

**INTERGOVERNMENTAL AGREEMENT
MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH
4041 N. Central Avenue, #1400, Phoenix, Arizona 85012**

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| 1. Agreement No: <u>C-86-</u>
3. Agreement Amount: <u>\$235,464 per year</u>
5. Start Date: <u>04/01/2024</u> | 2. Agreement Type: <u>Reimbursement</u>
4. Purpose: <u>Heat Relief Funding</u>
6. Expiration Date: <u>12/31/2026</u> |
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This Intergovernmental Agreement ("Agreement") is entered into by and between The City of Mesa, AZ (referred to as "Subrecipient"), and Maricopa County, by and through its Department of Public Health (MCDPH) (referred to as "County"). Subrecipient and the County are collectively referred to as the "Parties" and individually as a "Party." All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, appendices, and amendments.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the County or the Subrecipient in any state or federal court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below and shall be effective upon receipt by the Party to whom addressed unless otherwise indicated in the notice.

Notice to Subrecipient: City of Mesa, Community Services/ Office of Homeless Solutions Phone 480-644-5434
 Address: 200 S Center PO Box 1466, Mesa Az 85211

All Subrecipients must have a Unique Entity Identifier (UEI) number issued through <https://sam.gov/content/entity-registration>. If Subrecipient does not have one at time of award, they must apply for one within 30 days of contract award. Subrecipient must also remain current within the System for Award Management platform located at www.sam.gov throughout the term of the contract.

UEI #: E2Y8LRS18AU3

Notice to Department: MCDPH Grants/Contract Unit Phone: (602) 372-0674
 Address: 4041 North Central Avenue, Suite #1400, Phoenix, Arizona 85012

IN WITNESS WHEREOF, the Parties enter into this Agreement:

SUBRECIPIENT INFO

MARICOPA COUNTY BOARD OF SUPERVISORS

Signature _____
 Name Candace Cannistraro
 Title Deputy City Manager
 Date _____

Signature _____
 Name _____
 Title Chairman, Board of Supervisors
 Date _____

ATTEST:
 Signature _____
 Date Office of the Clerk of the Board

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Pursuant to A.R.S. § 11-952, the Attorney for the Board of Supervisors has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature _____

Date _____

Signature _____
Attorney for Maricopa County

Date _____

1. EFFECT

To the extent the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent the Work Statement(s) and the Special or General Provisions conflict, the Work Statement(s) shall control.

2. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- A. **Agreement** means this document and all attachments and amendments.
- B. **Subrecipient** means the person, firm or organization listed on the Cover Page of this Agreement.
- C. **County** means Maricopa County, Arizona.
- D. **Department** means the Maricopa County Department of Public Health.
- E. **Funding Source** means any federal, state, or private agency funding source, which may impose conditions on the funding that will be passed on to the Subrecipient.
- F. **Subrecipient Staff, Employee or Faculty** means a person or persons employed by, contracted with, or retained by the Subrecipient for the purpose of providing the services and responsibilities contained in this Agreement.

3. GENERAL REQUIREMENTS

- A. The terms of this Agreement shall be governed by Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County.
- B. 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, and workers' compensation.
- C. The Subrecipient is an independent Contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

4. AMENDMENTS

All Amendments to this Agreement must be in writing and signed by authorized persons for both Parties. All amendments shall clearly state the effective date of the action.

5. ASSIGNMENT AND SUBCONTRACTING

No rights, liability, obligations, or duties under this Agreement may be assigned or delegated without the prior written approval of the County and Subrecipient.

6. RECORDS, AUDITS, AND DISALLOWANCES

- A. This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the County and Subrecipient that relate to this Agreement.
- B. The County and Subrecipient shall retain all financial books, records, and other documents related to this Agreement for five years after final payment or until after the resolution of any audit questions, which could be more than five years, whichever is longer. County, federal, or 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 all such financial books, records, and other documents.
- C. 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 clients, the Subrecipient shall reimburse the County for the services not adequately supported and documented.
- D. The Subrecipient shall, upon written demand, reimburse the County for any payments made under this Agreement that are disallowed, by a federal, state or County audit in the amount of the disallowance, as well as court costs and attorney fees the County incurs to pursue legal action relating to a disallowance.
- E. If the County determines that a cost for which payment has been made is a disallowed cost, the County shall notify the Subrecipient in writing of the disallowance and 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.
- F. The County shall, upon review and agreement of the Parties, remit to the Subrecipient any payments determined to have been insufficiently paid, in the amount of the payment shortfall.

7. AGREEMENT COMPLIANCE MONITORING

County may monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement. 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 or unannounced. During an on-site visit, the Subrecipient shall make its records and documents related to work performed or services provided under this Agreement available to the County for inspection and copying.

8. AVAILABILITY OF FUNDS

- A. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are available to the County for disbursement. The Department 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. The County shall refer no clients to Subrecipient for periods of time for which funding is not available unless at the discretion of both parties, an alternate source of funds is made available to continue the medical service.

- B. If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under or in connection with this Agreement, the County may amend, suspend, decrease, or terminate its obligations under or in connection with this Agreement. If this Agreement is terminated, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least 10 days in advance.

9. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Subrecipient shall, during the term of this Agreement, immediately inform the County in writing of the award of any other contract or grant that may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the County of such award shall be considered a material breach of this Agreement and the County may immediately terminate this Agreement without liability.
- B. Upon request, the Subrecipient shall provide within 10 working days, a copy of such other contract or grant, when, in the opinion of the Department, the award of the contract or grant may affect the costs being paid or reimbursed under this Agreement.
- C. If the County determines that the award of such other contract or grant has affected the costs being paid or reimbursed under this Agreement, the County shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the Disputes clause.

10. DEFAULT

The County may suspend, modify, or terminate this Agreement immediately by giving written notice to the Subrecipient for: 1) material breach of any contractual obligation, 2) non-performance of any stated objectives, or 3) upon any event that would jeopardize the ability of the Subrecipient to perform its contractual obligations. Unless expressly stated otherwise in this Agreement, such determination will not be made until such time as the Disputes process in this Agreement has been exhausted, not including arbitration.

11. TERMINATION

- A. Either Party may terminate this Agreement at any time with 30 days prior written notice made by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Additionally, the terminating Party shall send a courtesy email per the Notices section.
- B. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date.
- C. The County may terminate this Agreement upon 24 hours' notice when the County deems the health or welfare of a patient is endangered or the Subrecipient's non-compliance jeopardizes funding source financial participation.

- D. Either Party has the right to terminate this Agreement for cause upon 14 days written notice, and if more than one activity is funded by this Agreement the County may terminate any part of the Work Statement obligations without impairing the remaining obligations, for any of the following reasons:
- (1) Breach of this Agreement which is not corrected within 14 days after written notice or registered mail, return receipt requested.
 - (2) Inability to discharge the duties and responsibility under this Agreement for a continual period of 30 days or more.
- E. This Agreement is subject to cancellation in pursuant to A.R.S. § 38-511.
- F. If not terminated by one of the above methods, this Agreement will terminate upon the expiration date of this Agreement as stated on the Cover Page of this Agreement.
- G. Upon termination or expiration, the property purchased in furtherance of this Agreement will remain the property of the funding Party, unless expressly specified otherwise.

12. SEVERABILITY

If a court finds that any provision of this Agreement is invalid, all the remaining provisions shall remain in full force and effect.

13. STRICT COMPLIANCE

Acceptance by the County of performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirement of strict compliance for all future performance. All changes in performance obligations under this Agreement must be in writing and signed by the Parties.

14. NON-LIABILITY

- A. The County and its officers, representatives, agents, and employees shall not be liable for any act or omission by the Subrecipient or any subcontractor, employee, officer, agent, or representative of the Subrecipient or any subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the Subrecipient or any subcontractor in connection with this Agreement.
- B. The Subrecipient and its officers, representatives, agents, and employees shall not be liable for any act or omission by the County or any County subcontractor, employee, officer, agent, or representative of the County or any County subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the County or any County subcontractor in connection with this Agreement.

15. INDEMNITY

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, and expenses

(including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of Indemnitor, its officers, agents, employees, or volunteers.

16. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that it has not utilized any person or entity to solicit this Agreement for a commission or contingent fee. The County may immediately terminate this Agreement without liability for breach of this warranty.

17. SAFEGUARDING CLIENT INFORMATION

The use or disclosure by any Party of any information concerning an eligible individual served under this Agreement is directly limited to the performance of this Agreement. County and Subrecipient shall safeguard confidential and privileged client and patient information i.e., medical, financial, and patient specific information, and shall only disclose such information in accordance with all applicable federal, state, and local laws, rules, and regulations, including HIPAA. The use or disclosure by any party of any information concerning a client or patient served under this Agreement or any other applicable payer contract is directly limited to services under this Agreement subject to applicable federal, state, and local laws, rules and regulations. Subrecipient's obligation to maintain the confidentiality of all medical, financial, and patient specific information shall exist after termination or expiration of this Agreement. County shall assist Subrecipient regarding Subrecipients' obligation to comply with HIPAA.

18. OWNERSHIP OF INFORMATION

As used in this section, the term "Materials" means all products created or produced by the Subrecipient under this Agreement, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Subrecipient in performance of this Agreement. Subrecipient acknowledges that all Materials are the property of the County by and through the Department and, as such, shall remain under the sole direction, management, and control of the Department. The Subrecipient is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Subrecipient, the Subrecipient hereby irrevocably transfers to the Department, for and on behalf of the County, all copyright ownership. The Department shall have full, complete, and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release, and otherwise use all Materials. The Subrecipient shall not use or release these Materials without the prior written consent of the Department. When this Agreement is terminated, the disposition of all such Materials shall be determined by the Department. Further, the Subrecipient agrees to give recognition to the Department for its support of any program when releasing or publishing program Materials.

19. NON-DISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, cultural, affiliation or belief. The Subrecipient shall include this clause in all of its subcontracts related to this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political affiliation or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political affiliation or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status. 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. The Subrecipient shall, to the extent such provisions apply, comply with Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"); and Arizona Executive Order 2009-09, as amended by Executive Orders 2023-01 and 2023-09, which mandates that all persons shall have equal access to employment opportunities. The Subrecipient shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

21. RIGHT OF PARTIAL CANCELLATION

If more than one activity is funded by this Agreement, the County reserves the right to terminate this Agreement in whole or part based on the Subrecipient's failure to perform any part of this Agreement without impairing, invalidating, or canceling the remaining Work Statement obligations.

22. RIGHT TO EXTEND AGREEMENT

Subject to the availability of funds and acceptable Subrecipient performance, the Parties may by a mutually signed writing extend this Agreement for additional one-year periods, not to exceed a total extended term of 5 years, except that the cost will be subject to renegotiation.

23. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

A. The undersigned, an authorized representative of the Subrecipient, certifies, to the best of his or her knowledge and belief, that the Subrecipient, defined as the primary participant in accordance with 2 C.F.R. Part 180, and its principals:

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

2) have not within the three-year period preceding this Agreement been convicted of or had a civil judgment entered against them for 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 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 or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and

4) have not within the 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

- B. If the Subrecipient is not able to provide this certification, an explanation as to why shall be attached to this Agreement.
- C. The Subrecipient shall include, without modification, this Paragraph in all lower tier covered transactions (*i.e.*, transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

24. E-VERIFICATION OF EMPLOYEES

The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- A. That the Subrecipient and its subcontractors, 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;
- B. That a breach of the warranty under subsection A above shall be deemed a material breach of this Agreement that entitles the County to, among other things, immediately terminate this Agreement without liability;
- C. That the County and any authorized government entity retains the legal right to inspect the papers of any employee of any Subrecipient or subcontractor who works under this Agreement to ensure compliance with the warranty provided under subsection A above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;
- D. That nothing herein shall make any Subrecipient or subcontractor an agent or employee of the County or contracting government entity.

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1. EFFECT

To the extent that the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) conflict with the Special or General Provisions, the Work Statement(s) shall control.

2. DISPUTES

Except as otherwise provided by law, any dispute not involving a question of law arising out of this Agreement that is not resolved between the Parties within a reasonable time, which shall not exceed 120 days, shall be resolved as follows:

- A. Disputes must be filed with the person administering this Agreement for the County, if one has been appointed, or, if not, with the Procurement Officer, within 10 days from the date the Subrecipient knew or should have known the basis of the dispute.
- B. The person administering this Agreement or the Procurement Officer, as applicable, shall respond in writing to the dispute within 14 days.
- C. The Subrecipient may abide by the decision or may appeal the decision to the Director of the Department within seven days.
- D. Any claim or controversy arising out of or in connection with this Agreement not resolved in accordance with paragraphs 2.A. through 2.C. above shall be resolved through binding arbitration conducted by a single arbitrator in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules, then in effect, in Phoenix, Arizona; provided, however, matters that primarily involve Provider's professional competence or conduct shall not be eligible for arbitration. If possible, the arbitrator shall be an attorney with at least 15 years of experience, including at least five years' experience in managed health care. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to provide a remedy or award damages that would not be available to such prevailing party in a court of law, nor shall the arbitrator have the authority to award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees of arbitration. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one year of the earlier of the date the claim or controversy arose, was discovered or should have been discovered with reasonable diligence; otherwise, it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.

This Paragraph shall not apply to claims arising from bodily injury, death, or property damage.

3. ADMINISTRATIVE CHANGE ORDER

- A. The Department may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
 - 1. Work Statement activities reflecting changes in funding source or County regulations, policies, or requirements.
 - 2. Administrative requirements, such as changes in reporting periods, frequency of reports, or report formats, required by funding source or County regulations, policies, or requirements.
 - 3. Subrecipient reimbursement schedules and program budgets.
- B. The order will not increase or decrease the maximum reimbursable amount to be paid the Subrecipient. Additionally, the order will not direct substantive changes in services to be rendered by the Subrecipient.
- C. Any dispute or disagreement caused by such order shall constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Agreement and shall be administered accordingly.

4. AUDIT REQUIREMENT

- A.

If the Subrecipient expends \$750,000 or more in a year in federal awards, the Subrecipient shall have a single audit conducted for that year according to the Office Management and Budget, 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 Subpart F. The audit report shall be submitted to the County for review within nine months following the close of the fiscal year. The Subrecipient shall take any necessary corrective action to remedy any material weaknesses and/or reportable conditions identified in the audit report within six months after the release date of the report. The County may consider sanctions as described in 2 CFR § 200.339 for Subrecipients not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- B. The Subrecipient shall schedule an annual financial audit to be submitted to the County for review within 12 months following the close of the program's fiscal year. Subrecipient understands that its failure to meet this requirement may result in the loss of current funding and disqualification from consideration for future County-administered funding.
- C. Comply with the requirements of 2 CFR Part 200, Subpart F.

5. INSURANCE

- A. The Subrecipient shall have in effect at all times during the term of this Agreement, insurance or comparable self-insurance that is adequate to protect the County, its officers, employees, property, and equipment against the losses set forth below. The Subrecipient shall provide the County with a certificate of insurance or a certified copy of the insurance policy naming the County as an additional insured, or, if the Subrecipient is self-insured, shall provide the County with a letter

indicating that it is self-insured.

- B. The following types and amounts of insurance are required as minimums:
1. Workers' compensation and unemployment insurance as required by law.
 2. Unemployment insurance as required by Arizona law.
 3. Public liability, bodily injury, and property damage policies that insure against claims for liability for the Subrecipient's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Agreement and by lawful visitors of such clients. The limits of the policies shall not be less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
- C. Automobile and Truck Liability, Bodily Injury and Property Damages:
1. General liability, each occurrence; \$1,000,000
 2. Property damage; \$1,000,000
 3. Combined single limit; \$1,000,000
- D. Standard minimum deductible amounts are allowable. Any losses applied against insurance deductible are the sole responsibility of the Subrecipient.
- E. Professional Liability:
1. Insurance for the Subrecipient and its agents, employees, and other staff shall be maintained with coverage limits of \$1,000,000 per person, \$3,000,000 per occurrence.
 2. The Subrecipient agrees that in the event it, or any of its agents, employees, and other staff working under this Agreement, is named as a defendant in litigation, or is identified in a written notice of claim, wherein professional misconduct is alleged and such allegations arise under the services or terms of this Agreement, the Subrecipient will promptly notify the Department in writing. The duty to notify under this paragraph applies whether or not the County is alleged to be involved, is named as a party to the matter, or could be potentially liable as a party.
- F. The Subrecipient shall immediately inform the Department of any cancellation of its insurance or any decrease in its lines of coverage at least 30 days before such action takes place.
- G. In the event the Subrecipient is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Subrecipient is a State of Arizona agency, board, commission, or university, none of the above shall apply.

6. **SPECIAL REQUIREMENTS**

If the use of subcontractors is approved by the County, the Subrecipient agrees to use

written subcontracts or consultant agreements that conform to federal and state laws and regulations and the requirements of this Agreement appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Subrecipient. The Subrecipient is responsible for performance under this Agreement whether or not any subcontractors are used. The Subrecipient shall submit a copy of each subcontract to the County upon written request.

7. REPORTING REQUIREMENTS

If requested by the County, the Subrecipient shall submit annual progress reports on or before the third day of the month following the end of the reporting period.

8. SPONSORSHIP ACKNOWLEDGMENT

All promotional materials, brochures, and flyers prepared by the Subrecipient relating to this Agreement shall include the following statement, "Sponsored by Maricopa County Department of Public Health."

9. WRITTEN CERTIFICATION

A. WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

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

B. WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-394:

1. Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the Agreement, that it will not use:
 - i. the forced labor of ethnic Uyghurs in the People's Republic of China,
 - ii. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China,
 - iii. any Subrecipients, 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.

If Subrecipient becomes aware during the term of this Agreement that the Subrecipient is not in compliance with this paragraph, Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. If the Subrecipient fails to provide a written certification to the County that the Subrecipient has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end of the 180-day period, the agreement terminates on the agreement termination date.

10. REQUIREMENTS FOR SUBRECIPIENTS OF FEDERAL FUNDING OF NON-RESEARCH GRANTS AND COOPERATIVE AGREEMENTS:

A. Notice is hereby given that this Agreement is a result of funding received by the American Rescue Plan.

1. The County shall provide reasonable technical assistance to the Subrecipient 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 its actions and performance in compliance with the terms of this Agreement.

- B. Contracts must comply with the Reporting standards as presented by the US. Treasury Final Rule and work with Maricopa County to provide compliance information regarding labor certification documentation and keep records of employees funded through American Rescue Plan Act Funds separate and discrete.
 - 1. A Quarterly Reporting Calendar will be provided to the Subrecipient upon execution of the Agreement.
 - 2. Programmatic Compliance and Reporting monitoring process is required with the American Rescue Plan Act.
 - 3. Reporting dates and programmatic Quarterly Report deadlines follow the calendar year quarterly cycle. The Quarterly report will be due according to the date provides in the ARPA Reporting Calendar.

- C. Federal Regulations and Policies:
 - 1. Coronavirus State and Local Fiscal Recovery Funds- Final Rule (*31 CFR Part 35*) <https://www.ecfr.gov/current/title-31/subtitle-A/part-35>

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1. PURPOSE

The purpose of this Agreement is to increase access to heat relief in locations that are accessible to those most in need of services by increasing the number of heat relief locations and expanding heat relief center hours of operation to cover all regions of Maricopa County 7 days per week during high heat hours. The heat relief locations shall meet basic needs by ensuring air-conditioned space, hydration, and food are available to allow people to recover from heat exposure.

2. BACKGROUND

In 2005, the Heat Relief Network (HRN) was established in response to a heatwave responsible for 45 deaths in the month of July and more than 30 deaths among people experiencing homelessness. The HRN is a voluntary network of service providers, faith-based organizations, local governments, and non-profit organizations with the goal of preventing heat-related deaths and heat-related illness.

Tragically, the number of heat-related deaths has reached record numbers every year since 2014, with 425 deaths in 2022, a 25% increase from 2021. While data are still incomplete, the 2023 heat season was especially deadly, with at least 640 confirmed heat-related deaths. Of those deaths, 74% occurred outdoors and 45% were identified as experiencing homelessness, with an additional 13% having unknown housing status. The 2023 heat season was also the hottest season on record with 31 consecutive days and 54 total days over 110 °F, with several nighttime lows exceeding 90 °F.

According to the National Weather Service Climate Prediction Center Seasonal Temperature Outlook Forecasts released January 18, 2024, the 2024 heat season is predicted to be leaning toward above normal temperatures, underscoring the need to anticipate and prepare for extreme summer temperatures to prevent heat-related illnesses and deaths. The County's goal is to increase access to heat relief in locations that are accessible to those most in need of services by increasing the number of heat relief locations and expanding heat relief center hours of operation to cover all regions 7 days per week during high heat hours. The heat relief locations shall meet basic needs by ensuring air-conditioned space, hydration, and food are available to allow people to recover from heat exposure.

3. SCOPE OF WORK

Implementation of a Heat Relief Center (Cooling Center or Respite Center) must adhere to the minimum standards described in the sections below.

3.1 A Cooling Center is defined by the Heat Relief Network as an indoor, air-conditioned location that offers hydration.

3.1.1 Site staff must be present and visible in the cooling center area and accessible during hours of operation.

3.1.2 Clear Heat Relief Network signage must be visible from the street in compliance with local zoning ordinances.

3.1.3 Daily service hours for the cooling center must be clearly displayed, including any holiday hours as applicable.

3.1.4 Functioning air conditioning must be provided during hours of operation.

3.1.5 Space and accommodations for visitors to sit must be provided.

3.1.6 Bathrooms must be provided, operational, and accessible to all visitors of the cooling center.

- 3.1.7 Hydration must be made available either as bottled water or as an available container to fill with supplied water to take away.
 - 3.1.8 Cooling Center must be operational at a minimum from 9:00 am until 7:00 pm unless the Subrecipient has identified another heat relief center in the vicinity that will be open during those hours, and the plan has been approved in writing by County staff.
 - 3.1.9 Cooling Center must provide snacks (nutrient-rich recommended) during hours of operation.
- 3.2 A Respite Center is defined by the Heat Relief Network as an indoor, air-conditioned location that offers hydration and allows for uninterrupted rest, sitting, or lying down (depending on each facility) during hours of operation.
- 3.2.1 Site staff must be present and visible in the respite center area during hours of operation.
 - 3.2.2 Clear Heat Relief Network signage must be visible from the street in compliance with local zoning ordinances.
 - 3.2.3 Daily service hours for the respite center must be clearly displayed, including any holiday hours as applicable.
 - 3.2.4 Functioning air conditioning must be provided during hours of operation.
 - 3.2.5 Space and accommodations for visitors to sit or lie down must be provided.
 - 3.2.6 Uninterrupted rest (i.e., sleeping) must be allowed.
 - 3.2.7 Bathrooms must be provided, operational, and accessible to all visitors of the respite center.
 - 3.2.8 Hydration must be made available either as bottled water or as an available container to fill with supplied water to take away.
 - 3.2.9 Respite Center must be operational at a minimum from 9:00 am until 7:00 pm unless the Subrecipient has identified another heat relief center in the vicinity that will be open during those hours, and the plan has been approved in writing by County staff.
 - 3.2.10 Respite Center must provide snacks (nutrient-rich recommended) during hours of operation.
- 3.3 Days of Operation
- 3.3.1 Heat Relief Centers (Cooling Centers and Respite Centers) must be open at least one weekend day (Saturday or Sunday) per week. If multiple Heat Relief Centers are being funded in the city service area, a combination of hours and days of service among centers must be met to ensure 7 days per week of heat relief coverage. An exception for providing heat relief coverage from 9:00 am until 7:00 pm on Sundays will be considered on a case-by-case basis. Requests for exceptions must be approved in writing by County staff.
 - 3.3.2 If the locations of the Heat Relief Centers supported by this IGA are not open from 9:00 am until 7:00 pm Monday through Sunday (7 days per week), the Heat Relief Centers supported by this IGA must clearly display information about the nearest available Heat Relief Centers that supplement the days and/or hours. At a minimum, the information must include:
 - 3.3.2.1 Name of location
 - 3.3.2.2 Address of location
 - 3.3.2.3 Hours of operation
 - 3.3.2.4 Acceptance of non-service animals (i.e., pets)

3.3.2.5 How to obtain transportation to the center (e.g., 211)

3.4 Allowable Expenses Beyond the Minimum Standards Set Forth in Sections 3.1-3.3

- 3.4.1 Transportation services to/from Heat Relief Centers
- 3.4.2 Purchase of bottled water and/or refillable water bottles
- 3.4.3 Pet accommodations (e.g., food/water dishes, pet food, pet treats, pet leashes, pet beds)
- 3.4.4 Phone charging options (e.g., phone charging stations, extension cords, power strips, USB charging hubs, charging cables)
- 3.4.5 Storage for personal belongings (e.g., lockers, cabinets, bike locks) and/or medications (e.g., lock boxes, refrigerators)
- 3.4.6 Training for cooling and/or respite center staff (e.g., CPR/First Aid, De-escalation training, Dangers of Heat Exhaustion/Stroke, Cultural Competency)
- 3.4.7 Supplies
 - 3.4.7.1 Printed resources for individuals experiencing homelessness, food or energy insecurity, substance use, etc.
 - 3.4.7.2 Heat relief supplies including sunscreen, lip balm, hats, sunglasses, cooling towels, reusable water bottles/containers, and electrolyte powder packs
- 3.4.8 Purchase of any items not specifically listed above in Section 3.4 must be approved in writing by County staff.
 - 3.4.8.1 Rent, utilities, and administrative costs are allowed expenses.
 - 3.4.8.2 Emergency clothing, including shoes, is an allowed expense.
 - 3.4.8.3 Cots, mattresses, and related coverings are allowable expenses.

3.5 Expenses related to the following shall not be reimbursed:

- 3.5.1 Case management services
- 3.5.2 Security
- 3.5.3 Hotel vouchers

3.6 The Subrecipient shall comply with the following service requirements:

- 3.6.1 The Heat Relief Center must adhere to the minimum standards described in Section 3.1-3.3.
- 3.6.2 Ensure established Policies and Procedures are in place for service delivery.
- 3.6.3 Be responsible for hiring, managing, training, and terminating staff as necessary in accordance with established policy and procedures.
- 3.6.4 Report incidents that may involve a liability issue, require emergency response intervention, significant disruptions in services, or unusual or dangerous interactions which may leave the County open for public scrutiny. The Subrecipient will report incident to County staff by telephone as soon as possible within 24 hours following the occurrence and will provide a detailed incident report to County staff within 3 business days following the occurrence.
- 3.6.5 Background Checks for Employment Through Central Registry:
 - 3.6.5.1 The Subrecipients shall comply with A.R.S. § 8-804 (as may be amended) and hereby incorporated in its entirety as provisions of the Agreement.
 - 3.6.5.2 The Subrecipient shall make available Background Check information to County upon request.
- 3.6.6 Fingerprinting

- 3.6.6.1 The Subrecipients shall comply with and shall ensure that all Subrecipient's employees, independent Subrecipients, subcontractors, volunteers, and other agency comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks that relate to contract performance.
 - 3.6.6.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are 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 record checks are hereby incorporated in their entirety as provisions of this Agreement.
 - 3.6.6.3 The Subrecipients are responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal record checks relate to contract performance.
 - 3.6.6.4 The Subrecipient shall make available valid Fingerprint information to County upon request.
- 3.6.7 Safeguarding of Participant Information
- 3.6.7.1 The use or disclosure by the Subrecipient of any information concerning an applicant for or Subrecipient 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.
 - 3.6.7.2 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.
- 3.6.8 Service Description
- 3.6.8.1 Subrecipient will operate one Respite Center in Mesa adhering to the minimum standards set forth in Sections 3.2-3.3. With an approved exception for Sunday hours, the Respite Center will be open Monday through Saturday from 12:00 pm until 7:00 pm from May 20, 2024, through May 31, 2024, and will be open Monday through Saturday 10:00 am until 7:00 pm from June 1, 2024, through September 30, 2024. For the hour exceptions, additional sites in Mesa must be providing publicly accessible, advertised Heat Relief Centers every Monday through Friday 9:00 am until 12:00 pm May 20, 2024 through May 31, 2024 and every Monday through Friday 9am-10am June 1, 2024 through September 30, 2024.
 - 3.6.8.2 Subrecipient will operate one shower trailer a minimum of three days per week.

- 3.6.8.3 The location(s) and hours of Heat Relief Center(s) supported by this IGA must be provided in writing to the County by April 15, 2024, and must be approved before beginning operations as a Heat Relief Center.

4. RESPONSIBILITIES OF THE SUBRECIPIENT

4.1 Reporting

- 4.1.1 Monthly reporting to be submitted no later than the 25th calendar day of the month, following the close of the prior month (i.e., February 25th for January report) to include:
 - 4.1.1.1 Monthly Payment Request Form for reimbursement using a template provided by the County.
 - 4.1.1.2 Monthly Outcome Report Form provided by the County that reports progress on outcomes/performance measures.
 - 4.1.1.3 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.
 - 4.1.1.4 Share aggregate data at the request of County within 7 days.

4.2 Monitoring

- 4.2.1 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 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.
- 4.2.2 Subrecipient shall make Policies available for County review at time of monitoring.
- 4.2.3 The Subrecipient shall ensure any subcontractors' compliance with federal, state, and County requirements as they relate to the federal ARPA Fund Requirements.

5. RESPONSIBILITIES OF THE COUNTY

- 5.1 Provide timely payment of Subrecipient invoices on a monthly basis.
- 5.2 Respond to questions from the Subrecipient in a timely manner.
- 5.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration services under this Agreement.
- 5.4 Provide Monthly Payment Request Form, Outcome Report Form, and Final Report Form templates to the Subrecipient.
- 5.5 Provide a template for displaying information about nearest Heat Relief Centers for display when center(s) is closed.

6. **BUDGET SCHEDULE**

FUND SOURCES	
Sources	Total
Maricopa County-ARPA	\$235,464

PERSONNEL	
Salaries	
Heat Relief Director	\$22,680
Heat Relief Manager	\$16,800
Respite Center Staff	\$74,800
Salary Total	\$114,280
Employee Related Expenses (EREs)	
30% of salary	\$34,284
TOTAL SALARIES AND EREs	\$148,564

NONPERSONNEL	
Professional and Outside Services	\$0
Travel	\$0
Materials & Supplies	\$23,000
Communications/Telephone	\$500
Equipment	\$18,600
Space	\$39,800
Indirect	\$5,000
NONPERSONNEL TOTAL	\$86,900
PROJECT TOTAL	
	\$235,464

7. **PROJECT SCHEDULE**

Deliverable	Date	Comment
Location(s) and hours of Heat Relief Center(s) supported by this IGA provided to County in writing for approval	By April 15, 2024	
Approval of Heat Relief Center(s) location(s) and hours received from County	By April 22, 2024	County will provide approval status no later than April 22, 2024
Monthly Reporting Forms and Final Report Form templates	By April 15, 2024	City and County will have agreed upon and finalized Monthly Reporting Forms and Final Report Form templates
Staff hired and training delivered	By April 30, 2024	City and Subrecipients
Operations start date	May 20, 2024	Respite Center location is fully operational Monday through Saturday from 12:00 pm until 7:00 pm from May 20, 2024, through May 31, 2024

Operation hours expand	June 1, 2024	Respite Center location is fully operational Monday through Saturday from 10:00 am until 7:00 pm
Monthly Payment Form and Monthly Outcomes Form Submission	By June 25, 2024	
Monthly Payment Form and Monthly Outcomes Form Submission	By July 25, 2024	
Monthly Payment Form and Monthly Outcomes Form Submission	By August 25, 2024	
Provide plans for review for facility shutdown	September 1, 2024	Provide plans for shutdown date and service termination. Discuss final date of operations.
Monthly Payment Form and Monthly Outcomes Form Submission	By September 25, 2024	
Operations and service termination initial deadline	September 30, 2024	Standard heat season end date. Examine opportunity for extension based on funding and heat relief needs.
Monthly Payment Form and Monthly Outcomes Form Submission	By October 25, 2024	
Final Report Form initial deadline	October 25, 2024	Final report is due 25 days after the close of the standard heat season. If operations and service date is extended, the due date will be 25 days following the last date of operations

1. COMPENSATION

- A. The Subrecipient shall submit a detailed monthly invoice by the 25th day of the following month.
- B. The Department shall, within 30 working days from the date of receipt of Subrecipient's invoice, process and remit to the Subrecipient a warrant for payment. Should the Department make disallowance in the claim, the claim shall be processed to the reduced amount. The Subrecipient shall be notified at the address below in writing of the amount and reasons for any disallowances, and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment.
- C. Each Party assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, workers' compensation, and unemployment insurance benefits for its physicians, staff, agents, and employees, as well as any and all other mandatory governmental deductions or obligations.
- D. The Agreement amount is not-to-exceed \$235,464 for Year one (1). The Agreement amount is not-to-exceed \$235,464 per year for each of the subsequent years of the term and will be negotiated based on the County's need and the availability of funds.
- E. **Funding Source**
This Agreement is funded by and award under Assistance Listing Number, 21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS provided to the County through the US Department of the Treasury.

2. METHOD OF PAYMENT

- A. The Subrecipient shall submit one legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
- Company name, address, and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Quantity
 - Contract Item number(s)
 - Description of Purchase (services)
 - Pricing per unit of service
 - Extended price
 - Total Amount Due
- B. Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

- C. The Subrecipient must maintain and have available upon request supporting documents for each monthly reimbursement request, including invoices of costs incurred and expenditure reports.
- D. Subject to the availability of funds, the County will, within 30 days of receiving Subrecipient's invoice, process and remit to the Subrecipient a warrant for payment up to the maximum total allowable for services provided. Should the County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Subrecipient protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Agreement.
- E. The Subrecipient understands and agrees that the County will not honor any claim for payment submitted **six months** after the date of service. The Subrecipient understands and agrees that the County will not process any claim for payment for services rendered prior to the expiration date that is submitted sixty days after the expiration date without approval of the County.
- F. Payments made by the County to the Subrecipient are conditioned upon the timely receipt of applicable, accurate, and complete invoices submitted by the Subrecipient. The Subrecipient forfeits the right to reimbursement for costs incurred in any month for which it fails to meet the deadline for submitting the monthly reports, except if such failure is beyond the reasonable control of the Subrecipient.
- G. The Subrecipient shall submit monthly invoices to:

Maricopa County Department of Public Health
 _Bryan Stearley_____
 4041 N Central Ave, Suite_____
 Phoenix, AZ 85012
 E-mail: Bryan.Stearley@maricopa.gov

3. NOTICE

Any notice given under this Agreement shall be sent to the attention of the following:

Department
 Maricopa County Department of
 Public Health

Attn: Jessica Bell
 Jessica.Bell@maricopa.gov

Phoenix, AZ 85012

Public Health
 Grants and Contracts Unit
 Attn: Grants Administrator
 4041 N Central Ave, Suite 1400
 Phoenix, AZ 85012

Subrecipient
 The City of Mesa

Attn: Lindsey Balinkie
lindsey.balinkie@mesaaz.gov

Mesa, AZ

Attachment A

Federal Funding Information Summary – 2 CFR 200.332

Prime Awardee	Maricopa County
Unique Entity Identifier (UEI #)	LMK85MG1513K5
Federal Award Identification (Grant Number)	N/A
Subrecipient name (which must match the name associated with its unique entity identifier)	The City of Mesa, AZ
Subrecipient's unique entity identifier (UEI #)	E2Y8LRS18AU3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number)	N/A
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency	3/31/2021
Subaward Period of Performance Start and End Date	Start 04/01/2024; End 12/31/2026
Subaward Budget Period Start and End Date	Start 04/01/2024; End 12/31/2024
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount)	\$235,464
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts)	\$235,464
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$706,392
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	See Section III
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Maricopa County
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	21.027 – Coronavirus State and Local Fiscal Recovery Funds
Identification of whether the award is R&D	N/A
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	0%