ARIZONA DEPARTMENT OF ADMINISTRATION

ARIZONA 9-1-1 PROGRAM

FUNDING ASSISTANCE AGREEMENT

Agreement Identification: ADOA-AZ911-27-23

Funding Type: State 9-1-1 Program Funding Assistance Agreement

Effective Date: 7/1/2026

Expiration Date: 6/30/2027

This Funding Assistance Agreement ("Agreement") is entered into by and between the State of Arizona, acting through the Arizona Department of Administration (ADOA), Arizona 9-1-1 Program ("ADOA" or "State"), and the City of Goodyear ("Recipient").

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Funding Assistance Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, to perform activities related to the implementation and operation of their respective 911 emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM OF AGREEMENT

4. Limited to one (1) State fiscal year beginning July 1, 2026, and ending on June 30, 2027. A new agreement must be executed each fiscal year. Funding is subject to legislative appropriation and availability.

SCOPE OF SERVICES / ELIGIBLE USES OF FUNDS

5. Eligible funding assistance reimbursement costs must be specific to the state NG911 system call handling service. No additional cost reimbursement requests are eligible and will not be considered.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Recipient:

6.1. The funding assistance Recipient agrees that the state-provided funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines, and special conditions.

6.2. ADOA supports the use of these funds in accordance with ARS § 41-704 for NG911 call-handling equipment services, only for operations and maintenance.

6.3. If uncertain about eligibility, the Recipient must contact the State 9-1-1 Office in advance. Email approval constitutes written authorization.

6.4. All goods and services must be received or have reasonable expectations thereof and placed in service by the expiration date of this award.

6.5. Recipient agrees to submit financial reports to ADOA in a format provided by ADOA, documenting the activities supported by the provided funds.

6.6. Recipient understands that financial reports are required to account for expenditures for reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.7. Recipient agrees to pay service providers in a timely manner. Late fees on invoices will not be reimbursed by ADOA.

6.8. The final request for reimbursement of provided funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.9. All goods and services must be received or have reasonable expectations thereof and placed in service by the Recipient by the expiration of this award.

6.10. Recipient agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.11. Recipient agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests.

6.12. Recipient understands that state-provided funds may not be released until Recipient is compliant with all requirements of the funding assistance agreement.

6.13.Recipient shall submit required GIS and financial reports according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:		**Due Date:**	
GIS Data Submissions		Quarter 1 September 30, 2026 Quarter 2 December 31, 2026 Quarter 3 March 31st, 2027 Quarter 4 June 30th, 2027	
FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	September 4	January 1 – January 31	March 5
August 1 – August 31	October 5	February 1 – February 29	April 5
September 1 – September 30	November 5	March 1 – March 31	May 5
October 1 – October 31	December 4	April 1 – April 30	June 4
November 1 – November 30	January 5	May 1 – May 31	July 5
December 1 – December 31	February 5	June 1 – June 30	Aug 5

7. Responsibilities of the State:

7.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed $204,000.00 in state funds.

7.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.

7.3. State-approved funding assistance line items:

APPROVED LINE ITEM PROGRAM BUDGET	
NG911 Call Handling Services	$204,000.00
Other Costs	$0.00
Total	$204,000.00

UNIFORM TERMS AND CONDITIONS

8. Funding Assistance Administration and Operation

   8.1. Records. Under A.R.S. § 35-214 and § 35-215, the Recipient shall retain any and all Data and other "records" relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the Recipient shall produce a legible copy of any or all such records.

   8.2. Non-Discrimination. The Recipient shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

   8.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the Recipient's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   8.4. Advertising, Publishing, and Promotion of Funding Agreement. The Recipient shall not use, advertise, or promote information for commercial benefit concerning this funding agreement award without the prior written approval of ADOA.

9. Federal Immigration and Nationality Act. The Recipient shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term. The State shall retain the right to conduct random audits of recipients' records or to inspect the papers of any employee to ensure compliance. Should the State determine that the Recipient be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the funding assistance for default, and suspension.

10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Recipient 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.

11. 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 Materials or Services are not funded, the State may take any of the following actions:

    11.1.1. Accept a decrease in the funding assistance offered to the Recipient;

    11.1.2. Cancel the funding assistance, or

    11.1.3. Cancel the funding assistance and resolicit the requirements.

12. Personnel. Recipient warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the funding assistance requirements. Recipient further warrants that its key personnel will maintain all certifications relevant to their work, and Recipient shall provide individual evidence of certification to the State's authorized representatives upon request.

13. False Statements. Recipient represents and warrants that all statements and information Recipient prepared and submitted in response to the Solicitation or as part of the Recipient documents are current, complete, true, and accurate. If ADOA determines that the Recipient submitted an application with a false statement or made material misrepresentations during the performance of the funding assistance, ADOA may determine that the Recipient has materially breached the agreement and may void the submitted application and any resulting agreement. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

14. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement 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 (A.R.S. Title 41).

15. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

17. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

18. Any change, modification, or extension of this Agreement must be submitted and approved by ADOA.

19. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

20. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

21. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance, and enforcement of this Agreement. The Parties further agree to cooperate in all reasonable and necessary ways to comply with applicable statutes, including, as needed, amending this Agreement and making any refunds or payments required to bring the Parties into full compliance with applicable law.

22. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Recipient expressly state that this Agreement does not create any third-party rights of enforcement.

23. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

24. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

25. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party, and any purported assignment or delegation in violation of this provision shall be void.

26. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

27. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

28. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the funding agreement, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this funding agreement..

29. The Recipient must notify ADOA, State 911 Program, within 10 business days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA, State 911 Program assumes responsibility for the duties under this agreement.

30. Recipient must enroll in automatic clearinghouse payments through an ADOA, State 911 Program-designated online process.

31. Recipient agrees to allow ADOA, State 911 Program to deploy a data analytics tool for use by PSAPs and the State 911 Program.

32. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the RECIPIENT:

City of Goodyear
Police Department
14455 W Van Buren St
Goodyear, AZ 85338
Attention: Nicole Diedrick

SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed the Funding Assistance Agreement.

RECIPIENT: ____

Title:_____________________________

Date: ____________

ADOA, STATE 911 PROGRAM: ___________________________________

Title:______________________________

Date: ____________

Attest:	Approved as to Form:
______________________	________________________
Jasmine Pernicano, City Clerk	Roric Massey, City Attorney