. The Grantee will recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee will make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee will also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.
- E. Public Awareness Efforts. The Grantee will consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.
- F. Ownership of Materials and Data. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables are the sole property of the State (First Things First). The Grantee will not use or release these materials or data without the prior written consent of First Things First. The Grantee is not entitled to a patent or copyright on these materials and data and may not transfer the patent or copyright to anyone else.
- G. Ownership of Intellectual Property. First Things First will be the owner (for and on behalf of the State of Arizona) of any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark and/or trade secrets, created or conceived in the course of carrying out this Agreement and any related subcontract or subgrant ("Intellectual Property"). The parties agree that the Intellectual Property will be considered a work made for hire under the U.S. Copyright Act to the extent applicable. To the extent the Intellectual Property is not a work made for hire, the Grantee hereby transfers all of its ownership of the Intellectual Property to First Things First. First Things First will own the entire right, title and interest to the Intellectual Property throughout the world. The Grantee will notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it, its subcontractor or its subgrantee. The Grantee, on behalf of itself

and any subcontractors and subgrantees, agrees to execute all documents necessary to assure ownership of the Intellectual Property vests in First Things First and will take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any other entity. The Grantee and its subcontractors and subgrantees will not disclose inventions or trade secrets covered by this paragraph to any entity not the State without the express written authorization of First Things First.

VIII. General Terms

- A. FTF Grants Uniform Terms and Conditions. First Things First's Grants Uniform Terms and Conditions (revision date October 2019) are hereby incorporated by reference into this Agreement as if fully set forth herein. Copies of this document are available by emailing the First Things First Procurement Specialist, grants@azftf.gov.
- B. Mandated Reporting of Child Abuse and Neglect. The Grantee will ensure that all employees, contractors and volunteers report child injuries, abuse, neglect and other reportable offenses, if and as required by A.R.S. § 13-3620 or 18 U.S.C. § 1169(a). The federal law is limited to incidents on federally recognized tribal lands. To help comply with this provision, the Grantee may need to provide professional development or information to staff concerning signs and symptoms of child abuse and neglect, laws and procedures for reporting suspected child abuse or neglect, whether and how to inform parents about a report and following up with the Department of Child Safety.
- C. Non-Availability of Funds. In accordance with A.R.S. § 35-154, if First Things First's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then First Things First may provide written notice of this to the Grantee and terminate this Agreement without further obligation of First Things First. Appropriation is a legislative act and is beyond the control of First Things First.
- D. Capital Expenditures. Certain capital expenditures with a cost totaling \$20,000 or more may be subject to First Things First's Capital Expenditure Policy regarding construction, renovation, real property and vehicles. This Capital Expenditure Policy (revision date December 2019) is incorporated by reference into this Grant Agreement as if fully set forth herein. Copies of this document are available by emailing the First Things First Procurement Specialist, grants@azftf.gov.
- E. Sectarian Purposes. Funds provided under this Agreement may not be expended for any sectarian purpose or activity, including religious worship or instruction, except as consistent with the First Amendment of the United States Constitution. The Grantee will implement the programs or services funded under this Agreement consistent with the First Amendment as well. With respect to these programs or services, the Grantee also will not discriminate against any program or service beneficiary or applicant on the basis of religion. First Things First reserves the right

to verify or monitor compliance with this paragraph. The Grantee will repay any funds awarded under this Agreement that the Grantee spends in violation of this paragraph.

IX. State and Federal Mandated Terms

- A. Non-Discrimination. In accordance with State Executive Orders 2023-01 and 2009-09, the Grantee will not discriminate in employment based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status; however, this requirement does not affect the applicability of federal and state law exemptions contemplated by the Executive Orders. The provisions of Executive Order 2009-09 are incorporated herein by reference into this Agreement as if fully set forth herein. The Grantee will also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.
- B. Records. Pursuant to A.R.S. § 8-1174, the Grantee will retain and will contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records (“records”) relating to the Agreement for a period of five years after the completion of the Agreement. All records will be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee will produce the records at First Things First’s main office in Phoenix, Arizona.

Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee will retain and will contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records will be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

X. Relationship of Parties

The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

XI. Indemnification

- A. Not State Agency. This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' 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 including its officers, officials, agents, employees or volunteers. The State of Arizona, Early Childhood Development and Health Board (First Things First) is self-insured per A.R.S. § 41-621.
- B. Patent and Copyright. The Grantee will indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by the State of materials furnished or work performed under this Agreement. The State will reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.
- C. Subcontractors. The Grantee will contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the subcontractor or subgrantee or any of its owners, officers, directors, agents, employees, volunteers, or subcontractors. This indemnity will include any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the subcontractor or subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the State will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the subcontractor or subgrantee from and against any and all Claims. It is agreed that the subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The subcontractor or subgrantee will agree to waive all rights of subrogation against the State for losses arising from the work performed by the subcontractor or subgrantee for the State.

XII. Insurance.

The Grantee will provide a Certificate of Self-Insurance. The Certification will be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university

of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee will contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies will be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration, including its published Insurance Modules, and in consultation with First Things First.

XIII. Termination Upon 30 Days Notice

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee will cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

XIV. Notices

The Grantee will address all notices related to this Agreement to:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

First Things First will address all notices related to this Agreement to:

City of Avondale
995 E. Riley Dr.
Avondale, AZ 85323

XV. Grantee Assurances

Grantee's Authorized Official to initial the following:

GENERAL

 To adhere to the most current version of the Standards of Practice documents (available at <http://www.firstthingsfirst.org/grants/strategy-toolkit>)

 To adhere to the Data Security Submission and Suppression Guidelines and Requirements for Collaborators, as applicable.

 To review and adhere to the First Things First Grants Uniform Terms and Conditions. Copies of this document are available by emailing grants@azftf.gov.

 To accept funds and administer the programs in accordance with all applicable federal and state

statutes and regulations and Grant Agreement requirements.

 To maintain internal controls, including policies and procedures, for assuring compliance with applicable cost principles and other Grant Agreement requirements.

 To follow established personnel policies related to salary scales and fringe benefits.

 To use the State of Arizona Travel Policy on rate limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/welcome-gao-travel>) for both in-state and out-of-state travel.

 To use generally accepted accounting principles (GAAP).

 To perform required financial and compliance audits in accordance with federal law and guidelines, including the Single Audit Act and 2 CFR Part 200.

 To maintain documentation for employees working across multiple funding sources to ensure the amount of time charged to each employee does not exceed 100%.

 To have fiscal control and fund accounting procedures in place to ensure proper disbursement of and accounting for any funds paid to subcontractors.

 To maintain enrollment and participate in e-verify, if an employer.

 To maintain a system of contract administration to ensure conformance with the Grant Terms and Conditions.

PROGRAMMATIC

 To use proven, effective and/or evidence based programs.

 To maintain the personnel qualifications outlined in the Standards of Practice with subsequent hires.

 To comply with any applicable federal, state, and local health and safety requirements that apply to the facilities used for a program.

 To actively participate in the Quality Assurance process, including assessments.

 To coordinate, to the extent possible, with other programs in the same geographic area that serve similar target populations.

 To coordinate with First Things First during the length of the program period.

 To acknowledge funding from FTF in publicly-distributed materials in compliance with FTF's brand guidelines and submit such materials in advance for review.

 To consult with FTF in the planning of public awareness/marketing strategies such as websites, advertising or media campaigns.

EVALUATION

 To provide regular and timely reporting and to participate in all pertinent First Things First research and evaluation efforts.

 To review the data requirements document required for the strategy(ies) and adhere to the requirements therein, found on the First Things First website, <https://www.firstthingsfirst.org/strategy-toolkit/>

 If an evaluation outcome study or an implementation study has been completed on the proposed program, a copy of the study and its findings will be submitted to First Things First.

 If funds are being requested to conduct an evaluation study, approval by First Things First Research and Evaluation team will be obtained prior to implementation.

 If the evaluation study will include a tribal community, approval by First Things First Research and Evaluation team and Tribal Affairs division will be obtained prior to implementation.

XVI. Authority to Execute this Agreement

Each individual executing this Agreement represents and warrants that the individual is duly authorized to do so.

XVII. In Witness Whereof

The parties hereto agree to carry out the provisions of this Agreement.

**FOR AND BEHALF OF
City of Avondale**


Kenn Weise (Jul 10, 2023 20:03 PDT)

Kenn Weise
Mayor

Jul 10, 2023

Date

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Josh Allen
CFO/COO

Date

Attest:





Government Agreement Attachments and Exhibits

Attachment A	Agency/Organization Profile
Attachment B	Personnel - Program Personnel Table/Program Organization Chart
Attachment C	Budget - Line Item Budget and Budget Narrative
Attachment D	Fiscal Information - Funding Sources and Financial Controls
Exhibit A	Scope of Work
Exhibit B	Guidance Materials and Required Documents
Exhibit C	Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

Attachment A

Agency/Organization Profile

A. Grantee Information:

Agency/Organization: City of Avondale				
Contact Person: Jerie Guajardo			Email: cjuajrdo@avondaleaz.gov	
Title/Position: Family Services Manager			Phone: 623-333-2718	
Address: 995 E. Riley Dr.				
City: Avondale			State: AZ	Zip: 85323
County: Maricopa				
Employer Identification Number (EIN): 86-6000233				
Agency Classification:		☐ State Agency	☐ County Government	☒ Local Government
☐ Tribal	☐ Faith Based	☐ Non Profit	☐ Charitable	☐ Private Organization
Have you conducted business with First Things First using this EIN within the last year?				☒ Yes ☐ No
<i>If not or if there has been address or EIN changes, please go to:</i> https://gao.az.gov/sites/default/files/GAO-W-9_072815-S%26S%26A.pdf and download the State of Arizona Substitute W-9 Form, and submit with your application.				
Approximate federal funding (from a federal source) to be received in current fiscal year?				\$
Agency's fiscal year-end date:		Jun 30 th		
Agency's accounting method:		☐ Cash ☒ Accrual		
Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F?				☒ Yes ☐ No
Contact information for firm conducting agency audit:				
Name of audit firm:		Clifton, Larson, Allen LLP		
Address:	20 E. Thomas Rd., Suite 2300; Phoenix, AZ 85210			
Phone:	602.266.2248			

B. Program Details:

Program Name: Arizona Complete Health Resource Center- Avondale Family Education and Resource Program (AFERP)

(The specific name of the program if different from the name of the strategy, organization, or model. If none, then enter N/A)

Program Model: Family Resource Center

(The specific name of the program model that has been proposed. If none, then enter N/A)

Geographic Area and/or Target Population: Southwest Maricopa County/ Expectant parents and families with children birth to five

Brief Program Description (250 words or less):

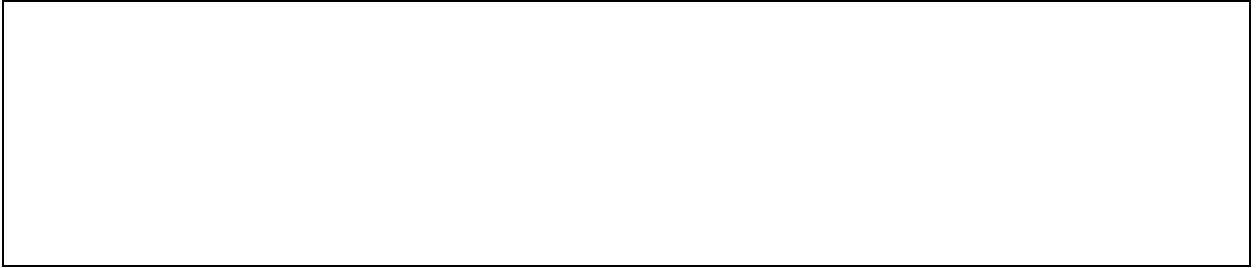
The Arizona Complete Health Avondale Resource Center (formerly known as Care1st Resource Center) provides services to residents in the Southwest Valley and surrounding areas, was made possible through an innovative public and private partnership between Care1st Health Plan Arizona, Inc., First Things First (FTF) and the City of Avondale. In operation since April 2009, the City provided a 6,000 Sqft. facility, Care1st provided funding for renovations and operations and First Things First provided funding for programming for families with children birth to age five. Several non-profit organizations were provided space in the center in exchange for providing services.

In January 2021, The City relocated the resource center to a newly built facility. This was made possible by an \$11.7M capital investment from the City of Avondale. The new facility is a 30,000 Sqft. multi-generational center providing services to individuals and families from cradle to cane.

The center provides parenting activities tha aim to increase familes knowledge of child development, health and promising parenting practices for families with children birth to age five, as well as referral services that address individual family needs. The center is a one stop hub for health and human services in the Southwest Valley.

Core services offered:

- Parenting activities, classes related to social-emotional, cognitive, physical, language development, early literacy, supportive parenting skills, school readiness, child safety, and discipline.
- Developmental, hearing and vision screenings.
- Dental screenings.
- Health insurance, nutritional and cash assistance enrollment.
- Women, Infant and Children nutritional benefit enrollment, education and support.
- Economic supports/family stability programs.



Strategy and Proposed Service Units

Strategy: Family Resource Centers

Number of Parenting Activities Conducted: 240

C. Contact Information:

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

Main Contact: is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

Finance Contact: is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.

Program Contact: is responsible for program implementation and will have access to the program and data reports in PGMS.

Evaluation Contact: is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

PGMS Contacts		
Main Contact		
	Name: Jerie Guajardo	Email: ciguajardo@avondaleaz.gov
	Title/Position: Family Services Manager	Phone: 623-333-2717
	Physical Address (if different than the agency address): 995 E Riley Dr. Avondale, Az, 85323	
Program Contact		
	Name: VACANT	Email:
	Title/Position:	Phone:
	Physical Address (if different than the agency address):	
Finance Contact		
	Name: Dborah Carreon	Email: dcarreon@avondaleaz.gov
	Title/Position: Accountant	Phone: 623.333.2021
	Physical Address (if different than the agency address): 11465 W. Civic Center Dr. Suite 250 Avondale, Az 85323	
Evaluation Contact		
	Name: Christopher Lopez	Email: clopez@avondaleaz.gov
	Title/Position: Neighborhood and Family Services Director	Phone: 623.333.2711
	Physical Address (if different than the agency address): 995 E Riley Dr. Avondale, Az, 85323	

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
<i>Jerie Guajardo/Family Services Manager</i>	Jerie has 24 years of experience working with children, youth, families and communities. Experience includes behavioral health, counseling, case management, education, program development and youth development. Holds a Bachelor of Science degree in Human Services with an emphasis in early childhood education and management.	Manage the Family Services Division which includes the Arizona Complete Health Avondale Resource Center and directly supervises both FTF funded staff members	Yes	0.0
<i>Anthony Quezada Family Education Assistant</i>	Anthony currently holds a Bachelor of Arts in Psychology with a focus on Family and Human Development. Anthony has been working with families with children ages 0-5 for 4 years. He has experience working with children ages 3-5 and developing curriculums that are developmentally and age appropriate. Anthony facilitated classrooms of 18 children, supporting children develop their social emotional skills through play, learning and modeling. He also supported parents by holding monthly parent meetings to discuss children's progress in the classroom and guided parents how they can extend their child's learning at home by providing weekly activities for families to complete. Anthony was responsible for completing ASQ's as well as hearing and vision screenings.	The Family Support Assistant provides outreach for the Care1st Avondale Resource Center and early childhood program coordination in the Resource Center and in the First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries and community organizations. Essential duties will include: Coordinating early childhood programming at the Resource Center and in the community. Collaborating with service providers, schools, and libraries to provide community awareness for early childhood topics. Provides a culturally diverse, family-centered environment that provides information and referral services to residents of the community. Assists with providing accurate and timely data reporting to First Things First		1.0

		and other funders. Provides support to other related department projects and activities. Assists with obtaining financial support which strengthen and expand existing Avondale Resource and Housing Center services.		
To Be Hired (TBH) Family Education Specialist	Staff are required to have a minimum of a high school diploma (associates degree preferred) and at least two (2) years' experience in related work with families. Staff must have knowledge of the surrounding community and the available resources families need to support children's health and development. Bilingual in English and Spanish is preferred.	Conducts outreach to external agencies (non-profit, governmental, school districts, child care centers, etc.) providing services to families with children 0 to 5 years of age, with an emphasis on those funded by First Things First. Assures that external agencies are aware of the Family Resource Center and that staff at the Resource Center is familiar with the gamut of services available to families with young children. Develops and maintains regular system of communication with external agencies and facilitates use of the Center by those agencies. Works closely and in conjunction with a variety of community leaders, healthcare providers, educational institutions, and other organizations to develop and maintain strong understanding and support of program initiatives. Coordinates early childhood programming, parent resources and events at the Resource Center. Works with families with young children to help them access services through the Resource Center and other human services providers. Implements and facilitates developmental and sensory screenings, car seat education classes, and parent education workshops. Facilitates parent/family referrals to First Things First-funded agencies and other agencies providing services to		1.0

		families with young children. Provides extra support for families with young children in special need of assistance in accessing services to support their needs. Collects and reports data to First Things First and other funding partners. Is responsible for submitting grant applications and renewals to First Things First. Manages the First Things First budget and expenditures.		
Additional Personnel - those individuals funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
<i>Example: Roberta Johnson/Executive Director</i>				.05
Program Total:				

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.

** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, and this application is awarded, a *Request for Exemption from Staff Qualifications* will be submitted and approved by FTF prior to hire.


Kenn Weise (Jul 10, 2023 20:03 PDT)

Mayor

Jul 10, 2023

Name/Title

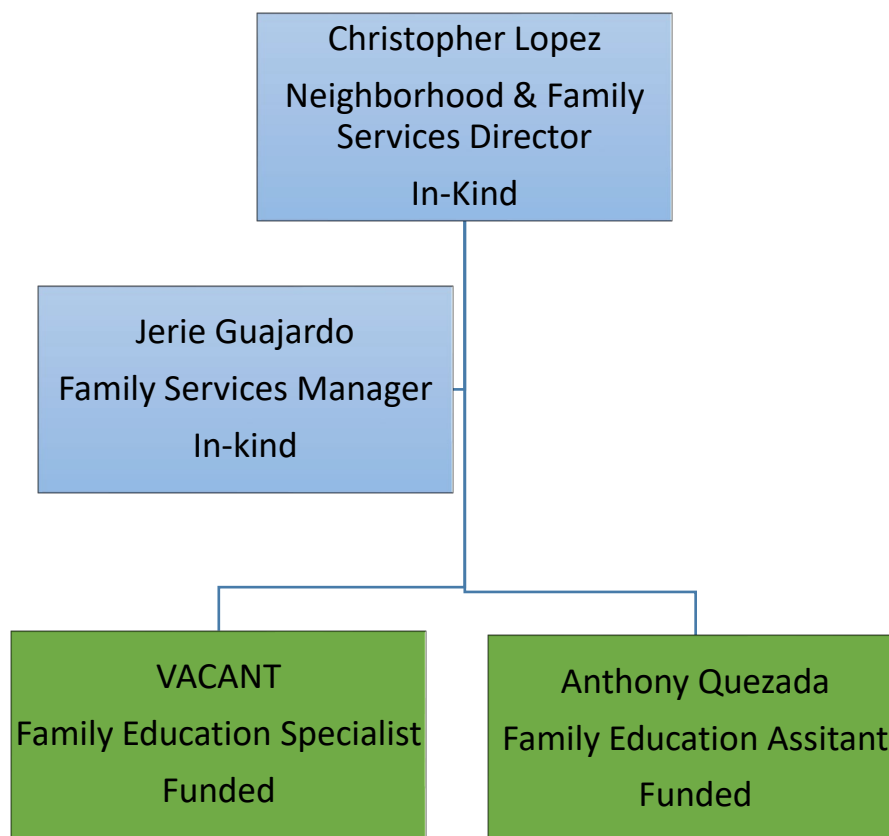
Date

Attachment B - Personnel

Program Organization Chart

For all of the personnel or positions that will be fully or partially funded through the proposed program, provide a program organizational chart that illustrates the hierarchy of positions/responsibilities specific to the proposed program.

Example:



Attachment C - Budget

SFY24 Line-Item Budget

Budget period: July 1, 2023 – June 30, 2024

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$131,287.47
Salaries	Family Education Specialist- 1.0 FTE	\$70,926.71	
	Family Education Assistant- 1.0 FTE	\$60,360.76	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$37,400
Fringe Benefits or Other ERE	Family Education Specialist	\$20,900.00	
	Family Education Assistant	\$16,500.00	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$18,612.53
Contracted Services	Avondale Family Education & Resources (AFERP)	\$18,621.53	
TRAVEL		Travel Sub Total	\$11,500
In-State Travel	Professional Development		
Out-of-State Travel	Professional Development	\$11,500	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$0
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$51,200.00
• Telephones/Communications Services	Cell Phone Stipend	\$1,200	
• Internet Access			
• General Office Supplies		\$2,500	
• Food		\$3,000	
• Rent/Occupancy			
• Utilities			
• Furniture		\$1,000	
• Postage			
• Dues/Subscriptions	FRN Dues	\$500	
• Advertising	Outreach Materials	\$5,000	
• Printing/Copying	Outreach Materials	\$2,000	
• Equipment Maintenance			
• Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	Staff Training	\$3,500	
• Insurance			
• Program Materials		\$12,000	
• Program Supplies		\$17,000	
• Scholarships			
• Program Incentives		\$3,500	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$0
Equipment \$4,999 or less in value			
SUBTOTAL DIRECT PROGRAM COSTS:			\$0
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$	\$
TOTAL		\$250,000	\$250,000

Authorized Signature  Date Jul 10, 2023

Kenn Weise (Jul 10, 2023 20:03 PDT)

SFY24 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Family Education Specialist: This is a twelve-month position and is currently vacant it represents 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. A total of \$70,926.71 is budgeted for the next fiscal year which includes a 8% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale had historically provided up to a 5% increase each year. This past Fiscal year the City conducted a class and compensation study and decided to provide a 8% increase to ensure that positions were brought up to market rate.

Family Education Assistant: This is a twelve-month position and is currently filled by Anthony Quezada it represents a 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. A total of \$60,360.76 is budgeted for the next fiscal year which includes a 8% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale had historically provided up to a 5% increase each year. This past Fiscal year the City conducted a class and compensation study and decided to provide a 8% increase to ensure that positions were brought up to market rate.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Family Education Specialist: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of \$20,900. This amount is based on the City of Avondale calculation of employee related expenses.

Family Education Assistant: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of \$16,500. This amount is based on the City of Avondale calculation of employee related expenses.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

Avondale Family Education and Resource Program (AFERP): A total of \$18,612.53 is budgeted for program services around the delivery of resources, referrals and parenting activities for families with children birth to age five. The amount was determined based on past experiences in hiring qualified consultants for services of a similar nature. The types of workshops and services provided include but are not limited to early language and literacy, discipline, brain development, kindergarten readiness, health, nutrition and child safety (ex. Raising A Reader and Arizona Science Center). All contractors will be subject to the First Things First Standards of Practice and contracts will be established through the City of Avondale's procurement policies and procedures.

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/welcome-gao-travel>) for both in-state and out-of-state travel.*

This will include hotel, transportation and meal cost for the NAEYC Conference for both First Things First funded staff and the Family Services Manager who manages this contract in the total dollar amount of \$11,500.

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephones/Communications Services: This line will be used to cover a \$100 a month cell phone stipend for the Family Education Specialist. This position holds supervisory responsibility and will be required to use their personal cell phone for work related purposes.

General Office Supplies: This line item will provide for office items generally used, including business card

holders, pens/pencils, paper clips, paper goods, desk organizers/storage, highlighters, clipboards, correction tape, personal protection equipment (gloves, mask, face shields, etc.), hand sanitizer, disinfectant spray for a total of \$2,500. This amount is based on the current actual costs of these supplies.

Food - Meetings Expenses/Food: This line item will provide for meeting expenses, primarily for community events, workshops, and support groups, and networking, partner meetings held at the Resource Center for a total of \$3,000.

Furniture: This line will be utilized to purchase child and family appropriate furniture as well as to replace any damaged pieces of child and family furniture.

Advertising – Marketing/Advertising: A total of \$5,000 is budgeted to purchase collateral materials for outreach and promotion of the Resource Center. The budget amount is based on the contracted rate with the printer under contract with the City of Avondale.

Dues/Subscriptions: This line item will be used to cover the cost associated with AzDN membership.

Professional Development/Staff Training: A total of \$3,500 is budgeted for registration fees for the First Things First Summit in August 2023, the NAEYC conference as well as any miscellaneous professional development and training opportunities that may become available during the fiscal year. Two (2) FTE, FTF-funded City of Avondale/Resource Center staff and the Family Services Manager who manages this contract will attend the FTF Summit and any additional training opportunities. This amount will also include the cost of recertification for the National Child Passenger Safety Certification of one (1) FTF-funded staff and any additional certifications that become available during the fiscal year.

Program Materials: A total of \$12,000 is budgeted to purchase materials for workshops, events and programs aimed at promoting early childhood health, development and safety. The funds will cover child safety/health items such as car seats, parent workshops consumables (workbooks, completion certificates, hand-out materials, etc.), personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.) and decorations and crafting supplies for parenting activities and events.

Program Supplies – Educational/Other Supplies: A total of \$17,000 is budgeted to purchase age-appropriate educational items and program supplies for families and children to use while visiting and/or attending events at the Resource Center. Items to be purchased include developmental and sensory toys/manipulatives including blocks, puzzles, dolls/puppets, art supplies (crayons, markers, child scissors, child aprons, activity books, construction paper, pom poms, glitter, paper plates, ribbons, streamers, stickers, etc.) and serving utensils (such as spoons, forks, napkins, trays, cups and containers).

Program Incentives: A total of \$3,500 is budgeted to purchase incentives for participation in workshops, events and programs held at the Resource Center. Incentives will include books, developmental, educational, and personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.). Families who attend activities and programs will be able to access these services. This will serve the dual purpose of outreach and awareness for the Resource Center as well as promoting early literacy and early childhood development.

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR*

225, and 2 CFR 230.

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Authorized Signature  Kenn Weise (Jul 10, 2023 20:03 PDT)

Date Jul 10, 2023

Attachment D- Fiscal Information

Funding Sources and Financial Controls

- A. **Funding Sources.** In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization will leverage to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount
Arizona Complete Health	These funds support the operational costs of the Resource Center (ex. Electricity, water, security, maintenance)	\$340,304.15
Total:		\$340,304.15

B. **Financial Controls.**

Grantees will be expected to follow generally accepted accounting principles and be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by their agency/organization - across all funding sources.

Describe the financial controls and accountability measures the agency/organization will employ for the use of FTF funding for the proposed program.

The City of Avondale adheres to U.S. generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). City management has also established a comprehensive internal control framework for the City of Avondale to follow. The First Things First grant is accounted for in the City's grant fund under its' own division code. All First Things First grant activity is monitored closely by the management of the Neighborhood and Family Services department and the Financial Services department of the City of Avondale to ensure all applicable State and local laws and regulations are followed.

Authorized Signature  Kenn Weise (Jul 10, 2023 20:03 PDT) Date Jul 10, 2023

Exhibit A – Scope of Work

Statement of Need

Families are the single most important factor in promoting the optimal development of their young child and are best supported when neighborhoods and communities have adequate and accessible resources and services to meet their needs. Families need a community location to access resources, information, referrals and concrete support, as well as increase their confidence in parenting and knowledge about the development of their children.

The Southwest Maricopa Region has prioritized family support services due to the number of families experiencing poverty and grandparents raising grandchildren, as well as, the high percentage of children living in single-parent households. In an effort to increase the availability of and access to high quality family support services for families and recognize the regions' strong sense of community, the regional council elected to fund the Family Resource Centers strategy.

A copy of the region's current Regional Needs and Assets Report can be found at:

<http://www.firstthingsfirst.org/regions/find-your-region>

Description of Strategy

Family Resource Centers provide services for families with pregnant mothers and families with children birth to age five that build on parental resilience, knowledge of parenting and child development, social connections, social and emotional competence of children, and concrete supports. These factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and healthy development. The intent of the strategy is to provide welcoming, safe, and accessible local community hubs that provide flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics.

The Avondale Family Resource Center will be located at 995 E. Riley Dr., Avondale AZ 85323 and will operate within the following hours: Monday to Friday 8am to 5pm and on various evenings and weekends to best accommodate the needs of families.

Services must be flexible to respond to the wide spectrum of needs of the diverse families in the community. Staff must provide responsive and relevant information, resources, referrals to services, and parenting activities in response to families' individual and unique needs.

Collaboration and coordination with key community partners and services is critical to the implementation of the strategy. The grant partner must establish, strengthen and maintain relationships with community partners that can positively impact the success of the program. Through this coordination, Family Resource Centers work to avoid fragmentation and increase accessibility of services for families.

The Avondale Family Resource Center will offer at least 240 parenting over the course of the state fiscal year. Parenting activities are group-based opportunities for families that are designed to increase awareness about the core areas of family support and to facilitate the healthy physical, social/emotional, cognitive, and early literacy development of young children.

Parenting activities must be offered by Family Resource Center staff or by inviting other community partners to facilitate parenting activities not already offered or accessible in the community.

Implementation of the Family Resource Centers strategy requires these main elements:

- Establishment of a community hub (physical location)

- Provide information, resources and referrals
- Deliver parenting activities

The grant partner may choose to provide on-site child care for families to remove barriers to attendance at parenting activities. See the On-Site Child Care Policy for implementation requirements linked in the Guidance Materials section of the Agreement.

For the complete implementation requirements, see the Family Resource Centers Standards of Practice linked in the Guidance Materials section of the Agreement.

Family Resource Center staff must actively participate in an established family resource center focused network that supports best practice and effective service delivery through meeting attendance and related functions.

Target Population and Geographic Area to Serve

The target population for the Family Resource Center Strategy is prenatal families and families with children birth to age five living in or accessing services in the City of Avondale. Outreach and recruitment must include families who are experiencing poverty, single-parent households, teen parents and grandparents raising grandchildren. The identified location of the Avondale Family Resource Center is located at 995 East Riley Drive Avondale, Arizona.

Southwest Maricopa Regional Partnership Council provides services within the communities of Arlington, Avondale, Buckeye, Dateland, Gila Bend, Goodyear, Litchfield Park, Palo Verde, Tolleson and Tonopah. The region also includes ZIP codes: 85139, 85322, 85323, 85326, 85333, 85337, 85338, 85340, 85343, 85353, 85354, 85392, 85395 and 85396 in Maricopa County. The region does not include the portion of Tohono O’odham Nation or Gila River Indian Community.

A map and description of the First Things First regions can be found at:

<http://www.firstthingsfirst.org/regions/find-your-region>

Units of Service and FTF Data Requirements

Units of Service

A **Unit of Service** is used for contractual monitoring purposes, and is specific to each FTF strategy. It is composed of a number and a description of that number. A Unit of Service can be a target population and/or a service or product that a grant partner is expected to serve or deliver during the year as part of their contract. The strategy- specific unit of service name and definition for this strategy can be found below:

Service Unit Name: Number of Parenting Activities Conducted

Service Unit Definition: Total (cumulative) number of parenting activities conducted by the end of the state fiscal year.

In an FTF contract, the following types of Service Units are considered:

Contracted Service Unit (CSU): The number that the grant partner must meet/maintain each State Fiscal Year (SFY) throughout the contract period.

CSU Name and Number/Range (if applicable):

- Number of Parenting Activities Conducted: 240

Actual Service Units (ASU): At specific intervals during contract implementation, FTF grant partners are required to submit data related to the service unit they are actually reaching, the **Actual Service Unit (ASU)**. This data is used to monitor progress toward meeting or maintaining the **CSU** recorded in the contract. The **ASU**, along with other reporting requirements, demonstrates that the program is being implemented in compliance with contract requirements.

FTF Data Requirements

FTF requires grant partners to submit data on their programmatic strategy implementation in compliance with the Standards of Practice. Data submission is required on a quarterly basis for the majority of the contracts. Additionally, grant partners may also be required to submit semi-annual or annual outcome data, participant-level data, or participate in an FTF-funded study as part of their contractual requirements at varying times during the grant cycle. Grant partners should **refer to the Guidance Materials section of this Agreement for the link** to the FTF Data Reporting Requirements for the specific strategy. Additionally, the FTF Data Reporting Requirements document will provide details on the format, frequency, and location of data submission.

Expectation of use of data system, once available: First Things First is exploring a data system for grant partners implementing the Family Resource Centers strategy to collect, store, track, and report family-level data in an effort to understand how family resource centers are benefiting families in alignment with the Theory of Change. If a data system is identified for the Family Resource Centers during the course of the contracted service period, each successful applicant will be required to use and enter required data into the identified data system.

Programmatic Narrative Report

FTF requires grantees to submit narrative reports on their programmatic strategy implementation in compliance with the Standards of Practice and Scope of Work. Narrative report submission is required on a quarterly basis for the majority of contracts. Narrative reports provide an opportunity for grant partners to provide context for their quarterly data, to share concerns or barriers, to share success stories, provide additional information not collected in the quarterly data report and any other information as required in the Scope of Work.

SFY24 Guidance Materials and Required Documents

Documents referenced below can be accessed on the First Things First website, <https://www.firstthingsfirst.org/strategy-toolkit/> by selecting the **Family Support and Literacty** goal area and then selecting the “View” button next to the **Family Resource Centers** strategy. If there is difficulty in accessing any of the documents, email the name of the document and the Agreement number to grants@azftf.gov for assistance.

- Family Resource Centers Standards of Practice
- Family Resource Centers Theory of Change
- Family Resource Centers FTF Data Reporting Requirements
- On-Site Child Care Policy
- Child Welfare Policy

Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

Background

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Submission and reporting of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Scope

This Data Security, Submission and Suppression Guidelines and Requirements for Collaborators pertains to data collected by or shared with a grantee, governmental entity, or vendor ("collaborator") while assisting with an FTF needs and assets report, conducting an FTF-funded program or service, or performing research services on behalf of FTF.

Data Security Policy

Collaborators must ensure that the data is maintained in a secure manner. Collaborator data is likely to contain highly sensitive information on individuals, their education and their health. Therefore, all collaborators must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. FTF has the right to review and request changes to a collaborator's policy. All collaborators subject to HIPAA, FERPA, tribal law, or other data regulation are required to comply with those laws.

Data Classification

FTF classifies data by three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

Public data is data that is readily available in the public sphere, such as websites, publications, or other widely used sources. Public data includes both data published by FTF (e.g., needs and assets reports and impact reports) and data that has been officially released by an organization and is able to be located and verified by any interested party utilizing the complete citation (e.g., census data). Public data also includes aggregated data, except where the aggregated data constitutes limited distribution data.

Limited distribution data is aggregated data that does not identify individuals, but which may be of sufficiently small cell size that its dissemination poses a reasonable risk to the anonymity of any individual. Limited distribution data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

Confidential data is non-public data that identifies individuals or is governed by agreements or laws that limit its viewing, analysis, or dissemination. Confidential data may also include confidential business information. Confidential data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

Data Submission to FTF

FTF wants to ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for collaborators. All collaborators will regularly submit reports as identified in their contract with FTF.

Collaborators Conducting an FTF-Funded Program or Service

Collaborators may submit **public data** and **limited distribution data** to FTF through the FTF Partner Grant Management System (PGMS). Subsequent to the award of a contract, FTF will provide the collaborator with general training on login and navigation within PGMS. With this login, the collaborator will be able to manage its contract information. FTF will also provide additional training on strategy-specific data submission requirements. Because PGMS is located in a secure extranet environment, collaborators using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and strategy-specific data submission orientations (password and login security, guidelines for upload of narrative and other reports).

Collaborators submitting **public data**, **limited distribution data** and/or **confidential data** may submit their data, with an agreement between the collaborator and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Collaborators that submit data through the secure web service must submit data within the established data structures and format, follow all login procedures, submit a formal data change request form if needed, and ensure that confidential data may not be intercepted or viewed at any time by parties other than the collaborator and FTF. Additionally, collaborators must ensure that throughout the reporting and submission process that the data is secured and that any confidential data is encrypted and/or de-identified.

Collaborators Assisting with a Needs and Assets Report or Performing Research Services on Behalf of FTF

Collaborators usually submit their data to FTF through an established secure web service or FTP (File Transfer Protocol) site. Collaborators must follow the more specific data submission requirements in their contracts with FTF. To the extent a contract does not provide more specific submission requirements, collaborators must seek and receive approval of their data submission method from FTF.

All Collaborators

All collaborators must be prepared for FTF review of client-level data (e.g., child-level, professional-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data. Collaborators agree to allow FTF to access such data. Should

the data be subject to HIPAA, collaborators agree to enter into FTF's HIPAA Business Associate or Data Use Agreement as appropriate.

Beneficiary Permission for FTF Review

When a collaborator plans to obtain first-hand data from an individual, such as when conducting a program, providing a service, or conducting in-person research, the collaborator must inform the individual of FTF's reporting requirements. For instance, if the collaborator uses an enrollment form, the form should include the following statement: "I grant permission to [collaborator's name] to release my background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First, which is funding this program or service." The collaborator warrants to FTF that prior to entering into the Agreement for FTF funding it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Data Suppression Guidelines for Publications

Confidential and limited distribution data must not appear in publications. When a publication includes aggregate data, any limited distributed data must be suppressed. The statistical cutoff procedures help ensure that aggregated data does not put at risk the anonymity of any individual. FTF's intent is to avoid the possibility of inadvertently reporting personally identifiable information.

For data related to social service and early education programming, limited distribution data refers to counts of fewer than ten, excluding counts of zero (i.e., all counts of one through nine). Examples of social service and early education programming include the number of children served in TANF, AzMerit scores, and the number of children served with an IEP.

For data related to health or developmental delay, limited distribution data refers to counts of fewer than six, excluding counts of zero (i.e., all counts of one through five). Examples of health or developmental delay include the number of children without health insurance and the number of newborns admitted to an ICU.

Third-Party Sharing

Collaborators must not share collected data with individuals or parties other than FTF or the collaborator's contractor approved by FTF (see Collaborator Contractors section) or use the collected data for a non-FTF purpose without the prior written consent of FTF, except as follows. A collaborator that is an affiliate of an evidence-based model may share data with the organization that oversees the model as required by that organization. A collaborator providing a program or service under a grant from an entity other than FTF, such as the federal government, may share data with the other funding entity directly tied to that funding grant. Notwithstanding the foregoing, no data collected from tribal lands may be shared or used with any third-party without the appropriate tribal approvals and no data may be shared or used in violation of law.

Collaborator Contractors

All collaborators must contractually require any contractor used by them to assist with the collection, maintenance, submission, analysis or publication of data to comply with these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators. In addition, collaborators must obtain advance written approval from FTF before using a contractor for any of these purposes.

Tribal Data

FTF recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, FTF is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, collaborators must only collect, use and share data from tribal land with appropriate tribal approvals, which approval may require participation in cultural education and community orientation classes, and in accordance, as applicable, with FTF's Tribal Data Policy.

In the case of collaborators conducting an FTF-funded program or service, collaborators are responsible for obtaining the appropriate tribal approvals unless FTF notifies a collaborator in writing that FTF has already obtained the approvals. FTF Regional Directors and Tribal Affairs staff can provide support to collaborators in identifying and navigating each tribe's process and protocols.

In the case of collaborators assisting with a needs and assets report or performing research services on behalf of FTF, FTF staff will take the lead in securing appropriate tribal approvals for data collection. Collaborators need to assist FTF in this process as requested by FTF, which includes providing information and documentation requested by a tribe. Collaborators must not begin collecting data before necessary tribal approvals are obtained.

Compliance

The collaborator acknowledges that failure to comply with any requirement of these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators constitutes a material breach of the Agreement.

FTF's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website at <http://www.firstthingsfirst.org/grants/grantee-resources>.

Revised December 2017

RESOLUTION NO. 1052-0825

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A RENEWAL OF THE GRANT AGREEMENT WITH FIRST THINGS FIRST, SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Renewal of the Grant Agreement with First Things First, Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the “Agreement”) for fiscal year 2025-2026 is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 18, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1052-0825

[Agreement]

See following pages.



4000 North Central Avenue, Suite 500, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

Notice of Renewal Consideration

DATE: March 19, 2025

TO: City of Avondale
Attn: Jerie Guajardo

FROM: Michelle Waggoner, Grants and Contracts Specialist
Rudy Navarro, Grants and Contracts Specialist

RE: Grant Renewal Information for State Fiscal Year 2026 (SFY26)

The following First Things First grant is eligible for renewal consideration. Receipt of this packet does not guarantee renewal of the grant award but if renewed, the award period for the SFY26 grant will be July 1, 2025 through June 30, 2026.

Grantee Name:	City of Avondale
SFY25 FTF Grant Number:	GRA-RC007-24-1210-01-Y2
Strategy:	Family Resource Centers
Eligible Renewal Amount for SFY26:	\$250,000.00

The renewal packet includes the following documents:

1. Grant Renewal Amendment

Confirm the eligible award amount and contracted service units on the form.

2. Line-Item Budget and Budget Narrative

The SFY26 Line-Item Budget and Budget Narrative should continue to align with the approved SFY25 Line-Item Budget and Budget Narrative and the scope of the approved programming.

3. Program Personnel Table

Complete the table with the personnel that align with the SFY26 Line-Item Budget and Budget Narrative.

Follow Up Action Necessary

Please complete all documents; have your designated signatory sign the amendment, line-item budget, and budget narrative; and then email all items back to me by **April 4, 2025**.

If the renewal is approved by the Board of First Things First at the June 2025 meeting, First Things First will countersign the amendment document and scan/email it back for your records.

Reminders

Grantees must always adhere to the latest version of the Standards of Practice which can be located in the Strategy Toolkit, www.firstthingsfirst.org/grants/strategy-toolkit and related policy documents that apply to this grant. Additional policy/grant-related documents (FTF Grants Uniform Terms and



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Conditions, FTF Data Security Policy and Procedures, and the FTF Tribal Data Policy) are located under Grantee Resources, www.firstthingsfirst.org/grants/grantee-resources.

SFY26 Data Template Training

If refresher data template training is needed for SFY26, please contact the FTF Evaluation team to schedule, ftfevaluation@firstthingsfirst.org.

Closing out SFY25

Your current grant ends June 30, 2025. Final narrative and data reports must be submitted on or before July 21, 2025 and your final request for reimbursement must be submitted no later than August 15, 2025 (45 days from the grant end date.) Unexpended funds from SFY25 do not carry over to SFY26.

If you have any questions, please contact Michelle Waggoner at mwaggoner@firstthingsfirst.org or Rudy Navarro at rnavarro@firstthingsfirst.org.

Thank you.

 FIRST THINGS FIRST	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2026 Grant Award GRA-RC007-24-1210-01-Y3 Southwest Maricopa Regional Partnership Council Family Resource Centers	

GRANTEE:

City of Avondale

PURPOSE OF AMENDMENT:

1. The parties renew the Grant Agreement for the period of July 1, 2025 through June 30, 2026.
2. Total award amount for the grant period is \$ \$250,000.00
3. Contracted Service Units:
 Strategy: Family Resource Centers
 Number of parenting activities conducted: 240
4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment:

 Signature

 Name

 Title

 Date

The above referenced amendment is hereby executed effective July 1, 2025 once signed and dated below:

 Josh Allen
 CFO/COO

 Date

Line-Item Budget and Budget Narrative

SFY26 Line-Item Budget Budget period: July 1, 2025 – June 30, 2026

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$160,062
	Family Education Specialist 1.0 FTE	\$84,693.84	\$84,693.84
	Family Education Assistant 1.0 FTE	\$75,368.16	\$75,368.16
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$76,829.67
	Family Education Specialist	\$40,653.04	\$40,653.04
	Family Education Assistant	\$36,176.72	\$36,176.63
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$2400
	Contracted Services Az Science Center \$2,400	\$2400	\$2,400
TRAVEL		Travel Sub Total	\$0
	In-State Travel		
	Out-of-State Travel		
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$0
	Subgrants or Subcontracts to organizations/ agencies/entities		
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$10,708.33
	Telephones/Communications Services	\$1200.00	\$1,200.00
	Internet Access		
	General Office Supplies		
	Food		
	Rent/Occupancy		
	Utilities		
	Furniture		
	Postage		
	Software (including IT supplies)		
	Dues/Subscriptions		
	Advertising	\$2,000	\$2,000
	Printing/Copying		
	Equipment Maintenance		
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)		
	Insurance		
	Program Materials	\$5,008.34	\$5,008.33
	Program Supplies	\$1,000	\$1,000
	Scholarships		
	Program Incentives	\$1,500	\$1,500
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$0
	Equipment \$4,999 or less in value		
SUBTOTAL DIRECT PROGRAM COSTS			\$250,000
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	
	Indirect/Admin Costs		
TOTAL			\$250,000

Authorized Signature _____ Date _____

SFY26 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Family Education Coordinator: This is a twelve-month position and is currently filled by Jacqueline Guerrero it represents 1.0 full-time equivalent position (FTE) which will be 100% dedicated to First Things First programming. A total of \$84,693.84 is budgeted for the next fiscal year which includes a 5% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale has historically provided up to a 5% increase each year.

Family Education Assistant: This is a twelve-month position and is currently filled by Anthony Quezada it represents 1.0 full-time equivalent position (FTE) which will be 100% dedicated to First Things First programming. A total of \$75,368.16 is budgeted for the next fiscal year which includes a 5% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale has historically provided up to a 5% increase each year.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Family Education Coordinator: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of \$40,653.04 at 48% annually this amount is based on the City of Avondale calculation of employee-related expenses.

Family Education Assistant: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of \$36,176.63 at 48% annually this amount is based on the City of Avondale calculation of employee-related expenses.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of \$10,708.33 is budgeted for professional and outside services. Services include and are not limit to Arizona Science Center. The types of workshops and services provided include but are not limited to early

language and literacy, discipline, brain development, kindergarten readiness, parenting classes health, nutrition, and child safety.

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants must use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel. For current Arizona state rates, visit: <https://gao.az.gov/state-arizona-accounting-manual-saam> - Travel Policy (Topic 50) & Reimbursement Rates (Section 95).*

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephones/Communications Services: This line will be used to cover a \$100 a month for a total cost of \$1,200 per year to provide the Family Education Coordinator with a cell phone stipend. This position holds supervisory responsibility and will be required to use their personal cell phone for work related purposes

Marketing/Advertising – \$2,000 Printing flyers, calendars, and promotion material, including rack cards with QR codes and outreach and engagement branded items to provide to the public.

Program Materials: A total of \$5,008.34 is budgeted to purchase materials for workshops, events and programs aimed at promoting early childhood health, development, and infant attachment. The funds will cover parent workshops consumables (workbooks, completion certificates, hand-out materials, etc.) decorations and crafting supplies for parenting activities and events.

Program Supplies – Educational/Other Supplies: A total of \$1,000 is budgeted to purchase age-appropriate educational items and program supplies for families and children to use while visiting and/or attending events at the Resource Center. Items to be purchased include developmental and sensory toys/manipulatives including blocks, puzzles, dolls/puppets, art supplies (crayons, markers, child scissors, child aprons, activity books, construction paper, pom poms, glitter, paper plates, ribbons, streamers, stickers, etc.) and serving utensils (such as spoons, forks, napkins, trays, cups and containers).

Program Incentives: A total of \$1,500 is budgeted to purchase incentives for participation in workshops, events and programs held at the Resource Center. Incentives will include books, developmental, educational, and personal hygiene items such, personal hygiene products (baby wash, lotion, hand soap, shampoo, etc.). Families who attend activities and programs will be able to access these services. This will serve the dual purpose of outreach and awareness for the Resource Center as well as promoting early literacy and early childhood development.

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Authorized Signature _____ Date _____



Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
<i>Jerie Guajardo/Family Services Manager</i>	Jerie has 25 years of experience working with children, youth, families, and communities. Experience includes behavioral health, counseling, case management, education, program development and youth development. Holds a Bachelor of Science degree in Human Services with an emphasis in early childhood education and management. Anthony currently holds a Bachelor of Arts in Psychology with a focus on Family and Human Development.	Manages the Family Services Division which includes the Arizona Complete Health Avondale Resource Center and directly supervises both FTF funded staff members.	Yes	0.0
<i>Anthony Quezada</i>	Anthony has been working with families with children ages 0-5 for 4 years. He has experience working with children ages 3-5 and developing curriculums that are developmentally and age appropriate. Anthony facilitated classrooms of 18 children, supporting children to develop their social emotional skills through play, learning and modeling. He also supported parents by holding monthly parent meetings to discuss children's progress in the classroom and guided parents on how they can extend their child's learning at home by providing weekly activities for families to complete. Anthony was responsible for completing ASQ's as well as hearing and vision screenings.	The Family Support Assistant provides outreach for the Care1st Avondale Resource Center and early childhood program coordination in the Resource Center and in the First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries, and community organizations. Essential duties will include Coordinating early childhood programming at the Resource Center and in the community. Collaborating with service providers, schools, and libraries to provide community awareness for early	Yes	1.0

		childhood topics. Provides a culturally diverse, family-centered environment that provides information and referral services to residents of the community. Assists with providing accurate and timely data reporting to First Things First and other funders. Provides support to other related department projects and activities. Assists with obtaining financial support which strengthen and expand existing Avondale Resource and Housing Center services.		
<i>Jacqueline Gurrero/ Family Specialist</i>	Jaqueline is currently in her final semester of school and will be receiving her a Bachelor of Science in Elementary Education/ Child Development. Jaqueline has experience working with young children and their families for the past 13 years. Jaqueline has experience working with tribal communities, Washington School District Family Resource Center, Southwest Human Development, and City of Phoenix as a home visitor with the Early Head start Program. agency. children and their families for the past 13 years. Jaqueline has experience working with tribal communities, Washington School District Family Resource Center, Southwest Human Development, and City of Phoenix as a home visitor with the Early Head start Program. agency.	The Family Education Specialist provides outreach for the Avondale Resource Center and early childhood program coordination in the Resource Center and in the First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries, and community organizations. Plans and implements youth programming and related activities to meet community needs based on early childhood development principles and practices. Designs programs that appeal to parents and caregivers of children ages birth to five years. Coordinates early childhood programming at the Resource Center and in the community. Serves as a liaison to school administration; develops and maintains positive working relationships with local and regional community-based organizations, the faith community and veterans and military support services to provide community awareness for early childhood topics.	Yes	1.0

		Attends community events, coordinates various annual family events. Promotes programs and activities through outreach and marketing; develops flyers and other marketing material for early childhood development programs and services. Provides a culturally diverse, family-centered environment that provides information and referral services to residents of the community. Assists with providing accurate and timely data reporting to First Things First and other funders. Provides support to other related department projects and activities. Preparation of program budget and budget narratives based on projected cost, and submission of complete and timely grants to grantor entities. Assists with obtaining financial support which strengthens and expands existing Avondale Resource and Housing Center services.		
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
Program Total FTEs:				2

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.

** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.

Jerie Guajardo/ Family Services Manager

Name/Title

4/4/25

Date

ITEM NUMBER: 3.f.

SUBJECT: Resolution 1053-0825 - Amendment No. 1 to the Intergovernmental Agreement with First Things First - Services at the Arizona Complete Health Avondale Resource Center

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1053-0825, approving Amendment No. 1 of the Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First, for the provision of services at the City of Avondale Family Resource Center, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is an Arizona State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to five years of age. The Southwest Maricopa Regional Partnership Council represents Avondale and the surrounding communities and is charged with making strategy and funding recommendations to the First Things First Board.

The Arizona Complete Health Avondale Resource Center (formerly known as Care1st Resource Center) provides services to residents in the Southwest Valley and surrounding areas. This has been made possible through an innovative public and private partnership between Care1st Health Plan Arizona, Inc., First Things First (FTF), and the City of Avondale. The initial Intergovernmental Agreement was established with First Things First in April 2009. The City provided a 6,000 square-foot facility, Care1st provided funding for renovations & operations and First Things First provided program funding for families with children from birth to age five. Several non-profit organizations have been provided space at the resource center in exchange for providing services.

In January 2021, the City relocated the resource center to a newly built facility. This was made possible by an \$11.7 million capital investment from the City of Avondale. The new facility is a 30,000 square-foot multi-generational center providing services to individuals and families from cradle to cane. The center provides parenting activities that aim to increase the family's knowledge of child development, health and promising parenting practices for families with children from birth to age five, as well as referral services that address individual family needs. The center is a one-stop hub for health and human services in the Southwest Valley.

Core services offered:

- Parenting activities, classes related to social-emotional, cognitive, physical, language development, early literacy, supportive parenting skills, school readiness, child safety, and discipline.
- Developmental, hearing and vision screenings.
- Health insurance, nutritional and cash assistance enrollment.
- Women, infants and children nutritional benefit enrollment, education and support.
- Economic support/family stability programs.

DISCUSSION:

This first amendment to the Intergovernmental Agreement (IGA) with Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First, will increase the approved award amount from \$250,000 to \$300,000 to support the provision of services at the City of Avondale Family Resource Center. The funding is available as cost reimbursement to the City. The grant term begins July 1, 2025 and will be in effect until June 30, 2026.

BUDGET IMPACT:

No matching funds are required to receive this financial support, and the general fund will not be impacted. Grant appropriations in the amount of \$250,000 are included in the FY2026 adopted budget. A budget transfer in the amount of \$50,000 will be transferred from the grant contingency to total the \$300,000 grant award.

RECOMMENDATION:

Staff recommends City Council adopt a resolution and approve this first amendment to the Intergovernmental Agreement with Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, d/b/a First Things First, to receive \$300,000 in funding and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Jerie Guajardo

Government Agreement Summary	
GRA Number: GRA-RC007-24-1210-01	Region/Funding Source: Southwest Maricopa
Grantee Information: City of Avondale Chris Lopez clopez@avondale.org 623-333-2719	
Strategy: Family Resource Centers	Funding Available: \$250,000
Target Service Units Strategy: Family Resource Centers Number of Parenting Activities Conducted: 240	
Brief Description: The intent of the Family Resource Centers strategy is to provide prenatal families and families with children birth to age 5 in the Southwest Maricopa Region with a welcoming, safe, and accessible community hub that offers flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics in the City of Avondale.	
Required Data Template Training The grantee is required to participate in data template training. Further instruction will be provided closer to grant start date.	
Grant Term/Estimated Start Date: The estimated grant term is July 1, 2023 through June 30, 2024, unless terminated, cancelled or extended.	Contact Information: Michelle Neitch Fiscal Specialist First Things First Email: mneitch@firstthingsfirst.org Phone: (602) 771-5079

GOVERNMENT AGREEMENT

GRA-RC007-24-1210-01

**Between The
Arizona Early Childhood Development and Health Board
Southwest Maricopa Regional Partnership Council
(First Things First)
And
City of Avondale
(Grantee)**

I. Purpose

The intent of the Family Resource Centers strategy is to provide prenatal families and families with children birth to age 5 in the Southwest Maricopa Region with a welcoming, safe, and accessible community hub that offers flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics in the City of Avondale.

II. Term, Renewal

The term of this Agreement is July 1, 2023 through June 30, 2024. The parties may renew this Agreement for up to three (3) additional twelve (12) month extensions (including lesser parts thereof).

III. Description of Services

- A. Families are the single most important factor in promoting the optimal development of their young child and are best supported when neighborhoods and communities have adequate and accessible resources and services to meet their needs. Families need a community location to access resources, information, referrals and concrete support, as well as increase their confidence in parenting and knowledge about the development of their children.
- B. Family Resource Centers provide services for families with pregnant mothers and families with children birth to age five that build on parental resilience, knowledge of parenting and child development, social connections, social and emotional competence of children, and concrete supports. These factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and healthy development. The intent of the strategy is to provide welcoming, safe, and accessible local community hubs that provide flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics.

IV. GRANTEE'S Responsibilities

The Grantee will:

- A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:
 - 1. Agency/Organization Profile
 - 2. Personnel - Program Personnel Table and Program Organization Chart
 - 3. Budget - Line-Item Budget and Budget Narrative
 - 4. Fiscal Information - Funding Sources and Financial Controls

The completed forms and documents comprise part of this Agreement.

- B. In providing programming described in Sections III and IV.A, the Grantee will act in accordance with the Description of Services, the approved budget, the Scope of Work (Exhibit A), Guidance Materials and Required Documents (Exhibit B), and the Data Security, Submission and Suppression Guidelines and Requirements for Collaborators (Exhibit C).
- C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.
- D. Submit timely the reports described in Section VI.

V. Reimbursement/Payment

- A. First Things First will pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to \$250,000, on the terms described in this Section.
- B. Payment is conditioned upon First Things First's receipt of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments will be made only for those services performed or goods received.
- C. The Grantee will submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee must submit a final reimbursement request marked "final" no more than forty-five (45) days after the Agreement term end date.** The Grantee must pay, accrue or obligate expenses eligible for reimbursement by the Agreement term end date. Final payment is conditioned upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.

- D. The Grantee will only use funds provided under this Agreement to fulfill the Grantee's responsibilities under this Agreement. Any questions regarding the appropriate use of the funds will be resolved by mutual agreement between the parties.
- E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee will promptly repay the funds to First Things First.

VI. Quarterly Program Narrative and Data Submission Reporting Requirements

- A. At a minimum, the Grantee will submit quarterly one Program Narrative Report and one Data Submission Report by the 20th of the month following the quarter via PGMS. Failure to submit timely reports will result in suspension of reimbursement. The reports will contain the information deemed necessary by First Things First.
- B. Program Narrative and Data Submission Reports are due:

1 st Quarter (July 1 - September 30)	Due: October 20
2 nd Quarter (October 1 - December 31)	Due: January 20
3 rd Quarter (January 1 - March 31)	Due: April 20
4 th Quarter (April 1 - June 30)	Due: July 20
- C. When a report due date falls on a weekend or holiday, the reports are due the following business day.
- D. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee will collect, store and report the data for the Data Submission Reports separately for each region served.

VII. Agreement Administration and Operations

- A. Working on Tribal Land. If the Grantee performs any work under this Agreement on sovereign land of a tribe, the Grantee must comply with any requirements of the tribe in relation to essential functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy as applicable, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities, which approval may include a requirement to participate in cultural education and community orientation classes.
- B. Advertising, Publishing and Promotion of Agreement. The Grantee will not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.

- C. Review of Printed Materials. First Things First must review and approve all Grantee publications and/or media funded or partially funded through this Agreement for compliance with this Agreement. The Grantee will submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve prior to release. If deemed necessary by First Things First, the Grantee will revise the materials as indicated by First Things First before publicly distributing the materials. First Things First will have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- D. Acknowledgment of FTF Funding. The Grantee will recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee will make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee will also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.
- E. Public Awareness Efforts. The Grantee will consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.
- F. Ownership of Materials and Data. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables are the sole property of the State (First Things First). The Grantee will not use or release these materials or data without the prior written consent of First Things First. The Grantee is not entitled to a patent or copyright on these materials and data and may not transfer the patent or copyright to anyone else.
- G. Ownership of Intellectual Property. First Things First will be the owner (for and on behalf of the State of Arizona) of any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark and/or trade secrets, created or conceived in the course of carrying out this Agreement and any related subcontract or subgrant ("Intellectual Property"). The parties agree that the Intellectual Property will be considered a work made for hire under the U.S. Copyright Act to the extent applicable. To the extent the Intellectual Property is not a work made for hire, the Grantee hereby transfers all of its ownership of the Intellectual Property to First Things First. First Things First will own the entire right, title and interest to the Intellectual Property throughout the world. The Grantee will notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it, its subcontractor or its subgrantee. The Grantee, on behalf of itself

and any subcontractors and subgrantees, agrees to execute all documents necessary to assure ownership of the Intellectual Property vests in First Things First and will take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any other entity. The Grantee and its subcontractors and subgrantees will not disclose inventions or trade secrets covered by this paragraph to any entity not the State without the express written authorization of First Things First.

VIII. General Terms

- A. FTF Grants Uniform Terms and Conditions. First Things First's Grants Uniform Terms and Conditions (revision date October 2019) are hereby incorporated by reference into this Agreement as if fully set forth herein. Copies of this document are available by emailing the First Things First Procurement Specialist, grants@azftf.gov.
- B. Mandated Reporting of Child Abuse and Neglect. The Grantee will ensure that all employees, contractors and volunteers report child injuries, abuse, neglect and other reportable offenses, if and as required by A.R.S. § 13-3620 or 18 U.S.C. § 1169(a). The federal law is limited to incidents on federally recognized tribal lands. To help comply with this provision, the Grantee may need to provide professional development or information to staff concerning signs and symptoms of child abuse and neglect, laws and procedures for reporting suspected child abuse or neglect, whether and how to inform parents about a report and following up with the Department of Child Safety.
- C. Non-Availability of Funds. In accordance with A.R.S. § 35-154, if First Things First's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then First Things First may provide written notice of this to the Grantee and terminate this Agreement without further obligation of First Things First. Appropriation is a legislative act and is beyond the control of First Things First.
- D. Capital Expenditures. Certain capital expenditures with a cost totaling \$20,000 or more may be subject to First Things First's Capital Expenditure Policy regarding construction, renovation, real property and vehicles. This Capital Expenditure Policy (revision date December 2019) is incorporated by reference into this Grant Agreement as if fully set forth herein. Copies of this document are available by emailing the First Things First Procurement Specialist, grants@azftf.gov.
- E. Sectarian Purposes. Funds provided under this Agreement may not be expended for any sectarian purpose or activity, including religious worship or instruction, except as consistent with the First Amendment of the United States Constitution. The Grantee will implement the programs or services funded under this Agreement consistent with the First Amendment as well. With respect to these programs or services, the Grantee also will not discriminate against any program or service beneficiary or applicant on the basis of religion. First Things First reserves the right

to verify or monitor compliance with this paragraph. The Grantee will repay any funds awarded under this Agreement that the Grantee spends in violation of this paragraph.

IX. State and Federal Mandated Terms

- A. Non-Discrimination. In accordance with State Executive Orders 2023-01 and 2009-09, the Grantee will not discriminate in employment based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status; however, this requirement does not affect the applicability of federal and state law exemptions contemplated by the Executive Orders. The provisions of Executive Order 2009-09 are incorporated herein by reference into this Agreement as if fully set forth herein. The Grantee will also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.
- B. Records. Pursuant to A.R.S. § 8-1174, the Grantee will retain and will contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records (“records”) relating to the Agreement for a period of five years after the completion of the Agreement. All records will be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee will produce the records at First Things First’s main office in Phoenix, Arizona.

Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee will retain and will contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records will be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

X. Relationship of Parties

The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

XI. Indemnification

- A. Not State Agency. This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' 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 including its officers, officials, agents, employees or volunteers. The State of Arizona, Early Childhood Development and Health Board (First Things First) is self-insured per A.R.S. § 41-621.
- B. Patent and Copyright. The Grantee will indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by the State of materials furnished or work performed under this Agreement. The State will reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.
- C. Subcontractors. The Grantee will contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the subcontractor or subgrantee or any of its owners, officers, directors, agents, employees, volunteers, or subcontractors. This indemnity will include any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the subcontractor or subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the State will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the subcontractor or subgrantee from and against any and all Claims. It is agreed that the subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The subcontractor or subgrantee will agree to waive all rights of subrogation against the State for losses arising from the work performed by the subcontractor or subgrantee for the State.

XII. Insurance.

The Grantee will provide a Certificate of Self-Insurance. The Certification will be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university

of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee will contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies will be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration, including its published Insurance Modules, and in consultation with First Things First.

XIII. Termination Upon 30 Days Notice

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee will cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

XIV. Notices

The Grantee will address all notices related to this Agreement to:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

First Things First will address all notices related to this Agreement to:

City of Avondale
995 E. Riley Dr.
Avondale, AZ 85323

XV. Grantee Assurances

Grantee's Authorized Official to initial the following:

GENERAL

 To adhere to the most current version of the Standards of Practice documents (available at <http://www.firstthingsfirst.org/grants/strategy-toolkit>)

 To adhere to the Data Security Submission and Suppression Guidelines and Requirements for Collaborators, as applicable.

 To review and adhere to the First Things First Grants Uniform Terms and Conditions. Copies of this document are available by emailing grants@azftf.gov.

 To accept funds and administer the programs in accordance with all applicable federal and state

statutes and regulations and Grant Agreement requirements.

 To maintain internal controls, including policies and procedures, for assuring compliance with applicable cost principles and other Grant Agreement requirements.

 To follow established personnel policies related to salary scales and fringe benefits.

 To use the State of Arizona Travel Policy on rate limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/welcome-gao-travel>) for both in-state and out-of-state travel.

 To use generally accepted accounting principles (GAAP).

 To perform required financial and compliance audits in accordance with federal law and guidelines, including the Single Audit Act and 2 CFR Part 200.

 To maintain documentation for employees working across multiple funding sources to ensure the amount of time charged to each employee does not exceed 100%.

 To have fiscal control and fund accounting procedures in place to ensure proper disbursement of and accounting for any funds paid to subcontractors.

 To maintain enrollment and participate in e-verify, if an employer.

 To maintain a system of contract administration to ensure conformance with the Grant Terms and Conditions.

PROGRAMMATIC

 To use proven, effective and/or evidence based programs.

 To maintain the personnel qualifications outlined in the Standards of Practice with subsequent hires.

 To comply with any applicable federal, state, and local health and safety requirements that apply to the facilities used for a program.

 To actively participate in the Quality Assurance process, including assessments.

 To coordinate, to the extent possible, with other programs in the same geographic area that serve similar target populations.

 To coordinate with First Things First during the length of the program period.

 To acknowledge funding from FTF in publicly-distributed materials in compliance with FTF's brand guidelines and submit such materials in advance for review.

 To consult with FTF in the planning of public awareness/marketing strategies such as websites, advertising or media campaigns.

EVALUATION

 To provide regular and timely reporting and to participate in all pertinent First Things First research and evaluation efforts.

 To review the data requirements document required for the strategy(ies) and adhere to the requirements therein, found on the First Things First website, <https://www.firstthingsfirst.org/strategy-toolkit/>

 If an evaluation outcome study or an implementation study has been completed on the proposed program, a copy of the study and its findings will be submitted to First Things First.

 If funds are being requested to conduct an evaluation study, approval by First Things First Research and Evaluation team will be obtained prior to implementation.

 If the evaluation study will include a tribal community, approval by First Things First Research and Evaluation team and Tribal Affairs division will be obtained prior to implementation.

XVI. Authority to Execute this Agreement

Each individual executing this Agreement represents and warrants that the individual is duly authorized to do so.

XVII. In Witness Whereof

The parties hereto agree to carry out the provisions of this Agreement.

**FOR AND BEHALF OF
City of Avondale**


Kenn Weise (Jul 10, 2023 20:03 PDT)

Kenn Weise
Mayor

Jul 10, 2023

Date

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Josh Allen
CFO/COO

Date

Attest:





Government Agreement Attachments and Exhibits

Attachment A	Agency/Organization Profile
Attachment B	Personnel - Program Personnel Table/Program Organization Chart
Attachment C	Budget - Line Item Budget and Budget Narrative
Attachment D	Fiscal Information - Funding Sources and Financial Controls
Exhibit A	Scope of Work
Exhibit B	Guidance Materials and Required Documents
Exhibit C	Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

Attachment A

Agency/Organization Profile

A. Grantee Information:

Agency/Organization: City of Avondale				
Contact Person: Jerie Guajardo			Email: cjuajrdo@avondaleaz.gov	
Title/Position: Family Services Manager			Phone: 623-333-2718	
Address: 995 E. Riley Dr.				
City: Avondale			State: AZ	Zip: 85323
County: Maricopa				
Employer Identification Number (EIN): 86-6000233				
Agency Classification:		☐ State Agency	☐ County Government	☒ Local Government
☐ Tribal	☐ Faith Based	☐ Non Profit	☐ Charitable	☐ Private Organization
Have you conducted business with First Things First using this EIN within the last year?			☒ Yes	☐ No
<i>If not or if there has been address or EIN changes, please go to:</i> https://gao.az.gov/sites/default/files/GAO-W-9_072815-S%26S%26A.pdf and download the State of Arizona Substitute W-9 Form, and submit with your application.				
Approximate federal funding (from a federal source) to be received in current fiscal year?			\$	
Agency's fiscal year-end date:		Jun 30 th		
Agency's accounting method:		☐ Cash ☒ Accrual		
Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F?			☒ Yes	☐ No
Contact information for firm conducting agency audit:				
Name of audit firm:		Clifton, Larson, Allen LLP		
Address:	20 E. Thomas Rd., Suite 2300; Phoenix, AZ 85210			
Phone:	602.266.2248			

B. Program Details:

Program Name: Arizona Complete Health Resource Center- Avondale Family Education and Resource Program (AFERP)

(The specific name of the program if different from the name of the strategy, organization, or model. If none, then enter N/A)

Program Model: Family Resource Center

(The specific name of the program model that has been proposed. If none, then enter N/A)

Geographic Area and/or Target Population: Southwest Maricopa County/ Expectant parents and families with children birth to five

Brief Program Description (250 words or less):

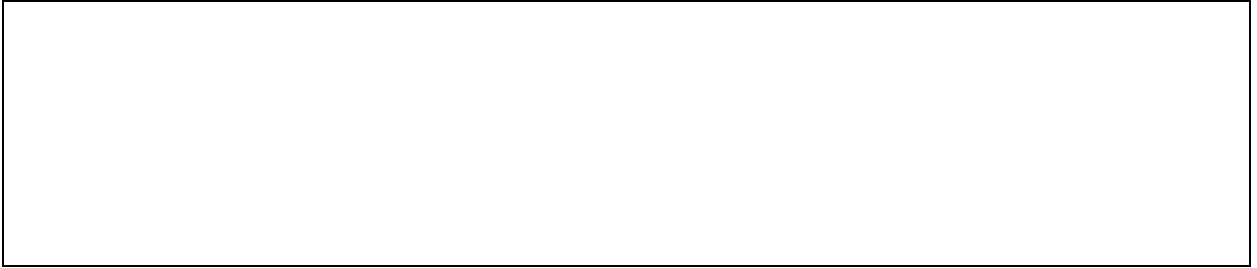
The Arizona Complete Health Avondale Resource Center (formerly known as Care1st Resource Center) provides services to residents in the Southwest Valley and surrounding areas, was made possible through an innovative public and private partnership between Care1st Health Plan Arizona, Inc., First Things First (FTF) and the City of Avondale. In operation since April 2009, the City provided a 6,000 Sqft. facility, Care1st provided funding for renovations and operations and First Things First provided funding for programming for families with children birth to age five. Several non-profit organizations were provided space in the center in exchange for providing services.

In January 2021, The City relocated the resource center to a newly built facility. This was made possible by an \$11.7M capital investment from the City of Avondale. The new facility is a 30,000 Sqft. multi-generational center providing services to individuals and families from cradle to cane.

The center provides parenting activities tha aim to increase familes knowledge of child development, health and promising parenting practices for families with children birth to age five, as well as referral services that address individual family needs. The center is a one stop hub for health and human services in the Southwest Valley.

Core services offered:

- Parenting activities, classes related to social-emotional, cognitive, physical, language development, early literacy, supportive parenting skills, school readiness, child safety, and discipline.
- Developmental, hearing and vision screenings.
- Dental screenings.
- Health insurance, nutritional and cash assistance enrollment.
- Women, Infant and Children nutritional benefit enrollment, education and support.
- Economic supports/family stability programs.



Strategy and Proposed Service Units

Strategy: Family Resource Centers

Number of Parenting Activities Conducted: 240

C. Contact Information:

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

Main Contact: is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

Finance Contact: is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.

Program Contact: is responsible for program implementation and will have access to the program and data reports in PGMS.

Evaluation Contact: is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

PGMS Contacts		
Main Contact		
	Name: Jerie Guajardo	Email: ciguajardo@avondaleaz.gov
	Title/Position: Family Services Manager	Phone: 623-333-2717
	Physical Address (if different than the agency address): 995 E Riley Dr. Avondale, Az, 85323	
Program Contact		
	Name: VACANT	Email:
	Title/Position:	Phone:
	Physical Address (if different than the agency address):	
Finance Contact		
	Name: Dborah Carreon	Email: dcarreon@avondaleaz.gov
	Title/Position: Accountant	Phone: 623.333.2021
	Physical Address (if different than the agency address): 11465 W. Civic Center Dr. Suite 250 Avondale, Az 85323	
Evaluation Contact		
	Name: Christopher Lopez	Email: clopez@avondaleaz.gov
	Title/Position: Neighborhood and Family Services Director	Phone: 623.333.2711
	Physical Address (if different than the agency address): 995 E Riley Dr. Avondale, Az, 85323	

Attachment B - Personnel

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
<i>Jerie Guajardo/Family Services Manager</i>	Jerie has 24 years of experience working with children, youth, families and communities. Experience includes behavioral health, counseling, case management, education, program development and youth development. Holds a Bachelor of Science degree in Human Services with an emphasis in early childhood education and management.	Manage the Family Services Division which includes the Arizona Complete Health Avondale Resource Center and directly supervises both FTF funded staff members	Yes	0.0
<i>Anthony Quezada Family Education Assistant</i>	Anthony currently holds a Bachelor of Arts in Psychology with a focus on Family and Human Development. Anthony has been working with families with children ages 0-5 for 4 years. He has experience working with children ages 3-5 and developing curriculums that are developmentally and age appropriate. Anthony facilitated classrooms of 18 children, supporting children develop their social emotional skills through play, learning and modeling. He also supported parents by holding monthly parent meetings to discuss children's progress in the classroom and guided parents how they can extend their child's learning at home by providing weekly activities for families to complete. Anthony was responsible for completing ASQ's as well as hearing and vision screenings.	The Family Support Assistant provides outreach for the Care1st Avondale Resource Center and early childhood program coordination in the Resource Center and in the First Things First, Southwest Maricopa Region. Duties include building partnerships with early childhood and community service providers, assisting residents in finding and applying for services, referrals to community resources, and collaborating within the city departments, local schools, libraries and community organizations. Essential duties will include: Coordinating early childhood programming at the Resource Center and in the community. Collaborating with service providers, schools, and libraries to provide community awareness for early childhood topics. Provides a culturally diverse, family-centered environment that provides information and referral services to residents of the community. Assists with providing accurate and timely data reporting to First Things First		1.0

		and other funders. Provides support to other related department projects and activities. Assists with obtaining financial support which strengthen and expand existing Avondale Resource and Housing Center services.		
To Be Hired (TBH) Family Education Specialist	Staff are required to have a minimum of a high school diploma (associates degree preferred) and at least two (2) years' experience in related work with families. Staff must have knowledge of the surrounding community and the available resources families need to support children's health and development. Bilingual in English and Spanish is preferred.	Conducts outreach to external agencies (non-profit, governmental, school districts, child care centers, etc.) providing services to families with children 0 to 5 years of age, with an emphasis on those funded by First Things First. Assures that external agencies are aware of the Family Resource Center and that staff at the Resource Center is familiar with the gamut of services available to families with young children. Develops and maintains regular system of communication with external agencies and facilitates use of the Center by those agencies. Works closely and in conjunction with a variety of community leaders, healthcare providers, educational institutions, and other organizations to develop and maintain strong understanding and support of program initiatives. Coordinates early childhood programming, parent resources and events at the Resource Center. Works with families with young children to help them access services through the Resource Center and other human services providers. Implements and facilitates developmental and sensory screenings, car seat education classes, and parent education workshops. Facilitates parent/family referrals to First Things First-funded agencies and other agencies providing services to		1.0

		families with young children. Provides extra support for families with young children in special need of assistance in accessing services to support their needs. Collects and reports data to First Things First and other funding partners. Is responsible for submitting grant applications and renewals to First Things First. Manages the First Things First budget and expenditures.		
Additional Personnel - those individuals funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
<i>Example: Roberta Johnson/Executive Director</i>				.05
Program Total:				

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.

** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, and this application is awarded, a *Request for Exemption from Staff Qualifications* will be submitted and approved by FTF prior to hire.


Kenn Weise (Jul 10, 2023 20:03 PDT)

Mayor

Jul 10, 2023

Name/Title

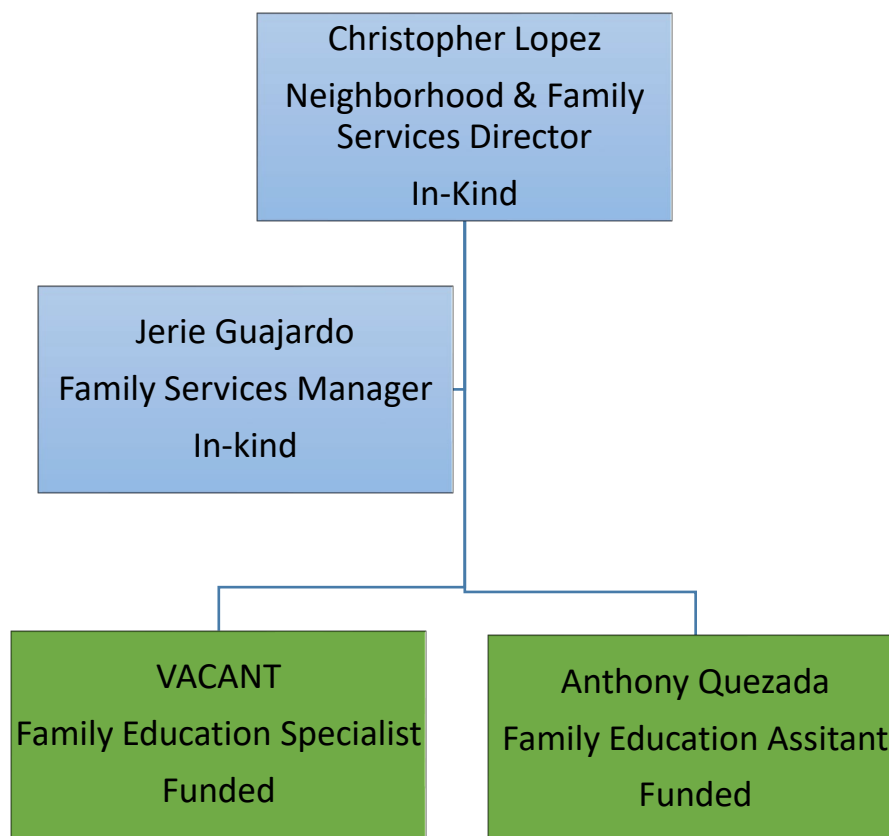
Date

Attachment B - Personnel

Program Organization Chart

For all of the personnel or positions that will be fully or partially funded through the proposed program, provide a program organizational chart that illustrates the hierarchy of positions/responsibilities specific to the proposed program.

Example:



Attachment C - Budget

SFY24 Line-Item Budget

Budget period: July 1, 2023 – June 30, 2024

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$131,287.47
Salaries	Family Education Specialist- 1.0 FTE	\$70,926.71	
	Family Education Assistant- 1.0 FTE	\$60,360.76	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$37,400
Fringe Benefits or Other ERE	Family Education Specialist	\$20,900.00	
	Family Education Assistant	\$16,500.00	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$18,612.53
Contracted Services	Avondale Family Education & Resources (AFERP)	\$18,621.53	
TRAVEL		Travel Sub Total	\$11,500
In-State Travel	Professional Development		
Out-of-State Travel	Professional Development	\$11,500	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$0
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$51,200.00
• Telephones/Communications Services	Cell Phone Stipend	\$1,200	
• Internet Access			
• General Office Supplies		\$2,500	
• Food		\$3,000	
• Rent/Occupancy			
• Utilities			
• Furniture		\$1,000	
• Postage			
• Dues/Subscriptions	FRN Dues	\$500	
• Advertising	Outreach Materials	\$5,000	
• Printing/Copying	Outreach Materials	\$2,000	
• Equipment Maintenance			
• Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	Staff Training	\$3,500	
• Insurance			
• Program Materials		\$12,000	
• Program Supplies		\$17,000	
• Scholarships			
• Program Incentives		\$3,500	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$0
Equipment \$4,999 or less in value			
SUBTOTAL DIRECT PROGRAM COSTS:			\$0
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$	\$
TOTAL		\$250,000	\$250,000

Authorized Signature  Kenn Weise (Jul 10, 2023 20:03 PDT) Date Jul 10, 2023

SFY24 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Family Education Specialist: This is a twelve-month position and is currently vacant it represents 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. A total of \$70,926.71 is budgeted for the next fiscal year which includes a 8% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale had historically provided up to a 5% increase each year. This past Fiscal year the City conducted a class and compensation study and decided to provide a 8% increase to ensure that positions were brought up to market rate.

Family Education Assistant: This is a twelve-month position and is currently filled by Anthony Quezada it represents a 1.0 full-time equivalent (FTE) which will be 100% dedicated to First Things First programming. A total of \$60,360.76 is budgeted for the next fiscal year which includes a 8% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale had historically provided up to a 5% increase each year. This past Fiscal year the City conducted a class and compensation study and decided to provide a 8% increase to ensure that positions were brought up to market rate.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Family Education Specialist: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of \$20,900. This amount is based on the City of Avondale calculation of employee related expenses.

Family Education Assistant: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of \$16,500. This amount is based on the City of Avondale calculation of employee related expenses.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

Avondale Family Education and Resource Program (AFERP): A total of \$18,612.53 is budgeted for program services around the delivery of resources, referrals and parenting activities for families with children birth to age five. The amount was determined based on past experiences in hiring qualified consultants for services of a similar nature. The types of workshops and services provided include but are not limited to early language and literacy, discipline, brain development, kindergarten readiness, health, nutrition and child safety (ex. Raising A Reader and Arizona Science Center). All contractors will be subject to the First Things First Standards of Practice and contracts will be established through the City of Avondale's procurement policies and procedures.

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/welcome-gao-travel>) for both in-state and out-of-state travel.*

This will include hotel, transportation and meal cost for the NAEYC Conference for both First Things First funded staff and the Family Services Manager who manages this contract in the total dollar amount of \$11,500.

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephones/Communications Services: This line will be used to cover a \$100 a month cell phone stipend for the Family Education Specialist. This position holds supervisory responsibility and will be required to use their personal cell phone for work related purposes.

General Office Supplies: This line item will provide for office items generally used, including business card

holders, pens/pencils, paper clips, paper goods, desk organizers/storage, highlighters, clipboards, correction tape, personal protection equipment (gloves, mask, face shields, etc.), hand sanitizer, disinfectant spray for a total of \$2,500. This amount is based on the current actual costs of these supplies.

Food - Meetings Expenses/Food: This line item will provide for meeting expenses, primarily for community events, workshops, and support groups, and networking, partner meetings held at the Resource Center for a total of \$3,000.

Furniture: This line will be utilized to purchase child and family appropriate furniture as well as to replace any damaged pieces of child and family furniture.

Advertising – Marketing/Advertising: A total of \$5,000 is budgeted to purchase collateral materials for outreach and promotion of the Resource Center. The budget amount is based on the contracted rate with the printer under contract with the City of Avondale.

Dues/Subscriptions: This line item will be used to cover the cost associated with AzDN membership.

Professional Development/Staff Training: A total of \$3,500 is budgeted for registration fees for the First Things First Summit in August 2023, the NAEYC conference as well as any miscellaneous professional development and training opportunities that may become available during the fiscal year. Two (2) FTE, FTF-funded City of Avondale/Resource Center staff and the Family Services Manager who manages this contract will attend the FTF Summit and any additional training opportunities. This amount will also include the cost of recertification for the National Child Passenger Safety Certification of one (1) FTF-funded staff and any additional certifications that become available during the fiscal year.

Program Materials: A total of \$12,000 is budgeted to purchase materials for workshops, events and programs aimed at promoting early childhood health, development and safety. The funds will cover child safety/health items such as car seats, parent workshops consumables (workbooks, completion certificates, hand-out materials, etc.), personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.) and decorations and crafting supplies for parenting activities and events.

Program Supplies – Educational/Other Supplies: A total of \$17,000 is budgeted to purchase age-appropriate educational items and program supplies for families and children to use while visiting and/or attending events at the Resource Center. Items to be purchased include developmental and sensory toys/manipulatives including blocks, puzzles, dolls/puppets, art supplies (crayons, markers, child scissors, child aprons, activity books, construction paper, pom poms, glitter, paper plates, ribbons, streamers, stickers, etc.) and serving utensils (such as spoons, forks, napkins, trays, cups and containers).

Program Incentives: A total of \$3,500 is budgeted to purchase incentives for participation in workshops, events and programs held at the Resource Center. Incentives will include books, developmental, educational, and personal hygiene items such as diapers/pull-ups, wipes, and personal hygiene products (baby wash, lotion, hand soap, shampoo, feminine hygiene products, etc.). Families who attend activities and programs will be able to access these services. This will serve the dual purpose of outreach and awareness for the Resource Center as well as promoting early literacy and early childhood development.

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR*

225, and 2 CFR 230.

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Authorized Signature  Kenn Weise (Jul 10, 2023 20:03 PDT)

Date Jul 10, 2023

Attachment D- Fiscal Information

Funding Sources and Financial Controls

- A. **Funding Sources.** In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization will leverage to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount
Arizona Complete Health	These funds support the operational costs of the Resource Center (ex. Electricity, water, security, maintenance)	\$340,304.15
Total:		\$340,304.15

B. **Financial Controls.**

Grantees will be expected to follow generally accepted accounting principles and be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by their agency/organization - across all funding sources.

Describe the financial controls and accountability measures the agency/organization will employ for the use of FTF funding for the proposed program.

The City of Avondale adheres to U.S. generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). City management has also established a comprehensive internal control framework for the City of Avondale to follow. The First Things First grant is accounted for in the City's grant fund under its' own division code. All First Things First grant activity is monitored closely by the management of the Neighborhood and Family Services department and the Financial Services department of the City of Avondale to ensure all applicable State and local laws and regulations are followed.

Authorized Signature  Date Jul 10, 2023
Kenn Weise (Jul 10, 2023 20:03 PDT)

Exhibit A – Scope of Work

Statement of Need

Families are the single most important factor in promoting the optimal development of their young child and are best supported when neighborhoods and communities have adequate and accessible resources and services to meet their needs. Families need a community location to access resources, information, referrals and concrete support, as well as increase their confidence in parenting and knowledge about the development of their children.

The Southwest Maricopa Region has prioritized family support services due to the number of families experiencing poverty and grandparents raising grandchildren, as well as, the high percentage of children living in single-parent households. In an effort to increase the availability of and access to high quality family support services for families and recognize the regions' strong sense of community, the regional council elected to fund the Family Resource Centers strategy.

A copy of the region's current Regional Needs and Assets Report can be found at:

<http://www.firstthingsfirst.org/regions/find-your-region>

Description of Strategy

Family Resource Centers provide services for families with pregnant mothers and families with children birth to age five that build on parental resilience, knowledge of parenting and child development, social connections, social and emotional competence of children, and concrete supports. These factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and healthy development. The intent of the strategy is to provide welcoming, safe, and accessible local community hubs that provide flexible, multi-generational, family-focused, and culturally responsive information, resources, and services covering a wide range of topics.

The Avondale Family Resource Center will be located at 995 E. Riley Dr., Avondale AZ 85323 and will operate within the following hours: Monday to Friday 8am to 5pm and on various evenings and weekends to best accommodate the needs of families.

Services must be flexible to respond to the wide spectrum of needs of the diverse families in the community. Staff must provide responsive and relevant information, resources, referrals to services, and parenting activities in response to families' individual and unique needs.

Collaboration and coordination with key community partners and services is critical to the implementation of the strategy. The grant partner must establish, strengthen and maintain relationships with community partners that can positively impact the success of the program. Through this coordination, Family Resource Centers work to avoid fragmentation and increase accessibility of services for families.

The Avondale Family Resource Center will offer at least 240 parenting over the course of the state fiscal year. Parenting activities are group-based opportunities for families that are designed to increase awareness about the core areas of family support and to facilitate the healthy physical, social/emotional, cognitive, and early literacy development of young children.

Parenting activities must be offered by Family Resource Center staff or by inviting other community partners to facilitate parenting activities not already offered or accessible in the community.

Implementation of the Family Resource Centers strategy requires these main elements:

- Establishment of a community hub (physical location)

- Provide information, resources and referrals
- Deliver parenting activities

The grant partner may choose to provide on-site child care for families to remove barriers to attendance at parenting activities. See the On-Site Child Care Policy for implementation requirements linked in the Guidance Materials section of the Agreement.

For the complete implementation requirements, see the Family Resource Centers Standards of Practice linked in the Guidance Materials section of the Agreement.

Family Resource Center staff must actively participate in an established family resource center focused network that supports best practice and effective service delivery through meeting attendance and related functions.

Target Population and Geographic Area to Serve

The target population for the Family Resource Center Strategy is prenatal families and families with children birth to age five living in or accessing services in the City of Avondale. Outreach and recruitment must include families who are experiencing poverty, single-parent households, teen parents and grandparents raising grandchildren. The identified location of the Avondale Family Resource Center is located at 995 East Riley Drive Avondale, Arizona.

Southwest Maricopa Regional Partnership Council provides services within the communities of Arlington, Avondale, Buckeye, Dateland, Gila Bend, Goodyear, Litchfield Park, Palo Verde, Tolleson and Tonopah. The region also includes ZIP codes: 85139, 85322, 85323, 85326, 85333, 85337, 85338, 85340, 85343, 85353, 85354, 85392, 85395 and 85396 in Maricopa County. The region does not include the portion of Tohono O’odham Nation or Gila River Indian Community.

A map and description of the First Things First regions can be found at:

<http://www.firstthingsfirst.org/regions/find-your-region>

Units of Service and FTF Data Requirements

Units of Service

A **Unit of Service** is used for contractual monitoring purposes, and is specific to each FTF strategy. It is composed of a number and a description of that number. A Unit of Service can be a target population and/or a service or product that a grant partner is expected to serve or deliver during the year as part of their contract. The strategy- specific unit of service name and definition for this strategy can be found below:

Service Unit Name: Number of Parenting Activities Conducted

Service Unit Definition: Total (cumulative) number of parenting activities conducted by the end of the state fiscal year.

In an FTF contract, the following types of Service Units are considered:

Contracted Service Unit (CSU): The number that the grant partner must meet/maintain each State Fiscal Year (SFY) throughout the contract period.

CSU Name and Number/Range (if applicable):

- Number of Parenting Activities Conducted: 240

Actual Service Units (ASU): At specific intervals during contract implementation, FTF grant partners are required to submit data related to the service unit they are actually reaching, the **Actual Service Unit (ASU)**. This data is used to monitor progress toward meeting or maintaining the **CSU** recorded in the contract. The **ASU**, along with other reporting requirements, demonstrates that the program is being implemented in compliance with contract requirements.

FTF Data Requirements

FTF requires grant partners to submit data on their programmatic strategy implementation in compliance with the Standards of Practice. Data submission is required on a quarterly basis for the majority of the contracts. Additionally, grant partners may also be required to submit semi-annual or annual outcome data, participant-level data, or participate in an FTF-funded study as part of their contractual requirements at varying times during the grant cycle. Grant partners should **refer to the Guidance Materials section of this Agreement for the link** to the FTF Data Reporting Requirements for the specific strategy. Additionally, the FTF Data Reporting Requirements document will provide details on the format, frequency, and location of data submission.

Expectation of use of data system, once available: First Things First is exploring a data system for grant partners implementing the Family Resource Centers strategy to collect, store, track, and report family-level data in an effort to understand how family resource centers are benefiting families in alignment with the Theory of Change. If a data system is identified for the Family Resource Centers during the course of the contracted service period, each successful applicant will be required to use and enter required data into the identified data system.

Programmatic Narrative Report

FTF requires grantees to submit narrative reports on their programmatic strategy implementation in compliance with the Standards of Practice and Scope of Work. Narrative report submission is required on a quarterly basis for the majority of contracts. Narrative reports provide an opportunity for grant partners to provide context for their quarterly data, to share concerns or barriers, to share success stories, provide additional information not collected in the quarterly data report and any other information as required in the Scope of Work.

SFY24 Guidance Materials and Required Documents

Documents referenced below can be accessed on the First Things First website, <https://www.firstthingsfirst.org/strategy-toolkit/> by selecting the **Family Support and Literacty** goal area and then selecting the “View” button next to the **Family Resource Centers** strategy. If there is difficulty in accessing any of the documents, email the name of the document and the Agreement number to grants@azftf.gov for assistance.

- Family Resource Centers Standards of Practice
- Family Resource Centers Theory of Change
- Family Resource Centers FTF Data Reporting Requirements
- On-Site Child Care Policy
- Child Welfare Policy

Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

Background

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Submission and reporting of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Scope

This Data Security, Submission and Suppression Guidelines and Requirements for Collaborators pertains to data collected by or shared with a grantee, governmental entity, or vendor ("collaborator") while assisting with an FTF needs and assets report, conducting an FTF-funded program or service, or performing research services on behalf of FTF.

Data Security Policy

Collaborators must ensure that the data is maintained in a secure manner. Collaborator data is likely to contain highly sensitive information on individuals, their education and their health. Therefore, all collaborators must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. FTF has the right to review and request changes to a collaborator's policy. All collaborators subject to HIPAA, FERPA, tribal law, or other data regulation are required to comply with those laws.

Data Classification

FTF classifies data by three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

Public data is data that is readily available in the public sphere, such as websites, publications, or other widely used sources. Public data includes both data published by FTF (e.g., needs and assets reports and impact reports) and data that has been officially released by an organization and is able to be located and verified by any interested party utilizing the complete citation (e.g., census data). Public data also includes aggregated data, except where the aggregated data constitutes limited distribution data.

Limited distribution data is aggregated data that does not identify individuals, but which may be of sufficiently small cell size that its dissemination poses a reasonable risk to the anonymity of any individual. Limited distribution data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

Confidential data is non-public data that identifies individuals or is governed by agreements or laws that limit its viewing, analysis, or dissemination. Confidential data may also include confidential business information. Confidential data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

Data Submission to FTF

FTF wants to ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for collaborators. All collaborators will regularly submit reports as identified in their contract with FTF.

Collaborators Conducting an FTF-Funded Program or Service

Collaborators may submit **public data** and **limited distribution data** to FTF through the FTF Partner Grant Management System (PGMS). Subsequent to the award of a contract, FTF will provide the collaborator with general training on login and navigation within PGMS. With this login, the collaborator will be able to manage its contract information. FTF will also provide additional training on strategy-specific data submission requirements. Because PGMS is located in a secure extranet environment, collaborators using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and strategy-specific data submission orientations (password and login security, guidelines for upload of narrative and other reports).

Collaborators submitting **public data**, **limited distribution data** and/or **confidential data** may submit their data, with an agreement between the collaborator and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Collaborators that submit data through the secure web service must submit data within the established data structures and format, follow all login procedures, submit a formal data change request form if needed, and ensure that confidential data may not be intercepted or viewed at any time by parties other than the collaborator and FTF. Additionally, collaborators must ensure that throughout the reporting and submission process that the data is secured and that any confidential data is encrypted and/or de-identified.

Collaborators Assisting with a Needs and Assets Report or Performing Research Services on Behalf of FTF

Collaborators usually submit their data to FTF through an established secure web service or FTP (File Transfer Protocol) site. Collaborators must follow the more specific data submission requirements in their contracts with FTF. To the extent a contract does not provide more specific submission requirements, collaborators must seek and receive approval of their data submission method from FTF.

All Collaborators

All collaborators must be prepared for FTF review of client-level data (e.g., child-level, professional-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data. Collaborators agree to allow FTF to access such data. Should

the data be subject to HIPAA, collaborators agree to enter into FTF's HIPAA Business Associate or Data Use Agreement as appropriate.

Beneficiary Permission for FTF Review

When a collaborator plans to obtain first-hand data from an individual, such as when conducting a program, providing a service, or conducting in-person research, the collaborator must inform the individual of FTF's reporting requirements. For instance, if the collaborator uses an enrollment form, the form should include the following statement: "I grant permission to [collaborator's name] to release my background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First, which is funding this program or service." The collaborator warrants to FTF that prior to entering into the Agreement for FTF funding it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Data Suppression Guidelines for Publications

Confidential and limited distribution data must not appear in publications. When a publication includes aggregate data, any limited distributed data must be suppressed. The statistical cutoff procedures help ensure that aggregated data does not put at risk the anonymity of any individual. FTF's intent is to avoid the possibility of inadvertently reporting personally identifiable information.

For data related to social service and early education programming, limited distribution data refers to counts of fewer than ten, excluding counts of zero (i.e., all counts of one through nine). Examples of social service and early education programming include the number of children served in TANF, AzMerit scores, and the number of children served with an IEP.

For data related to health or developmental delay, limited distribution data refers to counts of fewer than six, excluding counts of zero (i.e., all counts of one through five). Examples of health or developmental delay include the number of children without health insurance and the number of newborns admitted to an ICU.

Third-Party Sharing

Collaborators must not share collected data with individuals or parties other than FTF or the collaborator's contractor approved by FTF (see Collaborator Contractors section) or use the collected data for a non-FTF purpose without the prior written consent of FTF, except as follows. A collaborator that is an affiliate of an evidence-based model may share data with the organization that oversees the model as required by that organization. A collaborator providing a program or service under a grant from an entity other than FTF, such as the federal government, may share data with the other funding entity directly tied to that funding grant. Notwithstanding the foregoing, no data collected from tribal lands may be shared or used with any third-party without the appropriate tribal approvals and no data may be shared or used in violation of law.

Collaborator Contractors

All collaborators must contractually require any contractor used by them to assist with the collection, maintenance, submission, analysis or publication of data to comply with these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators. In addition, collaborators must obtain advance written approval from FTF before using a contractor for any of these purposes.

Tribal Data

FTF recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, FTF is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, collaborators must only collect, use and share data from tribal land with appropriate tribal approvals, which approval may require participation in cultural education and community orientation classes, and in accordance, as applicable, with FTF's Tribal Data Policy.

In the case of collaborators conducting an FTF-funded program or service, collaborators are responsible for obtaining the appropriate tribal approvals unless FTF notifies a collaborator in writing that FTF has already obtained the approvals. FTF Regional Directors and Tribal Affairs staff can provide support to collaborators in identifying and navigating each tribe's process and protocols.

In the case of collaborators assisting with a needs and assets report or performing research services on behalf of FTF, FTF staff will take the lead in securing appropriate tribal approvals for data collection. Collaborators need to assist FTF in this process as requested by FTF, which includes providing information and documentation requested by a tribe. Collaborators must not begin collecting data before necessary tribal approvals are obtained.

Compliance

The collaborator acknowledges that failure to comply with any requirement of these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators constitutes a material breach of the Agreement.

FTF's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website at <http://www.firstthingsfirst.org/grants/grantee-resources>.

Revised December 2017

RESOLUTION NO. 1053-0825

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE GRANT AGREEMENT AND TO THE RENEWAL OF THE GRANT AGREEMENT WITH FIRST THINGS FIRST, SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Amendment to the Grant Agreement and to the Renewal of the Grant Agreement with First Things First, Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the “Amendment”) for fiscal year 2025-2026 is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Amendment and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 18, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1053-0825

[Amendment]

See following pages.

 FIRST THINGS FIRST	GRANT AMENDMENT	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, AZ 85012 (602) 771-5100
	Amendment #1	
	GRA-RC007-24-1210-01-Y3 Southwest Maricopa Regional Partnership Council Family Resource Centers	
GRANTEE: City of Avondale PURPOSE OF AMENDMENT: This amendment is to increase the award amount from \$250,000 to \$300,000 to make the funding more in line with other Family Resource Centers in the area. THEREFORE, the Parties agree to the following amendments: 1. The number \$250,000 in section V subsection A of the Government Agreement (GRA-RC007-24-1210-01) is hereby deleted and replaced with the number \$300,000; 2. The number \$250,000 in section 2 of the FY2026 Grant Renewal Amendment (GRA-RC007-24-1210-01-Y3) is hereby deleted and replaced with the number \$300,000; and 3. The SFY26 Line-Item Budget and SFY26 Budget Narrative on pages 2-5 of the Grant Renewal Amendment are hereby deleted and replaced with the SFY26 Line-Item Budget and SFY26 Budget Narrative attached as Exhibit A to this First Amendment. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.		
Approved by Grantee: Signature Name Title Date		Approved by First Things First and executed effective July 15, 2025 once signed and dated below: Josh Allen CFO/COO Date

EXHIBIT A

See following pages.

Line-Item Budget and Budget Narrative

SFY26 Line-Item Budget Budget period: July 1, 2025 – June 30, 2026

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$143,561.00
	Family Education Specialist 1.0 FTE	\$76,665.00	
	Family Education Assistant 1.0 FTE	\$66,896.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$55,300.00
	Family Education Specialist	\$32,770.00	
	Family Education Assistant	\$22,530.00	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$12,828.00
	Contracted Services Az Science Center \$2,400, Diaper Bank \$9,828.00, \$600 Jungle Jill	\$12,828.00	
TRAVEL		Travel Sub Total	\$6,000
	In-State Travel		
	Out-of-State Travel	\$6,000	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
	Subgrants or Subcontracts to organizations/agencies/entities		
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$82,311.00
	Telephones/Communications Services	\$1,200	
	Internet Access		
	General Office Supplies		
	Food	\$2,639.00	
	Rent/Occupancy		
	Utilities		
	Furniture		
	Postage		
	Software (including IT supplies)		
	Dues/Subscriptions	\$1,300.00	
	Advertising	\$4,000.00	
	Printing/Copying		
	Equipment Maintenance		
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	\$6,000.00	
	Insurance		
	Program Materials	\$23,172.00	
	Program Supplies	\$22,000.00	
	Scholarships		
	Program Incentives	\$22,000.00	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$0
	Equipment \$4,999 or less in value		
SUBTOTAL DIRECT PROGRAM COSTS			\$300,000
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$0
	Indirect/Admin Costs		
TOTAL			\$300,000

SFY26 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Family Education Coordinator: This is a twelve-month position and is currently filled by Jacqueline Guerrero it represents 1.0 full-time equivalent position (FTE) which will be 100% dedicated to First Things First programming. A total of \$76,665.00 is budgeted for the next fiscal year which includes a 5% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale has historically provided up to a 5% increase each year.

Family Education Assistant: This is a twelve-month position and is currently filled by Anthony Quezada it represents 1.0 full-time equivalent position (FTE) which will be 100% dedicated to First Things First programming. A total of \$66,896.00 is budgeted for the next fiscal year which includes a 5% pay grade increase. The City of Avondale strives to provide competitive wages and account for cost of living increases as well performance-based merit increases. If available in the budget the City of Avondale has historically provided up to a 5% increase each year.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Family Education Coordinator: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of \$32,770 at 48% annually this amount is based on the City of Avondale calculation of employee-related expenses.

Family Education Assistant: Actual benefit costs were used to estimate expenses for the next grant period. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement, Life Insurance, Bi-lingual pay for a total of \$22,530 at 48% annually this amount is based on the City of Avondale calculation of employee-related expenses.

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of \$12,828.00 is budgeted for professional and outside services. Services include and are not limit to Arizona Science Center. The types of workshops and services provided include but are not limited to early language and literacy, discipline, brain development, kindergarten readiness, parenting classes health, nutrition, and child safety.

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants must use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel. For current Arizona state rates, visit: <https://qao.az.gov/state-arizona-accounting-manual-saam> - Travel Policy (Topic 50) & Reimbursement Rates (Section 95).*

A total of \$6,000 will be used to cover the cost of travel for the Zero to Three Conference and the Build Conference for three (2) staff Family Education Specialist and Family Services Manager who manages this contract.

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephones/Communications Services: This line will be used to cover a \$100 a month for a total cost of \$1,200 per year to provide the Family Education Coordinator with a cell phone stipend. This position holds supervisory responsibility and will be required to use their personal cell phone for work related purposes.

Food - Meetings Expenses/Food: This line item will provide for meeting expenses, primarily for community events, workshops, support groups for a total of \$2,639.00.

Dues/Subscriptions: This line item will be used to cover the cost associated with AzFRN membership, and Zero to Three membership, and Cognito form builder membership cost for a total \$4,000.

Marketing/Advertising – \$4,000 Printing flyers, calendars, and promotion material, including rack cards with QR codes and outreach and engagement branded items to provide to the public.

Professional Development/Staff Training- A total of \$6,000 will be used to cover the cost of registration for the Zero to Three Conference and the Build Conference for three (2) staff Family Education Specialist and Family Services Manager who manages this contract.

Program Materials: A total of \$23,172 is budgeted to purchase materials for workshops, events and programs aimed at promoting early childhood health, development, and infant attachment. The funds will cover parent workshops consumables (workbooks, completion certificates, hand-out materials, etc.) decorations and crafting supplies for parenting activities and events.

Program Supplies – Educational/Other Supplies: A total of \$22,000 is budgeted to purchase age-appropriate educational items and program supplies for families and children to use while visiting and/or attending events at the Resource Center. Items to be purchased include developmental and sensory toys/manipulatives including

blocks, puzzles, dolls/puppets, art supplies (crayons, markers, child scissors, child aprons, activity books, construction paper, pom poms, glitter, paper plates, ribbons, streamers, stickers, etc.) and serving utensils (such as spoons, forks, napkins, trays, cups and containers).

Program Incentives: A total of \$22,000 is budgeted to purchase incentives for participation in workshops, events and programs held at the Resource Center. Incentives will include books, developmental, educational, and personal hygiene items such, personal hygiene products (baby wash, lotion, hand soap, shampoo, etc.). Families who attend activities and programs will be able to access these services. This will serve the dual purpose of outreach and awareness for the Resource Center as well as promoting early literacy and early childhood development

Dues/Subscriptions:

Professional Development:

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

ITEM NUMBER: 3.g.

SUBJECT: Ordinance 2031-0825 - Avondale City Code Amendment, Chapter 2, Article 2, Division 4 Relating to Employee Relations

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director

THROUGH: n/a

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request to adopt Ordinance 2031-0825, amending Avondale City Code Chapter 2, Article II, Division 4, relating to Employee Relations and declaring an emergency, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Chapter 2, Article 2, Division 4, Section 2-56 (Certification Process) has not been amended or modified since August 18, 2008. This section requires an amendment to ensure added flexibility as it relates to required training for personnel acting as official city or employee group representatives during the Meet and Confer process.

DISCUSSION:

The purpose of the Employee Relations ordinance is to provide an orderly process whereby City Management and the recognized employee organization can work together cooperatively to establish and maintain harmonious and collaborative work relations that meet the needs, expectations and demands of Avondale citizens. Below is a summary of the proposed amendment:

Chapter Section	Current Language	Proposed Language
2-56 (d)	Members of an employee group who will	Members of an employee group who will act as

	act as official representatives during any process set forth in this division must have served as a full-time regular city employee for a minimum of two (2) years in the city department for which the employee group exists. All personnel acting as official city or employee group representatives during any process set forth in this division must have completed the FMCS "Interest Based Problem Solving" training program.	official representatives during any process set forth in this division must have served as a full-time regular city employee for a minimum of two (2) years in the city department for which the employee group exists. All personnel acting as official city or employee group representatives during any process set forth in this division <u>are encouraged to</u> complete the FMCS <u>or similar</u> "Interest Based Problem Solving" training program.
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The proposed amendment will ensure flexibility exists to encourage, but not require, specific training offered through the Federal Mediation and Conciliation Service. This provides an opportunity for city and association staff to identify relevant training programs that are beneficial, but not so specific to limit flexibility based on needs and availability.

The proposed amendment was presented to the Avondale Professional Firefighters Association Local (APFA-3924) to seek feedback and input. The APFA-3924 President agreed to the proposed revision.

BUDGET IMPACT:

There is no impact on the budget.

RECOMMENDATION:

Staff recommends Council adopt an Ordinance amending City Code, relating to Employee Relations and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Andrew Mesquita, Human Resources Director

2-56 Certification process.

- (a) An employee organization seeking certification as the exclusive representative of an employee group shall file all of the following with the city manager:
 - (1) The name and address of the employee organization.
 - (2) A copy of its charter, constitution and by-laws.
 - (3) The names, titles, addresses and telephone numbers of all its duly elected officers.
 - (4) In the event not so designated in the charter, constitution or bylaws of the employee organization, the name, title, address and telephone number of one (1) duly elected officer who shall have full authority to legally represent the employee group.
 - (5) A petition signed by at least two-thirds ($\frac{2}{3}$) of the employee group that is requesting a representation election. The petition, which shall be obtained from the city clerk, shall identify the employee group, request that a certification election be held and shall provide spaces for signature, printed name, job title and date of signature. Any such petition shall be valid only if filed with the city clerk (or designee) within sixty (60) days after issuance. The dates of issuance and filing shall be noted thereon by the city clerk (or designee).
 - (6) Petitions may be submitted at any time during the year, subject to the time limitations in subsection 2-44(a)(5) above.
- (b) The city clerk will, within fifteen (15) days from receiving a petition, verify that the signatures on the petition submitted by the employee organization are those of employees in the employee group. If the city clerk determines that at least two-thirds ($\frac{2}{3}$) of the employees in an employee group have requested a certification election the city clerk shall notify the city manager and a secret ballot certification election will be held in accordance with the provisions of this division.
- (c) If at least two-thirds ($\frac{2}{3}$) of the employees in the employee group vote in favor of representation by the employee organization, then the city manager will as soon as practicable designate the employee organization as the official and exclusive employee organization for purposes of this division.
- (d) Members of an employee group who will act as official representatives during any process set forth in this division must have served as a full-time regular city employee for a minimum of two (2) years in the city department for which the employee group exists. All personnel acting as official city or employee group representatives during any process set forth in this division ~~must have~~ are encouraged to completed the FMCS or similar "Interest Based Problem Solving" training program. (Ord. No. 1323-808, § 2, 8-18-08)

ORDINANCE NO. 2031-0825

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES), DIVISION 4 (EMPLOYEE RELATIONS), SECTION 2-56 (CERTIFICATION PROCESS) RELATING TO THE TRAINING FOR THE MEET AND CONFER PROCESS.

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article II (Officers and Employees), Division 4 (Employee Relations), Section 2-56 (Certification Process), Subsection (d) is hereby amended to read as follows:

2-36 Creation and scope.

(d) Members of an employee group who will act as official representatives during any process set forth in this division must have served as a full-time regular city employee for a minimum of two (2) years in the city department for which the employee group exists. All personnel acting as official city or employee group representatives during any process set forth in this division ~~must have~~ ARE ENCOURAGED TO ~~completed~~ COMPLETE the FMCS OR SIMILAR “Interest Based Problem Solving” training program.

SECTION 2. It is necessary for the preservation of the peace, health and safety of the City of Avondale that an emergency is hereby declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE.]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 18, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 3.h.

SUBJECT: Ordinance 2032-0825 - Acceptance of a Right-of-Way Easement Agreement from GS 10, LLC, related to the FUZE 623 and FLATZ 623 Development

MEETING DATE: 8/18/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development. The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2032-0825 authorizing the acceptance of a right-of-way easement agreement from GS 10, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

FUZE 623 and FLATZ 623 is a +/- 69.83-acre site that will consist of multi-family and commercial development. City Council approved a final plat on October 9, 2023, and recorded in Book of Map 1765, Page 17 of the Maricopa County Recorder's Office, which subdivided the site into five (5) lots and dedicated right-of-way along 117th Avenue, 119th Avenue and Corporate Drive and public utility easements along 117th Avenue, 119th Avenue, Van Buren Street, and Corporate Drive. As part of development of the site, the owner will construct off-site street improvements for 119th Avenue, Van Buren Street, Corporate Drive, and 117th Avenue. 117th Avenue will need to be constructed to align with the existing street improvements from Van Buren Street to north of the intersection of 117th Avenue and Corporate Drive to provide safe traffic movement. To construct these improvements, additional right-of-way is required from an adjacent property owned by GS 10, LLC (GS 10), located at the southeast corner of 117th Avenue and Corporate Drive and identified by APN 500-01-015E. GS 10 has agreed to donate the right-of-way as an easement to the City. Upon submittal of development plans for the aforementioned APN, this right-of-way will be dedicated to the City in fee.

DISCUSSION:

A right-of-way easement consisting of +/-7,661 square feet will be granted to the City.

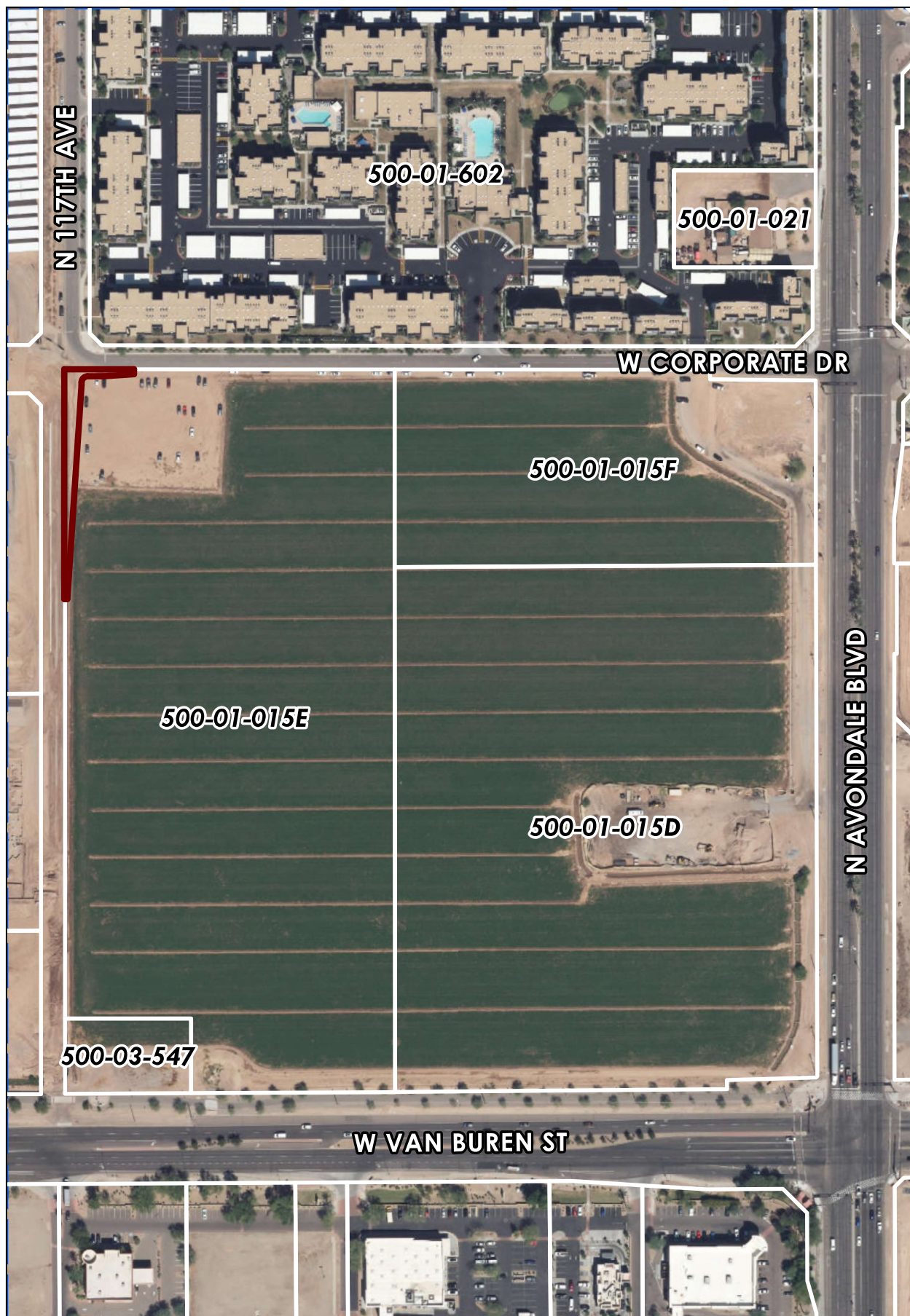
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the acceptance of a right-of-way easement agreement from GS 10, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Roadway Easement for 117th Ave and Corporate Dr



— Roadway Easement Line

Not to Scale





Roadway Easement for 117th Ave and Corporate Dr



— Roadway Easement Line

Not to Scale



ORDINANCE NO. 2032-0825

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION, BY PURCHASE, CONDEMNATION OR DEDICATION OF REAL PROPERTY FOR PUBLIC RIGHT OF WAY FROM GS 10, LLC, AS IT RELATES TO EXISTING STREET IMPROVEMENTS ON APPROXIMATELY 0.17 ACRES OF REAL PROPERTY LOCATED GENERALLY EAST OF NORTH 117TH AVENUE AND SOUTH OF WEST CORPORATE DRIVE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to authorize the acquisition by purchase, condemnation or dedication of a portion of certain real property necessary for use as public right-of-way generally located east of North 117th Avenue and south of West Corporate Drive, in Avondale, Arizona, from GS 10, LLC (the “Owner”) for public use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

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

SECTION 2. The acquisition, by purchase, condemnation or dedication, of real property totaling $\pm$ 0.17 acres, generally located east of North 117th Avenue and south of West Corporate Drive in Avondale, Arizona, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City from GS 10, LLC for public use.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 18, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2032-0825

[Legal Description and Map]

See following pages.

EXHIBIT A

RIGHT OF WAY EASEMENT FOR 117TH AVENUE AND CORPORATE DRIVE LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY,
ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, FROM WHICH
THE SOUTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 89°40'29" EAST, A
DISTANCE OF 2620.80 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION
1, NORTH 89°40'29" EAST, A DISTANCE OF 1310.40 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°00'04" EAST, A DISTANCE OF 907.40
FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°00'04" EAST, A DISTANCE OF 381.04 FEET;

NORTH 90°00'00" EAST, A DISTANCE OF 115.04 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 8.35 FEET;

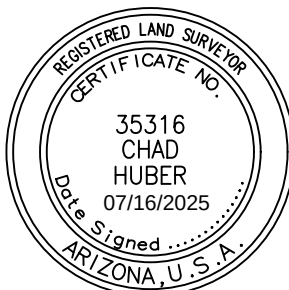
THENCE SOUTH 85°49'31" WEST, A DISTANCE OF 50.24 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 26.50 FEET TO THE BEGINNING OF
A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 10.10 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT,
THROUGH A CENTRAL ANGLE OF 89°59'55", AN ARC LENGTH OF 15.71 FEET;
THENCE SOUTH 00°00'05" WEST, A DISTANCE OF 4.51 FEET;
THENCE SOUTH 03°46'25" WEST, A DISTANCE OF 355.30 FEET;
THENCE NORTH 89°59'56" WEST, A DISTANCE OF 5.06 FEET TO THE POINT OF
BEGINNING.

CONTAINING 7,661 SQ.FT MORE OR LESS.

CHAD W. HUBER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	07/16/2025	291588001	1 OF 2

EXHIBIT A

RIGHT OF WAY EASEMENT



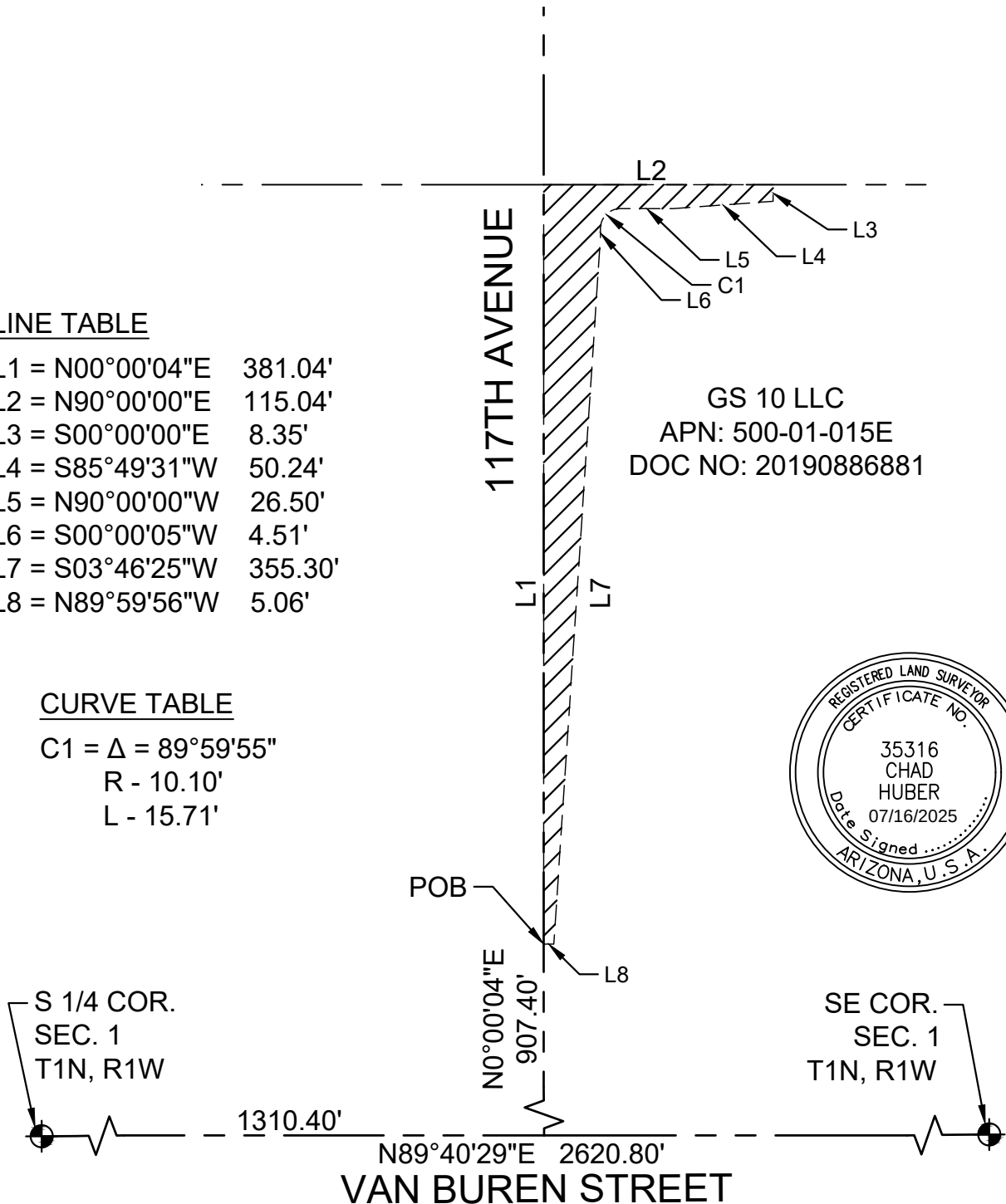
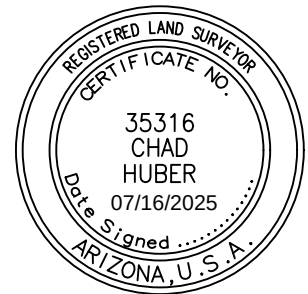
LINE TABLE

L1 = N00°00'04"E	381.04'
L2 = N90°00'00"E	115.04'
L3 = S00°00'00"E	8.35'
L4 = S85°49'31"W	50.24'
L5 = N90°00'00"W	26.50'
L6 = S00°00'05"W	4.51'
L7 = S03°46'25"W	355.30'
L8 = N89°59'56"W	5.06'

CURVE TABLE

C1 = Δ = 89°59'55"
R - 10.10'
L - 15.71'

GS 10 LLC
APN: 500-01-015E
DOC NO: 20190886881



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N.T.S.	KEG	CWH	07/16/2025	291588001	2 OF 2