

# CITY COUNCIL REPORT



Meeting Date: April 28, 2026  
General Plan Element: **Community Involvement**  
General Plan Goal: **Foster community partnerships to formulate collaborative solutions**

## **ACTION**

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**HonorHealth & NOAH Collaboration Agreement.** Adopt Resolution No. 13647 authorizing the City to enter into Contract No. 2026-058-COS, a collaborative agreement with HonorHealth and Neighborhood Outreach Access to Health (NOAH), to collaborate on community health and wellness programs and activities.

## **BACKGROUND**

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On December 1, 2020, the City Council approved Contract No. 2020-202-COS, which is a collaborate agreement between the City of Scottsdale ("City"), HonorHealth and NOAH to work collaboratively to benefit the health of the community.

The agreement specified the City will:

- Provide facilities such as parks, libraries, community centers and senior centers for performance of activities.
- Provide City staff, as available, to assist HonorHealth and/or NOAH in furtherance of activities.
- Provide expertise and assistance to ensure activities in City facilities run smoothly.
- Collaborate on marketing materials for joint activities.
- Provide access to participants in City programs for data gathering, surveys, etc., provided that appropriate confidentiality documentation and permissions are obtained by HonorHealth and NOAH.
- Waive customary facility use fees when facilities are used by HonorHealth and NOAH to conduct activities pursuant to the Agreement.

The agreement specified Honor Health will:

- Provide health and medical expertise, education, personnel and equipment for joint activities.

Action Taken \_\_\_\_\_

## **City Council Report | HonorHealth and NOAH Collaboration Agreement**

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- Be responsible for selecting, qualifying, training and supervising employees, personnel, and subcontractors to administer activities.
- Involve City residents in information gathering to gauge collaborative programming effectiveness and share results with the City.
- Collaborate on marketing materials for joint activities.
- Obtain all appropriate and legal permissions, releases, etc. for surveying and data gathering of City program participants prior to any study.
- Be responsible for ensuring HIPPA compliance.

The agreement specified that NOAH will:

- Provide health and medical expertise (including dental and health risk screenings), personnel, equipment, and educational resources for joint activities.
- Be responsible for selecting, qualifying, training and supervising employees, personnel, and subcontractors to administer activities.
- Involve City residents in information gathering to gauge collaborative programming effectiveness and share results with the City.
- Collaborate on marketing materials for joint activities.
- Obtain all appropriate and legal permissions, releases, etc. for surveying and data gathering of City program participants prior to any study.
- Be responsible for ensuring HIPAA compliance.

Contract No. 2020-202-COS was for a term of one-year with the ability to be extended for four additional one-year periods upon mutual agreement of the Parties. The contract was extended for each of the subsequent one-year terms and expired on December 1, 2025.

The City of Scottsdale, HonorHealth and NOAH wish to re-establish the agreement for an additional possible five-year term (one year with four possible one-year renewals), which requires the execution of a new contract. In the new contract, Contract No. 2026-058-COS, the parties agree to work cooperatively and collaboratively on programs, events, public education, resources and other activities that promote healthy living, health education, wellbeing, safety, and improved quality of life for City residents, including without limitation, dental and health risk screenings and immunization activities at such events, programs, or activities. This Agreement does not apply to fitness activities or any services or programs that involve providing health education, clinical expertise, personnel, equipment, or educational resources to the City.

## APPLICANTS PROPOSAL

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The 2020 Agreement between the City, HonorHealth and NOAH expired as of December 1, 2025. The City, HonorHealth, and NOAH wish to re-establish their collaborative efforts in a new Collaboration Agreement, No. 2026-058-COS, to promote community health-related educational activities, services and resources for the City residents, which is in the best interest of the community and the health of City residents. It has been determined that the City will receive direct benefits substantially equal to its expenditures during the term of this agreement.

HonorHealth and/or NOAH agree to pay any, and all out-of-pocket costs incurred by the City in conducting Activities during the term of this agreement.

## IMPACT ANALYSIS

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### Staffing, Workload Impact

No staffing impact to the City of Scottsdale.

## OPTIONS & STAFF RECOMMENDATION

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### Recommended Approach

Adopt Resolution No. 13647 authorizing the City to enter Contract No. 2026-058-COS, a collaboration agreement with HonorHealth and Neighborhood Outreach Access to Health (NOAH), to collaborate on community health and wellness programs and activities.

### Description of Option B

Do not adopt Resolution No. 13647 authorizing the City to enter Contract No. 2026-058-COS, a collaboration agreement with HonorHealth and Neighborhood Outreach Access to Health (NOAH), which would result in no longer providing the collaborative resources.

## RESPONSIBLE DEPARTMENT(S)

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Parks & Recreation Department

## STAFF CONTACTS (S)

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Valerie Budnick, Parks & Recreation Manager, vbudnick@scottsdaleaz.gov

**APPROVED BY**

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Nicholas Molinari, Senior Director – Parks & Recreation and Preserve

4/10/26 12:34 MST

Date

480-312-1011, nmolinar@scottsdaleaz.gov

**ATTACHMENTS**

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1. Resolution No. 13647
2. Contract No. 2026-058-COS

RESOLUTION NO. 13647

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO CONTRACT NO. 2026-058-COS, A COLLABORATION AGREEMENT WITH HONORHEALTH AND NEIGHBORHOOD OUTREACH ACCESS TO HEALTH, TO COLLABORATE ON COMMUNITY HEALTH AND WELLNESS PROGRAMS AND ACTIVITIES.

WHEREAS, the City of Scottsdale (the "City") and HonorHealth ("HH"), an Arizona non-profit corporation, have worked together collaboratively on a variety of community health and wellness-related projects and activities over many years, including under Contract No. 2020-202-COS ("2020 Agreement"), which established a framework for joint community health initiatives;

WHEREAS, Neighborhood Outreach Access to Health ("NOAH") is a federally qualified community health center and Arizona non-profit corporation that provides, or arranges for the provision of, high-quality, cost-effective, community-based care and related services to residents of its medically underserved service area in Scottsdale;

WHEREAS, the City has recreation facilities and program expertise, and HH and NOAH have the medical and healthcare expertise to make measurable improvements to the health and wellness of City residents;

WHEREAS, the 2020 Agreement between the City, HH, and NOAH has expired, and the parties desire to continue their collaborative efforts through a new Collaboration Agreement, Contract No. 2026-058-COS, to promote community health-related educational activities, services, and resources for City residents, which is in the best interests of the community and the health of City residents;

WHEREAS, the City Council has considered any City expenditure authorized by Contract No. 2026-058-COS, the services provided by HH and NOAH, and finds that there is a clearly identified public purpose for the City's expenditure and that the City will receive direct consideration substantially equal to its expenditure; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

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

Section 2. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2026-058-COS, Collaboration Agreement between the City, HH, and NOAH, pursuant to which the City, HH, and NOAH will work together cooperatively and collaboratively on various programs, events, public education, resources, and other activities to promote healthy living, health education, wellbeing, safety, and improved quality of life for Scottsdale residents, including without limitation dental and health risk screenings and immunization activities at such events, programs, or activities.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this \_\_\_\_ day of April, 2026.

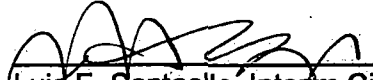
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
Lisa Borowsky, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Luis E. Santaella, Interim City Attorney  
By: Jennifer Fernandez, Assistant City Attorney

**COLLABORATION AGREEMENT  
FOR COMMUNITY HEALTH INITIATIVES IN SCOTTSDALE, ARIZONA**

This Collaboration Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between the City of Scottsdale, an Arizona municipal corporation ("City"), HonorHealth, an Arizona non-profit corporation ("HH"), and Neighborhood Outreach Access to Health, an Arizona non-profit corporation and federally qualified health center ("FQHC") designated under Section 330 of the Public Health Service Act ("NOAH"). The City, HH, and NOAH are referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. In 2014, Scottsdale Healthcare Hospitals and John C. Lincoln Health Network merged to form Scottsdale Lincoln Health Network, which is now known as HonorHealth. HH is a non-profit integrated health system that operates six hospitals, an extensive medical group, outpatient surgery centers, a cancer care network, clinical research, medical education, and community programs serving Scottsdale and Phoenix. HH is committed to meeting the healthcare needs of the community and provides a number of community health improvement services and community building activities that promote wellness, access to care and address the social determinants of health.

B. NOAH is a non-profit federally qualified community health center that provides, or arranges for the provision of, high quality, cost-effective, community-based care and related services to residents of its medically underserved service areas in Scottsdale and Phoenix.

C. NOAH and HH desire to support the mission of both organizations to improve the health and wellness of the community and routinely collaborate to serve their surrounding communities with health-related services and resources.

D. The City has worked collaboratively with HH and NOAH in numerous community health-related activities and programs for City residents over a period of many years, and the parties have previously entered into City Contract No. 2020-202-COS, Collaboration Agreement dated December 1, 2020 (the "2020 Agreement"), regarding their collaborative efforts in community health programming.

E. The 2020 Agreement between the City and HH expired as of December 1, 2025. The City, HH, and NOAH wish to continue their collaborative efforts to promote community health-related educational activities, services, and resources for City residents, and believe that the collaborative relationship is in the best interests of the community and the health of City residents.

NOW, THEREFORE, in consideration of the covenants and promises contained in this agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**TERMS**

1. Recitals. The foregoing recitals are incorporated into this Agreement and are hereby made a part of this Agreement as if fully set forth herein.

2. Purpose. The Parties agree to work cooperatively and collaboratively to promote health improvement and wellness within the community. This Agreement establishes general terms to facilitate and enhance cooperative efforts among the Parties.

3. Term. The term of this Agreement shall be for a period of one year, commencing on the Effective Date ("Initial Term"), unless sooner terminated as provided by the terms of this Agreement. This Agreement may be extended for up to four additional one-year periods (each, a "Renewal Term") upon the mutual written agreement of the Parties. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. Any such extensions will be set forth in writing, signed by the Contract Administrators (as defined in Section 12.8 below), and filed with the Scottsdale City Clerk. Upon the Effective Date of this Agreement, the 2020 Agreement is terminated in its entirety and superseded by this Agreement and shall have no further force or effect.

4. Activities and Events.

4.1 Activities. The Parties agree to collaborate in the planning and implementation of programs, events, public education initiatives, resource distribution, and other activities that promote healthy living, health education, well-being, safety, and an improved quality of life for City residents. These may include, without limitation: dental screenings, health risk assessments, immunization clinics, public health education sessions, and individual consultation and assistance with accessing government programs such as the Arizona Health Care Cost Containment System (AHCCCS) and the Supplemental Nutrition Assistance Program (SNAP). Each such program, event, or initiative is referred to individually as "Activity" and collectively as "Activities." A tentative list of Activities is included in Exhibit A and may be updated by mutual agreement of the Parties. Fitness activities (e.g., exercise classes, wellness coaching) and other services not directly related to public health education, clinical screenings, or government program access are expressly excluded from this Agreement and shall be governed by separate written agreements if the Parties choose to engage in such activities.

4.2 Tentative Calendar Year 2026 Activities. At the time of the execution of this Agreement, tentative Activities for calendar year 2026 consist of those shown on Exhibit "A" to this Agreement, which is attached hereto and incorporated herein by reference.

4.3 Future Lists of Activities. By January 1 of each calendar year during the Term of this Agreement, the Parties shall meet to prepare and approve a list of cooperative Activities for the upcoming year. The list shall substantially conform to the format set forth in Exhibit "A" and must be approved in writing by the Contract Administrators. Once signed by all Parties, the list shall be incorporated into this Agreement and governed by its terms and conditions. A fully executed copy of the list shall be filed with the Scottsdale City Clerk's Office.

4.4 Additional Activities. The Parties, by mutual agreement, in a writing signed by the Contract Administrators, may from time to time add additional Activities and events ("Additional Activities"), consistent with the purpose and intent of this Agreement. Any Additional Activities shall be subject to the terms and conditions of this Agreement, unless otherwise provided in writing.

5. City Responsibilities. For the Term of this Agreement, unless otherwise expressly provided herein, the City will do the following with respect to Activities:

5.1 Provide facilities, including, but not limited to, City parks, community centers, libraries, senior centers, and other City facilities (collectively, "City Facilities"), to facilitate the proper performance of the Activities.

5.2 Provide City staff, as available, to assist HH and/or NOAH in furtherance of Activities.

5.3 Provide expertise and assistance, as available, to ensure that Activities conducted in or on City Facilities operate smoothly.

5.4 Collaborate with HH and/or NOAH on all marketing materials for joint programs related to the Activities, and review and approve all advertising materials related to the Activities, before printing and distribution to the public.

5.5 Provide access to participants in City programs for data gathering, medical measurements, surveys, and joint program advertising, provided that appropriate confidentiality documentation and permissions are subject to the prior written approval of the City.

5.6 Waive customary facility use fees when City Facilities are used by HH and/or NOAH to conduct Activities directly managed, operated, and initiated by HH and/or NOAH, pursuant to this Agreement.

6. HH Responsibilities. For the Term of this Agreement, unless otherwise expressly provided herein, HH will do the following with respect to Activities:

6.1 Provide health and medical expertise (including without limitation for dental and health risk screenings and immunization activities), personnel, equipment, and educational resources to the City when engaged in the Activities.

6.2 Be responsible for selecting, qualifying, training, and supervising employees, personnel, and subcontractors to administer the Activities, ensuring that all such individuals are properly licensed and credentialed where applicable and as required by Arizona law, and be responsible for any professional liability created therefrom as well as any equipment malfunction.

6.3 Involve City residents in information gathering to gauge collaborative programming effectiveness and share results with the City.

6.4 Collaborate with the City and NOAH (if applicable) on all marketing materials for joint programs, and review and approve all advertising materials, before printing and distribution to the public.

6.5 Obtain all appropriate and legal permissions, releases, etc. for surveying and data gathering of City program participants, prior to any study, and provide such documents to the City upon request.

6.6 Be responsible for ensuring compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA Privacy Rule) and any confidentiality requirements arising from the Activities.

6.7 If HH is unable to solely provide requested health-related educational activities, services, and resources or if it is in the best interest of all Parties and the surrounding community,

HH shall collaborate with NOAH in facilitating such health-related educational activities, services, and resources.

7. NOAH Responsibilities. For the Term of this Agreement, unless otherwise expressly provided herein, NOAH will do the following with respect to Activities:

7.1 Provide health education and clinical expertise (including without limitation for dental and health risk screenings), personnel, equipment, and educational resources to the City when engaged in the Activities.

7.2 Be responsible for selecting, qualifying, training, and supervising employees, personnel, and subcontractors to administer the Activities, ensuring that all such individuals are properly licensed and credentialed where applicable and as required by Arizona law, and shall be responsible for any professional liability created therefrom as well as any equipment malfunction.

7.3 Collaborate with the City and HH (if applicable) on all marketing materials for joint programs, and review and approve all advertising materials, before printing and distribution to the public.

7.4 Be responsible for ensuring compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA Privacy Rule) and any confidentiality requirements arising from the Activities.

7.5 If NOAH is unable to solely provide requested health-related educational activities, services, and resources or if it is in the best interest of all Parties and the surrounding community, NOAH shall collaborate with HH in facilitating such health-related educational activities, services, and resources.

8. Consideration; Fees and Costs.

8.1 Consideration. The City regards the services, promises, and obligations contained in this Agreement as serving clearly identified and valuable public purposes and constituting fair and direct consideration that is substantially equal to the City's expenditure under this Agreement.

8.2 Out-of-Pocket Costs. Notwithstanding Section 8.1, HH and/or NOAH shall reimburse the City for any and all out-of-pocket costs incurred in connection with the conducting of Activities. "Out-of-pocket costs" refer to any additional direct costs, fees, or expenses actually incurred by the City as a direct result of an Activity conducted at a City Facility that would not otherwise be incurred in the City's normal operations, excluding the City's general overhead, administrative costs, or employee salaries for regular staff.

All out-of-pocket costs shall be mutually agreed upon by the Parties prior to each Activity and documented in writing. This written agreement shall be signed by the Contract Administrators and include an itemized list of anticipated costs, the terms and schedule of payment, and the method of invoicing. HH and/or NOAH shall have the right to review and approve all invoices before payment, and payment shall be due within thirty (30) days of receipt of an approved invoice.

To facilitate coordination and address any matters of mutual concern, the Contract Administrators shall meet annually to review the requirements for upcoming Activities. These meetings may include designees and other staff members from the Parties, as necessary and appropriate.

8.3 Additional Terms for Specific Activities. Any Party, at any time, may request that additional specific terms or conditions, including those relating to insurance and indemnification, be made applicable to a specific Activity or Activities, to protect their specific interests, or those of the public. Such additional specific terms are subject to the mutual agreement of the Parties and, upon agreement, shall be set forth in a written document, signed by the Contract Administrators.

8.4 Additional Terms; Cancellation of Specific Activities. If the Parties are unable to reach mutual agreement on specific additional terms relating to an Activity or Activities as described in Section 8.3 above, any Party may cancel the affected Activity or Activities by providing written notice to the other Parties, in accordance with Section 11. Written notice of cancellation of an Activity or Activities shall be given not less than thirty (30) days prior to the scheduled Activity or Activities. Cancellation of a specific Activity or Activities pursuant to this section shall not constitute a termination of this Agreement.

8.5 Advertising; Publicity. The Parties will confer on advertising and publicity relating to a specific Activity. Any such advertising and publicity shall be subject to the written approval of the Contract Administrators.

9. Indemnification and Insurance.

9.1 Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party or Parties, as applicable, and its agents, representatives, officers, directors, officials, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out of, or resulting from any acts, errors, mistakes, or omissions or negligent, reckless, or intentional actions caused in whole or in part by the indemnifying Party relating to work or services in the performance of this Agreement, including, but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Party's or its subcontractor's employees.

9.1.1 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this subsection shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

9.1.2 NOAH is a Federally Qualified Health Center under 42 USC 254b whose professional liability insurance is provided under the Federal Tort Claims Act ("FTCA"). Under related terms of FTCA coverage, NOAH is not permitted to indemnify third party entities. To this extent, none of the Parties indemnifies the other from any demands, suits, loss, liability, damage, claim claims and expenses (including reasonable attorney fees) arising from the negligence of any employee, director, officer, volunteer, agent office, agent or independent contractor of either party. Each Party is independently responsible for claims arising from services or events resulting from the collaboration described herein.

9.2 Required Insurance Coverage. Each Party will obtain such public liability insurance as is reasonably necessary to protect against claims, losses, or judgments that might be occasioned by the negligent acts or omissions of the Party, their employees, and agents, during the time that the respective Party is performing acts pursuant to this Agreement. The

minimum amount of such coverage shall be in the amount of \$2,000,000 and any or all Parties may be self-insured.

9.3 Workers' Compensation. Each Party shall provide workers' compensation benefits for its own employees and subcontractors and are not entitled to workers' compensation benefits from the other Parties. Notwithstanding the indemnity provisions in Section 9.1 above, none of the Parties may seek to recover from the other Parties any workers' compensation benefits paid to its own employees.

10. Termination; Cancellation.

10.1 Termination. Any Party shall have the right to terminate this Agreement, with or without cause, upon giving the other Parties not less than 30 days' notice, in writing, of intent to terminate. Any such termination shall be signed by the HH Agent, the NOAH Agent, or City Contract Administrator, as applicable. Notice of intent to terminate shall be given as provided in Section 11 below.

10.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of any Party is, at any time while the Agreement is in effect, an employee of another Party in any capacity, or a consultant to another Party with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice is received by HH and NOAH unless the notice specifies a later time.

11. Notices. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representative of the other party, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective Parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five days from the date of mailing, whichever occurs first.

If to City: City of Scottsdale Senior Director - Parks & Recreation and Preserve  
8055 E. Camelback Road.  
Scottsdale, Arizona 85251

Copy to: City of Scottsdale  
3939 North Drinkwater Boulevard  
Scottsdale, Arizona 85251  
ATTN: City Attorney

If to HH: Michelle Pabis  
Government & Community Affairs  
8125 North Hayden Road  
Scottsdale, Arizona 85258

If to NOAH: Wendy Armendariz  
Chief Executive Officer  
7500 N. Dreamy Draw Dr., Suite 145  
Phoenix, AZ 85020

12. Miscellaneous.

12.1 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

12.2 Attorneys' Fees. In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the non-prevailing Party or Parties reasonable attorneys' fees and reasonable costs and expenses, determined by the court, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.3 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.

12.4 Integration. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, or representation, whether written or oral, regarding the Activities.

12.5 Further Assurances. The Parties agree to do such further acts and things and to execute and deliver such additional Agreements and instruments as any Party may reasonably require to consummate, evidence, confirm, or carry out the Agreement contained herein.

12.6 HH Agent. The agent for HH shall be Vice President of Government & Community Affairs, who at the time of execution of this Agreement is Michelle Pabis or such other designee as HH may identify in writing to the City ("HH Agent"). The HH Agent will be responsible for communicating and coordinating with the City Contract Administrator, indicated in Section 12.8, below, on matters relating to the Agreement.

12.7 NOAH Agent. The agent for NOAH shall be Chief Executive Officer, who at the time of execution of this Agreement is Wendy Armendariz or such other designee as NOAH may identify in writing to the City ("NOAH Agent"). The NOAH Agent will be responsible for communicating and coordinating with the City Contract Administrator, indicated in Section 12.8, below, on matters relating to the Agreement.

12.8 City Contract Administrator. The contract administrator for the City ("City Contract Administrator" and, together with the "HH Agent" and the "NOAH Agent," the "Contract Administrators") shall be the Parks and Recreation Director, who at the time of execution of this Agreement is Nick Molinari, or designee. The City Contract Administrator shall also act as the City's liaison with HH and NOAH.

12.9 Law Governing; Venue. This Agreement shall be governed by the laws of the State of Arizona without regard to its conflicts of law principles, and suit pertaining to this Agreement may be brought only in courts located in Maricopa County, Arizona.

12.10 Non-assignability. This Agreement is not assignable by any Party.

12.11 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to the City that any provisions of this Agreement violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Agreement, and the Parties shall, within ten calendar days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the City may terminate this Agreement immediately.

12.12 Arizona Legal Workers Act. Under the provisions of A.R.S. § 41-4401, HH and NOAH each warrant to the City that HH and NOAH, respectively, and all of their respective subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that HH and NOAH and all of their respective subcontractors now comply with the E-Verify Program under A.R.S. § 23-214(A).

12.12.1 A breach of this warranty by HH, NOAH, or any of their respective subcontractors will be considered a material breach of this Agreement and may subject the breaching party or its subcontractor to penalties up to and including termination of this Agreement or any subcontract,. HH and NOAH will each take appropriate steps to assure that all of their respective subcontractors comply with the requirements of the E-Verify Program. HH's or NOAH's failure to assure compliance by all of its respective subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City,.

12.12.2 The City retains the legal right to inspect the papers of any employee of HH, NOAH, or any subcontractor who works on this Agreement to ensure that HH, NOAH, or any subcontractor is complying with the warranty given above.

12.12.3 The City may conduct random verification of the employment records of HH, NOAH, and any of their respective subcontractors to ensure compliance with this warranty,. HH and NOAH each agree to indemnify, defend, and hold the City harmless for, from, and against all losses and liabilities arising from any and all violations of these statutes by such party or its respective subcontractors.

12.13 Boycott of Israel. HH and NOAH each certify that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, boycott activities proscribed by A.R.S. §§ 35-393, *et seq.*

12.14 Availability of Funds. This subsection will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. In the event funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by giving notice to HH and NOAH. City agrees to use its best efforts to give notice of such termination to HH and NOAH at least 14 days prior to the end of the City's then-current fiscal period. Termination in accordance with this provision will not constitute a breach of this Agreement by City. No person will be entitled to any compensation, damages or other remedy from City if this Agreement is terminated pursuant to the terms of this subsection.

12.15 Force Majeure. None of the Parties will be responsible for delays or failures in performance resulting from acts beyond their reasonable control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, pandemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures. The affected Party must provide prompt written notice to the other Parties of the force majeure event and use commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable.

12.16 Independent Contractor. HH and NOAH each acknowledge and agree that the services provided by HH and NOAH, respectively, related to the Activities are being provided as independent contractors, not as employees or agents of City. City does not have the authority to supervise or control the actual work of HH or NOAH, its employees or subcontractors. HH and NOAH are each responsible for all taxes, insurance, and employment-related obligations for their respective personnel. HH and NOAH, and not City, shall each determine the time of its performance of the services provided under this Agreement so long as HH and NOAH meet their respective obligations set forth in Sections 6 and 7 above. HH, NOAH and City do not intend to nor will they combine business operations under this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

12.17 Counterparts. 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 original hereof.

12.18 Authority. Each Party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party acknowledges that it is not relying on any representations other than those expressly stated in the Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

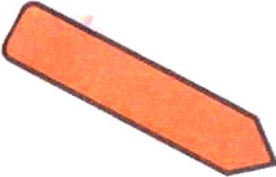
IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the date first written above.

HONORHEALTH, an Arizona  
non-profit corporation

*Michelle Pabis*

By: \_\_\_\_\_

Its: Vice President, Government & Community Affairs



NOAH, an Arizona  
non-profit corporation

By: *[Handwritten Signature]*

Its: Chief Executive Officer

[Signatures continue on the following page.]


CITY OF SCOTTSDALE,  
an Arizona municipal corporation

ATTEST:


\_\_\_\_\_  
Lisa Borowsky  
Mayor

\_\_\_\_\_  
Ben Lane  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Luis E. Santaella, Interim City Attorney  
By: Jennifer Fernandez, Assistant City Attorney

REVIEWED BY:

  
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George Woods Jr.  
Director of Safety & Risk Management

  
\_\_\_\_\_  
Greg Caton  
City Manager

Exhibit A

HONORHEALTH, NOAH, AND CITY OF SCOTTSDALE TENTATIVE LIST OF ACTIVITIES 2026

<b>Events Calendar 2026</b> <i>Calendar is illustrative only, and the Parties will meet regularly to add/edit events.</i>			
<b>Date</b>	<b>Event Time</b>	<b>HonorHealth, NOAH or City Event</b>	<b>Location</b>
January 21, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
February 11, 2026	9 a.m. – 1 p.m.	Senior Expo	Scottsdale Center for the Arts
February 18, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
February 27, 2026	5:30 – 8 p.m.	Emo Picnic	Civic Center
March 2026	TBD	Spring Festival	Paiute Neighborhood Center
March 18, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
April 4, 2026	9 a.m. – 12 p.m.	Bunanza	Civic Center
April 15, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
May 2026	TBD	Glow on the Wash	Eldorado Park
May 2026	TBD	Dive-in Movie	Eldorado Aquatic Center
May 20, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
June 2026	TBD	Glow Up Event	McDowell Mountain Ranch (MMR)
June 17, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
July 2026	TBD	Back to School	TBD
July 22, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
August 19, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
September 16, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
September 19, 2026	TBD	Parks and Rec Rewind	Civic Center
October 17, 2026	TBD	Fall Festival	TBD
October 21, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
October 2026	TBD	Dunkin for Pumpkins	McDowell Mountain Ranch (MMR)

November 18, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
December 16, 2026	9 a.m. – 12 p.m.	Application Assistance	Paiute Neighborhood Center
December 2026	TBD	Ultimate Play Date	Civic Center Library