

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

- I. Maricopa County (the "County"), administered by its Human Services Department, and the City of Goodyear ("City") entered into a financial Intergovernmental Agreement ("Agreement") to integrate the County's workforce development system into the City's social and community services resource network. The Agreement was fully executed on or about July 26, 2023. Under the Agreement, the City provides funds to the County for program service delivery. The current Agreement term is July 1, 2025, through June 30, 2026, to provide funding for Fiscal Year 2026 in the amount of \$53,562. The County and the City collectively are referred to as the "Parties."
- II. The Parties now agree to enter into this Amendment No. 3 to amend the Agreement as follows:
- A. Revise the Agreement expiration date from June 30, 2026, to June 30, 2027 (Fiscal Year 2027) (last option for renewal).
- B. Revise paragraph 6.0 (FUNDING), adding the following subsection:  
6.2.4 For the period of July 1, 2026, through June 30, 2027, an amount not to exceed \$58,005.
- C. Add the following paragraphs to the Agreement:

**32.0 SYSTEM FOR AWARD MANAGEMENT**

The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

**33.0 RETENTION OF RECORDS**

33.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Parties that are related to this Agreement.

33.2 The Parties shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and under A.R.S. §§ 41-151.14 and 41-151.15, for a period of at least six (6) years after the expiration or termination of this Agreement or six (6) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The Parties right of access is not limited to the retention period but lasts so long as the records are retained by the Parties. The Parties shall permit independent auditors access to its records and financial statements

as necessary to comply with federal audit requirements.

**34.0 STRICT COMPLIANCE**

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

**35.0 DISPUTES**

- 35.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.
- 35.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 35.1.
- 35.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.
- 35.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.
- 35.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute. If the Parties fail to come to a resolution through the dispute process set forth in this Paragraph 35.0, either Party may pursue formal litigation.

**36.0 RELIGIOUS ACTIVITIES**

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

**37.0 COVENANT AGAINST CONTINGENT FEES**

The Parties warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Parties may immediately terminate this Agreement without liability.

**38.0 ADMINISTRATIVE REQUIREMENTS**

- 38.1 Accounting Standards – The Parties agree to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Parties further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 38.2 Documentation and Record Keeping - The Parties agrees to comply with this Agreement and the following record keeping requirements:
  - 38.2.1 Records to be maintained – The Parties shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
  - 38.2.2 Property Records - The County shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

**39.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

- 39.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 39.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.
- 39.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
  - 39.3.1 Non-performance of any obligations required by this Agreement.
  - 39.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
  - 39.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.
  - 39.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 39.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:
  - 39.4.1 Acknowledge that suspension or termination of this

Agreement does not affect or terminate any rights against any Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.

39.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

39.5 Each Party shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

#### **40.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

40.1 The undersigned, by signing this Agreement, represents that the City has the authority to bind the City to the terms of this Certification. The City, in accordance with 2 C.F.R. Part 180, certifies to the best of their knowledge and belief that they and their principals:

40.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

40.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

40.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 40.1.2 above; and

40.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Parties agree to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

**41.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01**

If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the City certifies it is not currently engaging in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 3. The Agreement is amended to incorporate the changes contained in this Amendment No. 3. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 3 is subject to and incorporates the provisions of A.R.S. §38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 3 on their behalf, and it shall be effective upon approval and signature by both Parties.

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

**FOR THE CITY OF GOODYEAR:****FOR MARICOPA COUNTY:**

\_\_\_\_\_  
Joe Pizzillo  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kate Brophy McGee  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

Attestation:

Attestation:

\_\_\_\_\_  
Jasmine Pericano, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Juanita Garza, Clerk of the Board

\_\_\_\_\_  
Date

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

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

**ATTACHMENT A****ITEMIZED SERVICE BUDGET**

Effective Dates 7/1/2026 to 6/30/2027

CONTRACT SERVICE: Arizona@Work Workforce Development

| <i>City of GOODYEAR shared cost is 50% of FTE</i>                     | 12-Month<br>Agreement Cost | MCHSD Cost | City of GOODYEAR<br>Cost |
|-----------------------------------------------------------------------|----------------------------|------------|--------------------------|
| Total Personnel - 1 FTE @ \$30.24/hr * <u>2088</u> total hours        | 63,141                     | 31,571     | 31,570                   |
| Maricopa County Merit Pay Increase for FY27 - 4%                      | 2,526                      | 1,263      | 1,263                    |
| Total Employee Related Expenses - <sup>1</sup> ERE = 19.63% + \$15000 | 27,890                     | 13,945     | 13,945                   |
| Total Indirect Cost - <sup>2</sup> 24%                                | 22,454                     | 11,227     | 11,227                   |
| Subtotal                                                              | 116,011                    | 58,006     | 58,005                   |

Total Cost for 12-Month for the City of GOODYEAR **\$ 58,005**

<sup>1</sup> Based on 2026 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

<sup>2</sup> Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements