

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHANDLER AND THE CITY OF MESA
FOR HEAT RELIEF SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into this ____ day of _____, 2023, by and between the CITY OF CHANDLER (“Chandler”), acting by and through its MAYOR and CITY COUNCIL and the CITY OF MESA (“Mesa”), acting by and through its MAYOR and CITY COUNCIL. Chandler and Mesa are referred to collectively in this IGA as “Parties” and each may be referred to individually as a “Party.”

RECITALS

A. The Parties jointly applied to Maricopa County (the “County”) and received a grant of \$600,000 in American Rescue Plan Act (“ARPA”) funds to implement Heat Relief Services in Chandler and Mesa.

B. Pursuant to the resulting Intergovernmental Agreement between Chandler and the County, LCLUQVAP1WU4 (the “County IGA”), attached hereto as Exhibit “A,” Chandler is the primary recipient of the ARPA funds to be used to provide Heat Relief Services to residents of Chandler and Mesa.

C. The Parties issued a competitive joint Request for Proposals (“RFP”) for comprehensive Heat Relief Services in each jurisdiction.

D. The Parties will provide activities that reduce sunlight and heat exposure and/or mitigate the effects of sunlight and heat exposure for individuals experiencing homelessness, particularly underserved populations, within their geographic boundaries in Chandler and Mesa. Services will include day respite centers, cooling stations, mobile heat relief, and shower and laundry services.

E. The Parties selected two contractors to deliver the comprehensive Heat Relief Services, The Salvation Army Chandler Corps and Resurrection Street Ministries (the “Contractors”).

F. As the primary recipient of the ARPA funds pursuant to the County IGA, Chandler will enter into agreements with the Contractors (the “Contracts”) and will serve as the contract administrator and fiscal agent for Mesa in the performance of the contracts. Mesa will monitor the provision of Heat Relief Services in Mesa and will review and approve invoices for Heat Relief Services in Mesa prior to submission for payment by Chandler.

AGREEMENT

In consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Project Responsibilities.

a. Chandler's responsibilities are as follows:

- i. Ensure heat relief services are provided in accordance with the County IGA's Exhibit "A" Statement of Work, as amended, timelines and budget;
- ii. Ensure Contractors' compliance with federal, state, and County requirements as they relate to the federal ARPA fund requirements;
- iii. Act as the fiscal agent to reimburse the Contractors for work performed in Chandler and Mesa. Chandler will reimburse Contractors upon receipt of accurate and complete invoices and program reports.

b. Mesa's responsibilities are as follows:

- i. Ensure Contractors providing services in Mesa are performing in accordance with the County IGA and the Contract between Chandler and the Contractor (Resurrection Street Ministries), attached hereto as Exhibit "B";
- ii. Review and approve Contractor invoices for services provided in Mesa prior to submitting them to Chandler for payment;
- iii. Notify Chandler of Contractor performance issues;
- iv. Monitor expenditures in accordance with the approved Contractor budget.

2. Term.

The term of the IGA is June 15, 2023 through December 31, 2023, and is effective upon the signature of both Parties. Any changes to the IGA will be effective only through a written amendment signed by both Parties.

3. County IGA.

The Parties agree that that the terms of the County IGA control the use of the ARPA funds, the performance of this IGA and the Contracts with Contractors. The terms of the County IGA are incorporated herein by reference.

4. Non-discrimination.

In carrying out the terms of this IGA, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated by reference.

5. Termination for Conflict of Interest.

This IGA may be terminated under A.R.S. § 38-511.

6. Other Agreements.

This IGA in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

7. Severability.

In the event that any provision or portion of this IGA is held invalid, illegal, or unenforceable, such provision or portion shall be severed from this IGA and shall have no effect on the remaining provisions, which shall remain in full force and effect.

8. Illegal Immigration.

A. Federal Immigration and Nationality Act

1. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this IGA and to permit the County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

2. By entering into this IGA, the Parties warrant 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 Parties will obtain statements from the Contractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Parties and their Contractors 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 Agreement. I-9 forms are available for download at USCIS.GOV.

3. The Parties acknowledge that the County may request verification of compliance for any employee or subcontractor performing work under the IGA. Should the County suspect or find that the Partners or any of their Contractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the County IGA for default, and suspension or debarment (or both) of the Partners. All costs necessary to verify compliance are the responsibility of the Party or their Contractors.

B. Arizona Law: The Parties warrant compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledge that:

1. The Parties and their Contractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

2. A breach of a warranty under Subparagraph 8.B.1 shall be deemed a material breach of this IGA and the County IGA and the County may immediately terminate the County IGA without liability; and

3. The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Parties or their Contractors' employees who work on this IGA to ensure that such Party or Contractor is complying with the warranty provided under Subparagraph 8.B.1 and that the Parties agree to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

C. Documentation: Mesa will provide Chandler with any documentation requested by the County pursuant to the County IGA.

9. Relationship.

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between Chandler and any Mesa employee, or between Mesa and any Chandler employee. Chandler agrees that no individual performing under this Agreement on behalf of Chandler may be considered an agent, employee, or representative of Mesa and that they do not have rights to the Mesa's civil service rights, Mesa's retirement rights, or any other rights provided under the Mesa personnel rules nor shall those rights accrue or apply to any such individual. Chandler shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and Chandler shall indemnify, defend and hold harmless Mesa with respect to the foregoing. Mesa agrees that no individual performing under this Agreement on behalf of Mesa may be considered an agent, employee, or representative of Chandler and that they do not have rights to Chandler's civil service rights, Chandler's retirement rights, or any other rights provided under the Chandler personnel rules nor shall those rights accrue or apply to any such individual. Mesa shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and Mesa shall indemnify, defend and hold harmless Chandler with respect to the foregoing.

10. Indemnification.

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 (collectively, "claims") arising out of bodily injury or death of any person, property damage, or economic loss, but only to the extent that such claims which result in liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, volunteers, or contractors.

11. Failure to Enforce.

The failure to exercise any right, power or privilege under this IGA shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

12. No Forced Uyghur Labor.

By entering into this IGA, each Party certifies that the Party is not currently engaged in, and agrees for the duration of this IGA, not to engage in the forced labor of ethnic Uyghurs in the People's Republic of China, including utilizing any goods or services produced by the forced labor of ethnic Uyghurs and/or utilizing any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs, as defined by A.R.S. § 35-394.

13. Notice.

All written notices concerning this IGA will be directed to the following via email, personal delivery, or certified mail (return receipt requested):

To Chandler:

City of Chandler
Neighborhood Services
Riann Balch, Community Resources Senior Manager
(480) 782-4352
riann.balch@chandleraz.gov
175 S Arizona Ave
Chandler, AZ 85225

To Mesa:

Community Services
Lindsey Balinkie, Deputy Director
(480) 644-5434
Lindsey.balinkie@mesaaz.gov
20 E Main St #150
Mesa, AZ 85201

14. Authorization to Enter into Agreement.

Attached to this IGA and incorporated by reference is the written determination of each Party's legal counsel that each Party is authorized under the laws of the State of Arizona to enter into this IGA and that the IGA is in proper form, and a resolution of each Party's governing body authorizing each Party to enter into this IGA.

IN WITNESS WHEREOF, the Parties have executed this IGA on this ____ day of _____, 2023.

CITY OF CHANDLER

CITY OF MESA

By _____
Kevin Hartke
Mayor

By _____
Chris Brady
City Manager

ATTEST:

ATTEST:

By _____
City Clerk

By _____
City Clerk

APPROVAL OF THE CHANDLER CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL and the CITY OF MESA acting by and through its MAYOR and CITY COUNCIL, and declare this IGA to be in proper form and within the powers and authority granted to the City of Chandler under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Chandler to enter into this IGA.

DATED this _____ day of _____, 2023.

Kelly Y. Schwab
Chandler City Attorney

DMG

APPROVAL OF THE CITY OF MESA ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between the CITY OF MESA, acting by and through its MAYOR and CITY COUNCIL and the CITY OF CHANDLER acting by and through its MAYOR and CITY COUNCIL, and declare this IGA to be in proper form and within the powers and authority granted to the City of Mesa under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Chandler to enter into this IGA.

DATED this ____ day of _____, 2023.

Lauren Lowe
City of Mesa
Assistant City Attorney

EXHIBIT A

**Intergovernmental Agreement between Maricopa County Administered by its
Human Services Department and the City of Chandler**



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF CHANDLER

Agreement Amount: \$600,000

Agreement Start Date: April 12, 2023

Agreement Termination Date: December 31, 2023

Agreement Number: _____

ALN; 21.027 American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery

Unique Entity ID: LCLUQVAP1WU4

1.0 PARTIES

This financial Intergovernmental Agreement (“Agreement”) is between the City of Chandler (the “Subrecipient”), and Maricopa County (“County”) administered by its Human Services Department (“Department”). The County and the Subrecipient collectively are referred to as the “Parties” and individually as the “Party.”

The Subrecipient shall adhere to the roles and responsibilities of a Subrecipient. Subrecipient is responsible for ensuring that Partners (as defined in Section 16.4 below) and any of their subrecipients or subcontractors and comply with the applicable requirements of this Agreement.

2.0 PURPOSE

Through this Agreement, the County seeks to expand heat relief services in the Chandler and Mesa areas (the “Project”). The County shall provide the Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery (“ARPA”) funds for provision of respite centers, cooling stations, mobile heat relief and transportation, shower and laundry services to people experiencing homelessness. Up to 600 individuals shall be provided services per day.

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement is from April 12, 2023, through December 31, 2023.

3.2 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only through a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the Subrecipient. Administrative Change Orders may address any of the following areas:
 - 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
 - 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING, INVOICING AND PAYMENT

The County shall provide the Subrecipient with \$600,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 and provided to the County through the U.S. Department of Treasury.

7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The Parties shall give written notice of their intent to suspend performance or their intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The Subrecipient, shall:
 - 8.1.1 Provide services according to Exhibit A the Statement of Work, timelines and budget.

- 8.1.2 Ensure subrecipients' and any subcontractors' compliance with federal, state, and County requirements as they relate to the federal ARPA Fund requirements.
- 8.1.3 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement
- 8.2 The County shall be responsible for all of the following:
 - 8.2.1 Provide Subrecipient with timely payments on a monthly basis.
 - 8.2.2 Respond to questions from the Partners in a timely manner.
 - 8.2.3 Provide technical assistance and training to Partners' staff as necessary to ensure proper administration services under this Agreement.
 - 8.2.4 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.
 - 8.2.5 Provide Invoice and Program Reporting template to Subrecipient.

9.0 COMPENSATION

- 9.1 The Subrecipient shall submit monthly invoices to the County:
 - 9.1.1 for all invoiced costs related to general services and other costs associated with this project.
- 9.2 The Agreement is on a cost reimbursement basis.
- 9.3 The County shall reimburse the Subrecipient on a net 0 payments standard.
- 9.4 Final Reimbursement Upon Agreement Termination:
 - 9.4.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
 - 9.4.2 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
 - 9.4.3 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
 - 9.4.4 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov.
- 10.2 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations (C.F.R.), 2 C.F.R. Part 200 Subpart E including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement. The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.
- 11.2 Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E shall not be submitted for reimbursement by the Subrecipient and shall not be reimbursed with County funds.

12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.2 Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.
- 12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:
City of Chandler
Neighborhood Services
Riann Balch, Community Development and
Resources Senior Manager
(480) 782-4352
riann.balch@chandleraz.gov
175 S Arizona Ave
Chandler, AZ 85225

Maricopa County
Human Services Department
TJ Reed, Homelessness Programs MGR
(602) 317-7056
TJ.Reed@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

City of Mesa
Community Services
Lindsey Balinkie, Deputy Director
(480) 644-5434
Lindsey.balinkie@mesaaz.gov
20 E Main St #150
Mesa, AZ 85201

14.0 EMPLOYMENT DISCLAIMER

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 14.2 The Parties agree that no individual performing under this Agreement on behalf of the Partners shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered an agent, employee, or representative of the Subrecipient and that do no have rights to the Subrecipient's civil service rights, Subrecipient's retirement rights, or any other rights provided under the Subrecipient's personnel rules nor shall those rights accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

16.0 ASSIGNMENT AND SUBCONTRACTING

- 16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it

is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a “Subaward” as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a subrecipient.
- 16.3 The Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.
- 16.4 Notwithstanding the foregoing, the Parties acknowledge that Project activities will be carried out jointly by the Subrecipient and the City of Mesa (the “Partners”). The Partners intend to enter into a separate Intergovernmental Agreement for the purpose of performing the Scope of Work under this Agreement. Work will be performed by the Partners and/or their subcontractors.

17.0 DISPUTES

- 17.1 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.
- 17.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in 13.0 (Notices) paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute or from the date that informal dispute resolution efforts are unsuccessfully concluded, whichever is later.
- 17.3 The County Representative shall respond in writing 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 Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 17.4 The Department Director shall provide a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 17.5 Pending a final decision of the Director, the Partner(s) shall diligently proceed with its performance of this Agreement in accordance with the County Representative’s decision.
- 17.6 In the event the Subrecipient disagrees with the Director’s decision, the Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

If any provision of this Agreement is determined to be invalid, void, or illegal by a court that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

19.0 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.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by U. S. Department of the Treasury or the County that the Subrecipient is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

- 21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

22.0 PROPERTY

- 22.1 Any County property furnished or leased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property is the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient or subcontractor, as applicable. Repair costs of such property shall be the responsibility of the Subrecipient or Subrecipient's subrecipient, as applicable.

23.0 LIMITATION ON LIABILITY

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Partners or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Partners or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.
- 23.2 The Partners' and their agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and

all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

24.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 24 shall survive termination of this Agreement.

25.0 INSURANCE

The Subrecipient shall provide the County a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Subrecipients or Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Partners to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for their actions or Subrecipient from performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Partners the opportunity to participate in any applicable training activities conducted by the County.

29.0 CLEAN AIR ACT

The Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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 the awarding of any federal agreement, 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 agreement, grant, loan, or cooperative agreement.

30.2 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 any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Partners or any of their subcontractors or subrecipients will include any expense related to any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

33.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient 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 County may immediately terminate this Agreement without liability.

34.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

35.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 36.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 36.2 The County shall request information for fiscal monitoring/audit per OMB Uniform Guidance 2 C.F.R. § 200, to include as applicable:
- 36.2.1 Financial Management 2 C.F.R. § 200.302
 - 36.2.2 Internal Controls 2 C.F.R. § 200.303
 - 36.2.3 Bonds 2 C.F.R. § 200.304
 - 36.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
 - 36.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
 - 36.2.6 Program Income 2 C.F.R. § 200.307
 - 36.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
 - 36.2.8 Period of Performance 2 C.F.R. § 200.309
 - 36.2.9 Insurance Coverage 2 C.F.R. § 200.310
 - 36.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
 - 36.2.11 Procurement Standards 2 C.F.R. § 200.318
 - 36.2.12 Indirect Costs 2 C.F.R. § 200.414
 - 36.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
 - 36.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.
- 37.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

38.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938,

as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

39.0 RECOGNITION OF COUNTY SUPPORT

The Partners shall give recognition to the County and the funding source for its support when the Partners publish materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Partners, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

41.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 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.

42.0 EQUAL EMPLOYMENT OPPORTUNITY

42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:

42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

42.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

42.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

42.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and

42.3.5 Arizona Executive Order 2009-09, et seq. as amended, which mandates that all persons shall have equal access to employment opportunities.

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, et seq.

44.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

45.0 RETENTION OF RECORDS

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

45.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

46.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and documented.

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 Federal Immigration and Nationality Act

47.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

47.1.2 By entering into this Agreement, the Subrecipient 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 Subrecipient shall obtain statements from the City of Mesa and their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their 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 Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County suspect or find that the Partners or any of its subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Partners. All costs necessary to verify compliance are the responsibility of the Subrecipient or their subcontractors.

47.2 **Arizona Law:** The Subrecipient warrants compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

47.2.1 The Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.2 A breach of a warranty under Subparagraph 47.2.1 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or its Vendor's employees who work on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under Subparagraph 47.2.1 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

48.0 DRUG FREE WORKPLACE ACT

The Partners shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

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

49.1.2 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;

49.1.3 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 49.1.2 above; and

49.1.4 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.

49.2 The Subrecipient agrees 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.

50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

50.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Section 3.908 of the Federal Acquisition Regulation;

- 50.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and
- 50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.3, in its agreement with all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

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

If the Subrecipient 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 Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and 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.

52.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 53.2 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.
- 53.3 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:
 - 53.3.1 Non-performance of any obligations required by this Agreement.
 - 53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
 - 53.3.3 Unauthorized expenditure of funds.
 - 53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
 - 53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:
 - 53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient 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 Agreement.

53.4.2 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.

53.5 The Subrecipient 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 all of their 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.

54.0 ADMINISTRATIVE REQUIREMENTS

54.1 Accounting Standards – The Subrecipient agrees 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 Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

54.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County.

54.3 Documentation and Record Keeping – The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:

54.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;

54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients 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.

54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.

54.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

54.3.5 Property Records - The Subrecipient 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.

55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 55.1 The Subrecipient warrants and certifies it does not currently, and agrees for the duration of the Agreement that it will not, use:
 - 55.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 55.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 55.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 55.2 If the Subrecipient becomes aware during the term of the Agreement that the Partners or subcontractors are not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of Subrecipient to provide a written certification that the Partner or subcontractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

56.0 FORCE MAJEURE

- 56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Parties on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each Party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Parties were timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

Signatures contained on following pages

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:
MARICOPA COUNTY

APPROVED BY:
THE CITY OF CHANDLER

Clint Hickman Date
Chairman of the Board of Supervisors

Kevin Harthe April 14, 2023

Mayor Date

Attested to:

Attested to:

Juanita Garza, Clerk of the Board Date

Dana R. DeLong April 14, 2023

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT 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:

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA. APPROVED AS TO FORM:

Deputy County Attorney Date

Dawn M. Gingrich for April 14, 2023

City Attorney Date
DMG



EXHIBIT A- STATEMENT OF WORK

1.0 Project Description and Program Goals:

The Partners shall implement a comprehensive heat relief strategy to provide services that reduces sunlight and heat exposure and/or mitigate the effects of sunlight and heat exposure for individuals experiencing homelessness, particularly underserved populations, within their geographic boundaries.

The Project shall include respite centers, cooling stations, mobile heat relief shower and laundry services. The Subrecipient anticipates to serve a minimum of 600 individuals per day.

2.0 Scope of Work:

The Partners shall comply with the following service requirements:

2.1 Administration

- 2.1.1 Ensure established Policies and Procedures are in place for Project service delivery;
- 2.1.2 Implement a process to ensure individuals served are currently experiencing homelessness;
- 2.1.3 Hire, manage and train staff to on established policy and procedures;.
- 2.1.4 Collaborate with Homelessness service partners/providers to coordinate additional services for individuals;
- 2.1.5 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the County open for public scrutiny. Subrecipient will report incidents to County Homeless Services staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to County Homeless Services staff within three business days following occurrence.
- 2.1.6 Background Checks for Employment Through Central Registry:
 - 2.1.6.1 The Partners shall comply with A.R.S. § 8-804 (as may be amended) and hereby incorporated in its entirety as provisions of the Agreement.
 - 2.1.6.2 The Subrecipient shall make available valid Background Check information to County upon request.
- 2.1.7 Fingerprinting:
 - 2.1.7.1 The Partners shall comply with, and shall ensure that all Partner's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
 - 2.1.7.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but 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, certification regarding pending or past criminal matters, and criminal records checks are hereby

incorporated in their entirety as provisions of this Agreement.

2.1.7.3 The Partners are 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.

2.1.7.4 The Subrecipient shall make available valid Fingerprint information to County upon request.

2.2 Safeguarding of Participant Information

2.2.1 The use or disclosure by the Subrecipient of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

2.2.2 The Subrecipient shall be responsible for preparation and retention of any records and shall ensure strict confidentiality is maintained in accordance with all laws and guidelines including HIPAA, and state laws regarding individual's records.

2.3 Services for clients

2.3.1 Two Day Respite Centers, one in Mesa and one in Chandler. In addition to a cool facility, this service will include meals, cots and wrap around support services. In total, it is anticipated the Centers will serve 12,880 duplicated individuals between May 1, 2023, and September 30, 2023 (23 weeks).

2.3.2 20 Cooling stations, 10 in each jurisdiction (estimated).

2.3.3 Mobile Heat Relief services to include providing water/supplies in neighborhoods, at parks, etc. will be provided during extreme heat advisory days. The service will operate in both jurisdictions.

2.3.4 Shower/Laundry Trailer – one unit (1). The trailer will be stationed at Day Respite Centers during the Summer for people experiencing homelessness.

2.4 Outcomes/ Performance Measures

2.4.1 Number of individuals experiencing homelessness served

2.4.2 Number of heat relief hours provided

2.4.3 Bottles water served

2.4.4 Total snacks provided

2.4.5 Total other supplies/quantities provided

2.5 Reporting Requirements

2.5.1 Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., July 15th for June report) to include:

2.5.1.1 Monthly payment request form for reimbursement using a template provided by the County.

2.5.1.2 Program Reports to be sent monthly:

- 2.5.1.2.1 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
- 2.5.2 Provide Quarterly report indicating the expenditure percentage of the yearly budget with a budget narrative describing the status and any programmatic or financial issues. This report is to include all funding sources.
- 2.5.3 Share aggregate data at the request of County within 7 days.
- 2.6 Monitoring
 - 2.6.1 The County will monitor the Subrecipient’s compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by either the County at any time during the Subrecipient’s normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
 - 2.6.2 Subrecipient shall make Policies available for County review at time of monitoring.
 - 2.6.3 County will conduct desk monitoring monthly when financial and programmatic reports are submitted.
 - 2.6.4 The County will conduct on-site monitoring at minimum, on an annual basis in conjunction with other funders in order to review outputs, outcomes and requirements described in the scope of work.
 - 2.6.5 Subrecipient will provide any ad-hoc reports as requested by the County including aggregate data. Such reporting shall be for the purposes of improving access to and effectiveness of service. The County reserves the right to add, remove or revise reporting requirements at its discretion.

3.0 Budget:

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	\$600,000

Estimated Personnel Budget						
Number of Positions	# of FTEs	Position Title	Total Annual Salary	% Allocated to this Contract	Total Service Cost	County Costs
2	1	Heat Relief Coordinator	\$20,000	100%	\$40,000	\$40,000
8	8	Day Respite Center Staff	\$12,075	100%	\$96,600	\$96,600
1	1	Off-Duty Police Officer	\$94,024	100%	\$94,024	\$94,024
1	1	Supply Delivery Driver	\$9,200	100%	\$9,200	\$9,200

1	.5	Mobile Relief Drivers (on-call for heat advisory days)	\$10,000	100%	\$10,000	\$10,000
1	.5	Project Administrator	*\$40,000	100%	\$20,000	\$40,000
Personnel Total					\$269,824	\$269,824
Estimated Line Item Expenditures					*Total Service Cost	County Costs
Employee Related Expenses (ERE)					0	0
Professional Expenses					\$101,600	\$101,600
Phone/Communications					\$5,000	\$5,000
Client Expenses					\$30,500	\$30,500
Material & Supplies					\$142,456	\$142,456
Travel					\$10,620	\$10,620
Indirect Costs (10%)					\$20,000	\$20,000
PROJECT TOTAL:					\$600,000	\$600,000

**\$40,000 of indirect costs is included in the Personnel section for the Project Administrator

4.0 Project Schedule:

Project Milestone	Estimated Completion Date	Comments
Necessary staff hired (if applicable)	6/1/2023	Goal is for hiring to begin on or before 5/1/2023 and be completed by 6/1/2023.
If subcontracting, provide the expected date to post and award for an RFP	5/14/23 4/10/23	Goal is to release RFP by 3/22/23 and notify applicant of award mid April 2023.
Operations start date	5/1/2023	Goal is for Cooling Centers to open by 5/1/23, and The Day Respite centers and Mobile Heat Relief on or before 6/1/2023.
Full capacity operations start (If above was not 100%)	6/1/2023	Goal is for all activities to be implemented on or before 6/1/23.
Clarify any ramp up or ramp down time periods	Present – 6/1/23 10/1/23 – 10/31/23	Ramp-up (now thru 6/1/23) includes making awards, contracting, hiring and set-up. Ramp down (10/1/23 thru 10/31/23) includes contract close-out, reporting, tear-down, storage, etc.

EXHIBIT B

City of Chandler Services Agreement NO. NR3-952-4604

Heat Relief Services



City Clerk Document No. _____

City Council Meeting Date: June 15, 2023

**CITY OF CHANDLER SERVICES AGREEMENT
HEAT RELIEF SERVICES
CITY OF CHANDLER AGREEMENT NO. NR3-952-4604**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Resurrection Street Ministry Incorporated, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

- A. City proposes to provide heat relief services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- Agreement** means the legal agreement executed between the City and the Contractor
- City** means the City of Chandler, Arizona
- Contractor** means the individual, partnership, or corporation named in the Agreement
- Days** means calendar days
- May, Should** means something that is not mandatory but permissible
- Shall, Will, Must** means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on June 15, 2023 and ends on June 14, 2024 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$454,312. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the

Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any

warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: <u>Christina Pryor, CPPO</u>	Name: <u>Jeff Williams</u>
Title: <u>Procurement and Supply Senior Manager</u>	Title: <u>Operations Director</u>
Address: <u>175 S. Arizona Ave., 3rd Floor</u> <u>Chandler, AZ 85225</u>	Address: <u>1135 E. Main St.</u> <u>Mesa, AZ 85203</u>
Phone: <u>480-782-2403</u>	Phone: <u>530-218-6424</u>
Email: <u>christina.pryor@chandleraz.gov</u>	Email: <u>Jeffery_williams2022@outlook.com</u>

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees

and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor

represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a

minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later

than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions
- Exhibit E - Funding Source Requirements

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee

who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Bill Berry _____

Its: Executive Director _____

APPROVED AS TO FORM:

By: _____

City Attorney

DMG

ATTEST:

By: _____

City Clerk

**EXHIBIT A
SCOPE OF SERVICES**

SCOPE OF SERVICES FOR THE CITY OF CHANDLER

COOLING STATIONS

The Contractor will provide cooling stations that will consist of air-conditioned facilities (or areas within facilities) that has been designated as a location where people can stop in during designated hours to cool off and avoid additional exposure. Examples may include public facilities such as libraries and community centers, non-profit organizations, houses of worship, businesses, etc. Water must be available.

Service Levels and Requirements

- Approximately 10 cooling stations in the City of Chandler should be available 7 days per week, from 10 am – 6 pm.
- The Contractor is responsible for onboarding the cooling stations and providing ongoing coordination of services to include supplying water and other supplies as scheduled/needed.
- Cooling Station should be clearly marked and accessible. Street signage (ex/ A-Frame) must be posted when cooling station is open.

SCOPE OF SERVICES FOR THE CITY OF MESA

DAY RESPITE CENTER

Air-conditioned facility that has been designated as a location where people experiencing homelessness and other vulnerable populations can go to avoid heat exposure for an extended period and receive other ancillary services such as food, space to rest, outreach and navigation services, etc.

Service Levels and Requirements

- One Day Respite Center will be provided at 1135 E. Main Street, Mesa, AZ.
- The site will have the capacity to serve 100 people per day.
- The site will be open Monday – Saturday, 9:00 am through 6:00 pm.
- The Contractor is required to develop and implement a good neighbor plan to minimize negative impact on the surrounding community. Security is an eligible expense for this service.
- The Contractor is required to provide cleaning and sanitation procedures to prevent the spread of disease.

COOLING STATIONS

The Contractor will provide cooling stations that will consist of air-conditioned facilities (or areas within facilities) that has been designated as a location where people can stop in during designated hours to cool off and avoid additional exposure. Examples may include public facilities such as libraries and community centers, non-profit organizations, houses of worship, businesses, etc. Water must be available.

Service Levels and Requirements

- Approximately 10 cooling stations in the City of Mesa should be available 7 days per week, from 10 am – 6 pm.

- The Contractor is responsible for onboarding the cooling stations and providing ongoing coordination of services to include supplying water and other supplies as scheduled/needed.
- Cooling Station should be clearly marked and accessible. Street signage (ex/ A-Frame) must be posted when cooling station is open.

Shower/Laundry Services

The Contractor will provide on-site laundry services and mobile shower services at the Day Respite Center to people experiencing homelessness. Services should be easily accessible to people seeking heat relief.

Service Levels

- A schedule for a stationary laundry facility will be agreed upon between the City Mesa and the Contractor.
- A schedule for a mobile shower trailer will be agreed upon between the City Mesa and the Contractor.

SCOPE OF SERVICES GENERAL REQUIREMENTS

GENERAL REQUIREMENTS FOR ALL ACTIVITIES

- Services must be easily accessible to people experiencing homelessness.
- The Contractor is required to develop and implement marketing strategies to ensure potential participants are aware of how to access services. This should include signage, flyers, media (TV, radio, newspaper, social), etc.
- The Contractor is required to implement measures preventing negative community impact at service sites.
- The Contractor is required to communicate and coordinate with partner agencies providing various activities, and supply signage, water, etc.

SERVICE PERIOD

Heat relief activities will be provided from June 15, 2023, through September 30, 2023. Adjustments to this schedule based on reasonable business needs may be proposed and considered.

REPORTING REQUIREMENTS

- During the term of the agreement, the Contractor will submit monthly performance reports to include both client and program specific data. Monthly reports are due no later than the seventh day of the following month. Reporting templates will be provided by the contracting agency.
- Sample Client Data:
 - A. Name
 - B. Birthdate
 - C. Race/Ethnicity
 - D. Income
 - E. Housing/Homeless status
 - F. Last known zip code
- Sample Program Data:
 - A. Number of service hours provided by activity
 - B. Number of staff hours by activity

C. Number of water bottles, meals, other supplies provided

- Weekly utilization reports will be required. The format will be agreed upon between the City and the Contractor.
- Any additional reports as required by the funding sources.

BUDGET

- Heat Relief Activities will be supported through American Rescue and Planning Act (ARPA) funds and must be spent in compliance with ARPA regulations. The final CFDA Number for the ARPA Fiscal Recovery program is 21.027.
- Funds will be provided on a cost reimbursement basis following receipt of complete requests for payments and accompanying program reports.

**EXHIBIT B
COMPENSATION AND FEES**

**HEAT RELIEF
PROGRAM BUDGET**

(A) Cost Component	(B) Chandler Costs	(C) Mesa Costs	(D) Other Costs (Leverage)	(E) Total Costs	(F) Total Chandler/ Mesa Costs
Salaries/Wages	\$ 15,708.00	\$ 137,644.00		\$ 153,352.00	\$ 153,352.00
Employee Related Expenses	\$ 2,430.00	\$ 11,190.00		\$ 13,620.00	\$ 13,620.00
				\$ -	\$ -
				\$ -	\$ -
TOTAL PERSONNEL	\$ 18,138.00	\$ 148,834.00	\$ -	\$ 166,972.00	\$ 166,972.00
Professional Expenses	\$ -	\$ 100,231.00		\$ 100,231.00	\$ 100,231.00
Phone/Communications				\$ -	\$ -
Client Expenses	\$ 15,250.00	\$ 15,250.00	\$ 50,000.00	\$ 80,500.00	\$ 30,500.00
Materials/Supplies	\$ 5,532.00	\$ 10,200.00	\$ 8,000.00	\$ 23,732.00	\$ 15,732.00
Travel/Mileage	\$ 5,310.00	\$ 5,310.00	\$ 5,500.00	\$ 16,120.00	\$ 10,620.00
Indirect Costs	\$ 8,534.00	\$ 19,914.00	\$ 12,000.00	\$ 40,448.00	\$ 28,448.00
Other - Equipment	\$ 14,532.00	\$ 62,200.00		\$ 76,732.00	\$ 76,732.00
Other - Space	\$ 1,500.00	\$ 23,577.00		\$ 25,077.00	\$ 25,077.00
				\$ -	\$ -
TOTAL OPERATIONS	\$ 50,658.00	\$ 236,682.00	\$ 75,500.00	\$ 362,840.00	\$ 287,340.00
TOTAL BUDGET	\$ 68,796.00	\$ 385,516.00	\$ 75,500.00	\$ 529,812.00	\$ 454,312.00

BUDGET NARRATIVE TEMPLATE

SALARIES/WAGES, EMPLOYEE RELATED EXPENSES

TBH, Heat Relief Director

Responsibilities will include managing operations and logistics for Day Respite Center as well as educating staff and volunteers, completing reports, stats, and all compliances needed to meet and exceed grant requirements. This position will also produce an end of season brief including an operations manual that can be shared with both cities outlining standard operating procedures and best practices to meet current needs and potential future trends.

Total Program Cost:

- o \$27 per hour, 8 hours per day for 25 weeks = \$27,000

Total Chandler Cost:

- o .30 FTE at \$27 pr hour for 25 weeks = \$8,100

Total Mesa Cost:

- o .70 FTE at \$27 per hour for 25 weeks = \$18,900

Employee Related Expenses (ERE) are calculated at 30% of program cost and are charged commensurate salary.

TBH, Heat Relief Manager

Responsibilities will include assisting with the management and logistics for Day Respite Center as well as educating staff and volunteers, completing reports, stats, and all compliances needed to meet and exceed grant requirements. This position will also produce an end of season brief including an operations manual that can be shared with both cities outlining standard operating procedures and best practices to meet current needs and potential future trends.

Total Program Cost:

- o \$20 per hour for 23 weeks = \$18,400

Total Mesa Cost:

- o 1 FTE at \$20 per hour for 25 weeks = \$18,400

Employee Related Expenses (ERE) are calculated at 30% of program cost and divided equally

TBH, Respite Center Staff

The Respite Center staff will monitor and maintain all operations at the Respite Center. As part of their operation, the Respite Center staff will assist in providing meals, hydration through water, supplies for clients, any additional resources for clients. Additionally, the Respite Center staff will assist in maintaining safety and keep up with cleaning standards.

Total Program Cost:

- o \$16 per hour for 5,796 staffing hours = \$92,736

Total Mesa Cost:

- o 100% cost at \$16 per hour for 5,796 staffing hours = \$92,736

TBH, Heat Relief Driver

Drivers will transport water and other supplies to hydration and cooling stations, as well as drive the mobile heat relief van throughout the community on excessive heat days.

Total Program Cost:

- Cooling Station Driver @ \$9,775 + Mobile Relief Driver @ \$5,440 = \$15,215

Cooling Station Driver – 1 PTE @ \$17 per hour for 25 hours per week for 23 weeks = \$9,775

Total Chandler Cost:

- 1 PTE \$17 per hour for 25 hours per week for 23 weeks = \$4,888

Total Mesa Cost:

- 1 PTE \$17 per hour for 25 hours per week for 23 weeks = \$4,888

Mobile Relief Driver – 2 PTE @ \$17 per hour x 20 extreme heat days x 8 hours/day = \$5,440

Total Chandler Cost:

- 1 PTE @ 17 per hour x 20 extreme heat days x 8 hours/day = \$2,720

Total Mesa Cost:

- 1 PTE @ 17 per hour x 20 extreme heat days x 8 hours/day = \$2,720

PROFESSIONAL EXPENSES

Off Duty Police Officer:

Off-duty City of Mesa Police Officers will provide security services inside the Mesa Respite Center to establish and maintain a safe experience for customers. Hours may be altered based on need.

Total Program Cost:

- \$66.91 per hour for 9 hours per day, for 7 days a week for 19 weeks = \$80,091

Total Mesa Cost:

- 1 FTE - \$66.91 per hour for 9 hours per day, for 7 days a week for 19 weeks = \$80,091

Security:

Provides on-site security to monitor activity outside the center, provides bag checks prior to entry to the center, established relationships with neighboring businesses to address center related concerns.

Total Program Cost:

- \$20 per hour for 6 hours per day, for 7 days a week for 21 weeks = \$17,640

Total Mesa Cost:

- 1 FTE - \$20 per hour for 6 hours per day, for 7 days a week for 21 weeks = \$17,640

Professional Barber:

Provides haircuts to participants at the Respite Center to help them remain cool.

Total Program Cost:

- \$2,500

Total Mesa Cost:

- Fee for service - \$2,500

PHONE/COMMUNICATIONS

CLIENT EXPENSES

Supplies:

Provide supplies for mobile services on Extreme Heat days.

Total Program Cost:

- \$4,000

Total Chandler Cost:

- 50% of \$10,000 = \$2,000

Total Mesa Cost:

- 50% of \$10,000 = \$2,000

Water Purchase:

Assists in the purchase of water when donations do not meet the required amount.

Total Program Cost:

- \$30,500

Total Chandler Cost:

- 30% of \$31,500 = \$9,150

Total Mesa Cost:

- 70% of \$31,500 = \$21,350

MATERIALS/SUPPLIES

Marketing:

Provides informational materials about how to access heat relief services.

Total Program Cost:

- \$4,000

Total Chandler Cost:

- 20% of total program cost = \$800

Total Mesa Cost:

- 80% of total program cost = \$3,200

Signage:

Provides public signage to indicate where residents can receive services.

Total Program Cost:

- 20 A-Frame signs @ \$130/sign = \$2,600

Total Chandler Cost:

- 10 signs = \$1,300

Total Mesa Cost:

- 10 signs = \$1,300

Personal Protection Equipment (PPE):

Provides equipment to assist in the prevention of COVID-19.

Total Program Cost:

- \$5,232

Total Chandler Cost:

- 52% of \$5,232 = \$2,732

Total Mesa Cost:

- 48% of \$5,232 = \$2,500

Janitorial Supplies:

Provides cleaning supplies and other necessary supplies to provide a safe clean environment at the Respite Center.

Total Program Cost:

- \$2,500

Total Mesa Cost:

- 100% of \$2,500 = \$2,500

TRAVEL

Mileage:

Mileage is estimated at \$0.65 a mile for transportation of goods from hydration stations and mobile services.

Total Program Cost:

- \$10,620

Total Chandler Cost:

- 50% of \$10,620 = \$5,310

Total Mesa Cost:

- 50% of \$10,620 = \$5,310

INDIRECT COSTS

Administrative:

Administrative functions to provide operations and reporting requirements which are required by funding source.

Total Program Cost:

- \$28,448

Total Chandler Cost:

- 30% of \$11,035 = \$8,534

Total Mesa Cost:

- 70% of \$11,035 = \$19,914

OTHER - EQUIPMENT

Shower Trailer:

Purchase of a shower trailer to provide space for program participants to shower.

\$49,000 delivered with updates to trailer

Total Program Cost:

- 81.6% of \$49,000 = \$40,000

Total Mesa Cost:

- 81.6% of \$49,000 = \$40,000

Coolers:

Purchase of 10 electric water coolers to provide cold water to program participants.

Total Program Cost:

- \$21,000

Total Chandler Cost:

- 50% of \$20,000 = \$10,500

Total Mesa Cost:

- 50% of \$20,000 = \$10,500

Tables, Chairs and Cots:

Purchase of tables and chairs to provide program participants.

Total Program Cost:

- Tables: \$80 per table for 10 tables = \$800
- Chairs: \$20 per chair for 40 chairs = \$800
- Cots: \$60 per cot for 50 cots = \$8,000

Total Mesa Cost:

- Tables: \$80 per table for 10 tables = \$800
- Chairs: \$20 per chair for 40 chairs = \$800
- Cots: \$60 per cot for 50 cots = \$8,000

Lockers and Bike Racks/Locks:

Provide a safe space for clients to store their belongings.

Total Program Cost:

- \$800

Total Mesa Cost:

- 100 % of \$800 = \$800

OTHER - SPACE

Operations – Rent/Building Maintenance:

Rent, maintenance and repairs associated with the operation of the program.

Rent is calculated at \$3,500 per month equally \$807.70 per week for 23 weeks.

Total Program Cost:

\$25,077

Total Mesa Cost:

100% of \$30,077 = \$25,077

EXHIBIT C INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized

to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.
 - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 - 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 - 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the

Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search. A fingerprint clearance card may be required depending on the scope of work.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints, and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

Contractor Certification. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

EXHIBIT E FUNDING SOURCE REQUIREMENTS

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(a) The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

2. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):

a. A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

b. The City may, by written notice to the Contractor, immediately terminate this Contract if the City 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. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

c. The Contractor certifies to the best of its knowledge and belief, that is and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

3. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

In all contracts in excess of \$100,000 the Contractor hereby 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 Contractor, 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 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 and Federal contract, grant, loan, or cooperative agreement.

(2) Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

(3) 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

4. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Applicable to all contracts in excess of \$150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

5. PROCUREMENT OF RECOVERED MATERIALS:

a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

b) Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

6. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

7. DRUG-FREE WORKPLACE ACT OF 1988:

The Contractor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

8. ENERGY EFFICIENCY:

The Contractor will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

9. PREFERENCE FOR DOMESTIC PROCUREMENT:

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

10. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION (24 CFR 5.105):

The Contractor will carry out its responsibilities in compliance with the Fair Housing Act ([42 U.S.C. 3601-19](#)) and implementing regulations at [24 CFR part 100 et seq.](#); Executive Order 11063, as amended by Executive Order 12259 ([3 CFR](#), 1959-1963 Comp., p. 652 and [3 CFR](#), 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at [24 CFR part 107](#); the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1968 in order to affirmatively further fair housing; Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 USC 2000d) (nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR part 146; Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and implementing regulations at 24 CFR part 8; Arizona Executive Order 2009-09, et seq., as amended, and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 ([3 CFR](#), 1964-1965 Comp., p. 339; [3 CFR](#), 1966-1970 Comp., p. 684; [3 CFR](#), 1966-1970 Comp., p. 803; [3 CFR](#), 1978 Comp., p. 230; and [3 CFR](#), 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at [41 CFR chapter 60](#); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); Executive Order 11625, as amended by Executive Order 12007 ([3 CFR](#), 1971-1975 Comp., p. 616 and [3 CFR](#), 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 ([3 CFR](#), 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 ([3 CFR](#), 1977 Comp., p. 393 and [3 CFR](#), 1987 Comp., p. 245) (Women's Business Enterprise).

11. MINIMUM WAGE REQUIREMENTS

The Contractor warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

12. RECOGNITION OF COUNTY SUPPORT

The Contractor shall give recognition to the County and the funding source for its support when it publishes materials or releases public information that is paid for in whole or in part with funds received under this Agreement.

13. DISABILITY REQUIREMENTS

The Contractor agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 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.

14. EQUAL EMPLOYMENT OPPORTUNITY

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15. IMMIGRATION LAWS AND REGULATIONS (Federal Immigration and Nationality Act)

(a) The Contractor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Contractor agrees to comply with the IRCA in performing under this Agreement and to permit the City or Maricopa County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

(b) By entering into this Agreement, 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 City or Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. 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 Agreement. I-9 forms are available for download at USCIS.GOV.

(c) The City or Maricopa County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the City or Maricopa County suspect or find that the Partners or any of its subcontractors are not in compliance, then the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor or their subcontractors.