

INTERGOVERNMENTAL AGREEMENT BETWEEN

MARICOPA COUNTY

by and for its Department of Public Health

AND

THE CITY OF MESA

FOR THE

PUBLIC HEALTH FELLOWSHIP PROGRAM

THIS AGREEMENT is entered into by and between Maricopa County, acting by and through its Department of Public Health (hereinafter referred to as COUNTY), whose principal office is located at 4041 N. Central Ave., Ste. 1400, Phoenix, AZ 85012, and THE CITY OF MESA (hereinafter referred to as THE AFFILIATE), 20 E. Main St., Mesa, AZ 85201.

WITNESSETH:

WHEREAS, the purpose of the Agreement is to establish a program of cooperative interaction between COUNTY and THE AFFILIATE to provide Public Health Fellows (“Fellows”) with a comprehensive, experiential public health experience, in a hybrid environment relating to issues exacerbated by the COVID-19 pandemic, including mental health and substance misuse and abuse. Fellows will receive training in the areas of program management, budget, and public health administration.

WHEREAS, it is in the mutual interest and advantage of the parties that the Fellows be given the opportunity to utilize THE AFFILIATE's facilities;

WHEREAS, it is acknowledged by the parties to this Agreement that the Fellows who participate in COUNTY's Public Health Fellowship Program (“Program”) contemplated by this Agreement are performing duties for a program which is sponsored by COUNTY, and that said Fellows will be supervised by both COUNTY and THE AFFILIATE while they are performing duties in the Program contemplated by this Agreement;

WHEREAS, ARIZ. REV. STAT. § 11-952(A) provides that public agencies may enter into intergovernmental agreements for the provision of services or for joint/cooperative actions;

WHEREAS, COUNTY has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the constitution and laws of this State, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities with other governmental entities.

NOW, THEREFORE, upon the mutual promises and covenants contained herein, COUNTY and THE

AFFILIATE agree as follows:

1. RESPONSIBILITIES OF COUNTY

COUNTY agrees that during the term of this Agreement, it shall:

- A. Provide one full time (defined as 32 hours or more each week) Public Health Fellow (“Fellow”) to THE AFFILIATE to work on public health issues exacerbated by the COVID-19 pandemic related to substance use/misuse and mental health.
- B. Provide all equipment necessary for the Fellow to conduct business, including one laptop and one cell phone with service. COUNTY will purchase business cards that display both COUNTY’s and THE AFFILIATE’s logos.
- C. Provide comprehensive public health orientation and training to cover, at minimum, health disparities, health equity, substance use/misuse, COVID response and community resources, suicide, behavioral health, data resources and how to access them, relevant public health grants, and other topics identified by COUNTY training team.
- D. Designate in writing a Public Health Fellowship Coordinator who will be available for consultation with THE AFFILIATE on all matters of the operation of the Program to include the qualification, preparation, evaluation, and working hours of the Fellows placed in the Program.
- E. Select for potential placement in the Program at THE AFFILIATE Fellows whose previous academic and practical experience has properly prepared them for the activities and responsibilities required by the Program.
- F. Instruct and advise the selected Fellows of their obligations to THE AFFILIATE while participating in the Program as those obligations are set forth in writing by THE AFFILIATE, and to comply with all written rules, regulations, and policies of THE AFFILIATE while they participate in the Program.
- G. Provide such supervision and instruction, in addition to that made available by THE AFFILIATE at its facilities, as may be agreed upon by COUNTY and THE AFFILIATE.
- H. Provide THE AFFILIATE's Fellowship Contact with a written copy of the policies and rules of the Program that affect the Fellows and are related to their participation in the Program and keep THE AFFILIATE's Fellowship Contact informed of any changes in said policies and rules.
- I. Remove the Fellow(s) from the Program if they fail to meet such standards and criteria for participation in the Program as are agreed upon by both COUNTY and THE AFFILIATE; or if they fail to comply with the written rules, regulation, and policies of THE AFFILIATE.

- J. Provide THE AFFILIATE's Fellowship Contact all the rights and privileges necessary for successful participation in the Program.

2. RESPONSIBILITIES OF THE AFFILIATE

THE AFFILIATE agrees that during the term of this Agreement, it shall:

- A. Provide a list of desirable characteristics and qualities of a chosen Fellow and participate in a speed interview process to identify the top two candidates to be assigned so a mutually beneficial match can be made.
- B. Provide the necessary facilities and supervisory personnel to establish and carry out the requirements of the Program that will give the Fellows educational experiences at THE AFFILIATE's site(s).
- C. Designate a Fellowship Contact who shall be responsible for the Fellows and act as the single point of contact for all Program-related matters with COUNTY.
- D. Complete a Program Plan within 30 days of the Program start date on a template provided by COUNTY that is agency specific. A Program Plan will be developed by both parties and include agreed-upon goals and objectives for the Fellow to complete over the course of the Program.
- E. Include the Fellows in all matters relevant to Program learning and development.
- F. Provide to the Public Health Fellowship Coordinator evaluation of the Fellows' performance and other such information as may be requested concerning the Fellows' participation in the Program at THE AFFILIATE's site(s).
- G. Provide such training aids and data relating to the various phases of the Program as may be reasonably necessary.
- H. Allow Fellows access to agency resources such as the library, cafeteria facilities and secured areas, if applicable.
- I. Provide the Public Health Fellowship Coordinator with a copy of the written rules, regulations and policies of THE AFFILIATE as they apply to Program activities and to keep the Public Health Fellowship Coordinator informed of any changes in said rules, regulations, and policies.

3. MUTUAL RESPONSIBILITIES OF COUNTY AND THE AFFILIATE

Both parties agree:

- A. To promote community visibility of the Program with other public health departments, cities, towns, states, and higher education institutions.
- B. To work together to identify appropriate projects for Fellows to complete during the

Program.

- C. To notify each other in the event a Fellow is absent or on approved PTO and make alternate arrangements for workload.
- D. That staff of COUNTY and staff of THE AFFILIATE shall confer at such times as may be mutually agreed upon to evaluate the progress of the Program and the Fellows.
- E. To cooperate to provide a sound educational environment to the Fellows and quality services to all clients of COUNTY and THE AFFILIATE.
- F. That any and all material and/or programs developed by the Fellows during their participation in the public health fellowship program at COUNTY shall become the joint property of COUNTY and THE AFFILIATE.

4. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that the relationship created by this Agreement between THE AFFILIATE and the Fellows is that of independent contractors. The Fellows will not be deemed to be employees, agents, or servants of THE AFFILIATE. The Fellows will be employees of COUNTY, subject to COUNTY's personnel administration and will receive all compensation and benefits from COUNTY. The parties agree that the Fellows are not entitled to any benefits provided to THE AFFILIATE's employees, including but not limited to health benefits, enrollment in a retirement system, contributions to a retirement system, paid time off, or other rights afforded THE AFFILIATE's employees. COUNTY will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, and other employee benefits concerning the Fellows, and all taxes and premiums appurtenant thereto. If a Fellow asserts a claim for wages or any other employment benefits against THE AFFILIATE, COUNTY will indemnify, defend, and hold harmless THE AFFILIATE from all such claims.

5. COMPENSATION

Fellows will be employed full time by COUNTY and receive all benefits associated therewith. Fellows will be hired under the Market Range title Public Health Intern with a hiring compensation range of \$24.05 - \$29.15 hourly. There will be no financial compensation from the AFFILIATE under the terms of this Agreement.

6. WORK STATEMENT

To complete Program requirements, the Fellows will meet the core competencies and most recent version of COUNTY performance evaluation criteria. All Fellows will receive a copy of these competencies.

7. BACKGROUND SCREENING FOR FELLOWS

- A. COUNTY agrees that all Fellows will be subject to background and security checks and screening (collectively “background screening”) at COUNTY’S sole cost and expense. COUNTY agrees that background screening is necessary to preserve and protect the public health, safety, and welfare. COUNTY further agrees that its background screening will comply with all applicable laws, rules, and regulations.
- B. The current risk level and background screening required for this Agreement is **STANDARD RISK LEVEL**. The background screening for this risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Fellow has lived at any time in the preceding seven years from the Fellow’s proposed date of placement with THE AFFILIATE.
- C. COUNTY will be responsible for: (1) determining whether Fellows are disqualified from performing work for THE AFFILIATE using standard risk level background checks; and (2) engaging in whatever due diligence is necessary to make the decision on whether to disqualify a Fellow.
- D. By executing this agreement, COUNTY certifies and warrants that all background screening information furnished to THE AFFILIATE is accurate and current. Also, by executing this agreement, COUNTY further certifies and warrants that it has satisfied all background screening requirements for the standard risk background screening and verified legal worker status, as required under this Agreement.
- E. These background screening requirements are the minimum requirements for the Agreement. THE AFFILIATE in no way warrants that these minimum requirements are sufficient to protect COUNTY from any liabilities that may arise out of the Fellow’s services under this Agreement or COUNTY’s failure to comply with this section. Therefore, COUNTY will take any reasonable, prudent, and necessary measures to preserve and protect public health, safety and welfare when providing Fellows under this Agreement.
- F. COUNTY’s background screening obligations and requirements will continue throughout the entire term of this Agreement. COUNTY will maintain all records and documents related to all background screenings under this Agreement and THE AFFILIATE reserves the right to audit those records and documents.
- G. These background screening requirements are material to THE AFFILIATE’s entry into this agreement and any breach of these provisions will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, COUNTY will defend, indemnify, and hold harmless THE AFFILIATE for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Fellow.

8. ACCESS CONTROL, BADGE, AND KEY REQUIREMENTS FOR FELLOWS

- A. Fellows will be issued badges in accordance with THE AFFILIATE’S badging policy.

Fellows will be expected to follow THE AFFILIATE'S rules and policies regarding access to THE AFFILIATE'S facilities.

- B. COUNTY's default under this section will include, but is not limited to, the following:
1. Fellow gains access to a City facility(s) without the proper badge or key;
 2. Fellow uses a badge or key of another to gain access to a City facility;
 3. Fellow commences work under this agreement without the proper badge, key, or background screening.
 4. Fellow submits false information or negligently submits wrong information to THE AFFILIATE to obtain a badge or key, or in connection with a background screening; or
 5. COUNTY fails to collect and timely return Fellow's badge or key upon termination of assignment or upon the expiration, cancellation, or termination of this Agreement.
- C. COUNTY acknowledges and agrees that the access control, badge, and key requirements in this section are necessary to preserve and protect the public health, safety, and welfare. Accordingly, COUNTY agrees to properly cure any default under this section within three business days (excluding weekends and holidays) from the date notice of default is sent by THE AFFILIATE. The parties agree that COUNTY's failure to properly cure any default under this section will constitute a breach of this section.

9. NONDISCRIMINATION

The parties hereto mutually agree that at no time shall race, religion, color, sex, national origin, pregnancy, or other prohibited criteria be employed by either COUNTY or THE AFFILIATE for the purpose of discrimination, whether as to employees, applicants for employment, Fellows, or clients. To the extent applicable to this Agreement, both parties hereto agree to comply with all state and federal laws, rules, regulations, and executive orders as to equal employment opportunity, non-discrimination, and affirmative action, including Arizona Executive Order No. 2009-09.

10. CERTIFICATE OF INSURANCE

City of Mesa is self-insured.; A certificate of insurance is not needed for this agreement.

11. NON-LIABILITY

Neither party nor any of their subcontractors, employees, officers, agents, or representatives shall be liable for any act or omission occurring outside the scope and duties of this Agreement.

12. RECIPROCAL INDEMNITY

Each party (individually, an "Indemnitor") agrees to indemnify, defend, and hold harmless each other party (individually, an "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 applicable Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the other Indemnitor, its officers, officials, agents, employees, or volunteers. The parties acknowledge and agree that for purposes of this reciprocal indemnity provision, the Fellows are agents of COUNTY only and not of THE AFFILIATE.

13. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement, or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

14. MODIFICATION

No supplement, modification, or amendment of this Agreement's terms are effective unless in writing and signed by the parties.

15. APPLICABLE LAW; JURISDICTION

This Agreement shall be construed under the laws of the State of Arizona and is subject to the provisions of A.R.S. § 38-511. ARIZ. REV. STAT. §§ 12-133 and 12-1518 may require arbitration of a dispute. Otherwise, the dispute is subject to the jurisdiction of the Maricopa County Superior Court.

16. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

A. COUNTY warrants compliance with all federal immigration laws and regulations relating to the Fellows and warrants its compliance with A.R.S. § 23-214, Subsection A (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 and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer").

B. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement, and COUNTY may be subject to penalties up to and including termination of the Agreement.

- C. Failure to verify the employment records of the Fellows shall be deemed a material breach of this Agreement, and COUNTY may be subject to penalties up to and including termination of the Agreement.
- D. THE AFFILIATE retains the legal right to inspect the papers of any Fellow to ensure that COUNTY is complying with the warranty under Paragraph 12.A.

17. TERM OF AGREEMENT

- A. The term of this Agreement shall be from September 14, 2022, through June 30, 2024. The Agreement may be renewed for additional terms by the mutual consent of both parties.
- B. This Agreement may be terminated by either party upon prior written notice to the other party. Unless either party breaches this Agreement or a Fellow is removed from the Program under section 1(I) above, this Agreement shall continue until all Fellows participating in the Program at the time of written notice of termination have completed their training experience.

18. NO THIRD-PARTY BENEFICIARIES OR AGENCY

Nothing in this Agreement gives any rights or benefits to anyone but the parties. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of THE AFFILIATE and COUNTY – and not any other party. This Agreement does not create a contractual relationship with any third party or otherwise establish any third-party beneficiaries. No third party may enforce the terms and conditions of this Agreement.

19. SIGNATURE AUTHORIZATION

Any individual executing this Agreement on behalf of THE AFFILIATE represents and warrants to COUNTY that they are duly authorized to execute this Agreement on behalf of THE AFFILIATE, and that their signature on this Agreement shall be binding upon THE AFFILIATE.

IN WITNESS WHEREOF, COUNTY and THE AFFILIATE have executed this Agreement.

**FOR AND ON BEHALF OF
CITY OF MESA**

**FOR AND ON BEHALF OF MARICOPA
COUNTY**

CITY MANAGER OR DESIGNEE

BILL GATES, CHAIRMAN, BOARD OF SUPERVISORS

DATE
{00456017.1}

8 DATE

ATTESTED:

ATTESTED:

CITY CLERK

JUANITA GARZA, CLERK OF THE BOARD

DATE

DATE

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY
CITY ATTORNEY

ATTORNEY FOR MARICOPA COUNTY

DATE

DATE