



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

Agreement Amount: \$619,500

Agreement Start Date: April 1, 2023

Agreement Termination Date: September 30, 2026

Agreement Number: C-22-23-080-X-00

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

Unique Entity ID: ML1ZY81QDEW8

**1.0 PARTIES**

This financial Intergovernmental Agreement ("Agreement") is between the City of Peoria ("City" or "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."

**2.0 PURPOSE**

Through this Agreement the County seeks to expand shelter, and heat relief services and to provide court navigation services for individuals experiencing homelessness in Peoria, (the "Project".) The County shall provide Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds ("ARPA") for provision of shelter services at a minimum of 8 units of emergency shelter, hotel vouchers, heat relief kits and court navigation services.

**3.0 TERM OF AGREEMENT**

3.1 The term of this Agreement is from April 1, 2023 through September 30, 2026

3.2 This Agreement may be extended, as long as the Subrecipient is in compliance with the terms and conditions of this Agreement, and The extension shall be process as identified in Section 4.0 Amendments below.

3.3 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 City. 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**

- 6.1 The County shall provide the Subrecipient with a total of \$619,500 in ARPA Funds under Assistance Listing Number (ALN) 21.027 and provided to the County through the U.S. Department of Treasury.
- 6.2 Funding expenditures per fiscal year:
  - 6.2.1 FY2023 \$27,500
    - 6.2.1.1 \$27,500 heat relief kits and Hotel Vouchers
  - 6.2.2 FY2024 \$64,000
    - 6.2.2.1 \$64,000 Court Navigators
  - 6.2.3 FY2025 \$264,000
    - 6.2.3.1 \$64,000 Court Navigators
    - 6.2.3.2 \$200,000 shelter services
  - 6.2.4 FY2026 \$264,000
    - 6.2.4.1 \$64,000 Court Navigators
    - 6.2.4.2 \$200,000 shelter services

**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.
- 7.1 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 Statement of Work .
- 8.1.2 Ensure Subrecipient's 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 Subrecipient in a timely manner.
- 8.2.3 Provide technical assistance and training to Subrecipient 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 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.
- 9.1.1 by the 15<sup>th</sup> calendar day of the month after month close out
- 9.1.1 for costs incurred for the fiscal year, submit no later than the 15th of July each year.

### 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](mailto: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 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 the 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 2, 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 sixty (60) 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.
- 12.4 The Parties may terminate this Agreement for convenience upon 30 day's prior written notice. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

## 13.0 NOTICES

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

Subrecipient:  
City of Peoria  
Human Service Department  
Renee Ayres Benavidez, Manager  
(623) 773-7250  
[Renee.Ayres@peoriaaz.com](mailto:Renee.Ayres@peoriaaz.com)  
9875 N 85<sup>th</sup> Ave  
Peoria, AZ 85345

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

#### **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 Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient 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 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 a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall 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 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 other Party. 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.

#### **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 one hundred twenty (120) 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 the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
- 17.3 The County Representative shall respond in writing to the Subrecipient 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 the Subrecipient with 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 Subrecipient 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, Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

#### **18.0 SEVERABILITY**

In 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 ARPA 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 the 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 Subrecipient's subrecipient, 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 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 26 shall survive termination of this Agreement.

**25.0 INSURANCE**

The Subrecipient shall provide the 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 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.

**28.0 STAFF AND VOLUNTEER TRAINING**

The County may make available to the Subrecipient 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 Subrecipient or any of its subcontractors or subrecipients will include any expense for related to any religious activities.

**32.0 POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services contributed by the County or the Subrecipient or any Subcontractor 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 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 Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes 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 Subrecipient, 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 -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 agree 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. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. 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 Subrecipient 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/or 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 other Party 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 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 Subrecipient shall obtain statements from 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 Subrecipient 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 Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

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

- 47.2.1 The Subrecipient and their 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 this Subparagraph 47.2.2 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 their Vendor's employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 47.2.3 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 Subrecipient 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 50.0, in 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 this 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/or all of its 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 that 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 Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the County 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 Party 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 Party was 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 the following page]

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

APPROVED BY:  
THE CITY OF PEORIA

APPROVED BY:  
MARICOPA COUNTY

[Redacted Signature]

[Redacted Signature]

Henry Darwin  
City Manager

Clint Hickman  
Chairman of the Board of Supervisors

3/22/23  
Date

APR 26 2023  
Date

FOR

Attested to:

Attested to:

[Redacted Signature]

[Redacted Signature]

City Clerk

Juanita Garza, Clerk of the Board



3/23/2023  
Date

APR 26 2023  
Date

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 PEORIA UNDER THE LAWS OF THE STATE OF ARIZONA. APPROVED AS TO FORM:

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:

[Redacted Signature]

3-22-23  
Date

City Attorney

[Redacted Signature]

4-25-23  
Date

Kim Miles, Deputy County Attorney

## EXHIBIT A- STATEMENT OF WORK

### **1.0 Project Description and Program Goals:**

- 1.1 The Subrecipient shall implement the Project to provide services to homeless individuals that include:
  - 1.1.1 shelter services at a minimum of 8 shelter beds per year (2 years maximum); and
  - 1.1.2 35 heat relief hotel vouchers
  - 1.1.3 provide homeless court navigation services through the Misdemeanor Repeat Offender Program (MROP) for 3 years. ARPA funds shall also be utilized to
  - 1.1.4 distribute 100 heat relief kits between April through September 2023.

### **2.0 Scope of Work:**

The Subrecipient 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;
- 2.1.1 Implement a process to ensure individuals served are currently experiencing homelessness;
- 2.1.2 Hire, manage and train staff on Subrecipient's established policy and procedures.
- 2.1.3 Collaborate with Homelessness service partners/providers to coordinate additional services for individuals;.
- 2.1.4 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 incident 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.
- 2.1.5 Background Checks for Employment Through Central Registry
  - 2.1.5.1 The Subrecipient shall comply with A.R.S. § 8-804 (as may be amended) and hereby incorporated in its entirety as provisions of the Agreement.
  - 2.1.5.2 The Subrecipient shall make available valid Background Check information to County upon request.
- 2.1.6 Fingerprinting
  - 2.1.6.1 The Subrecipient shall comply with, and shall ensure that all Subrecipient'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.
  - 2.1.6.2 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 Contract.

2.1.6.3 The Subrecipient is 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.

2.1.6.4 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 Case management services including (but not limited to):

2.2.1.1 Program intake and coordinated entry

2.2.1.2 Move-in assistance and orientation

2.2.1.3 Crisis response

2.2.1.4 Comprehensive case plan for connection to benefits, services, housing, etc

2.3.2 Court diversion and navigation services

2.3.3 A minimum of 8 shelter beds annually

2.3.4 Transportation to heat relief centers

2.3.5 Water bottle distribution

2.3.6 Collaborate with Homelessness service partners/providers to coordinate services for clients.

## 2.4 Outcomes/Performance Measures

2.4.1 Number of individuals experiencing homelessness served

2.4.2 Number of individuals experiencing homelessness transported

2.4.3 Number of heat relief hours provided

2.4.4 Bottles water served

2.4.5 Total snacks provided

2.4.6 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., February 15th for January 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:

- 2.5.1.3 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
- 2.5.1.4 COC APR from HMIS
- 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 Subrecipient will provide full access, read only, to the project in HMIS for the purpose of monitoring client files no more than once per quarter. Subrecipient is responsible for notifying HMIS Lead Agency and granting access to Funder within 3 business days of monitoring notice.
- 2.6.4 County will conduct desk monitoring monthly when financial and programmatic reports are submitted.
- 2.6.5 The County will conduct desk 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.
- 2.6.6 Subrecipient will provide any ad hoc reports as requested by the County including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. 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 Annual Budget: Heat Relief Kits and Vouchers (1 year total)**

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	\$27,500

Line Item Expenditures	Total Service Cost	County Costs
Employee Related Expenses (ERE)	\$5,000	\$5,000
Material & Supplies (Heat Relief Kits)	\$17,500	\$7,500
Hotel Vouchers	\$15,000	\$15,000
<b>TOTALS:</b>	<b>\$37,500</b>	<b>\$27,500</b>

4.0 Annual Budget: MROP Court Navigator (3 years total)

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	\$192,000/\$64,000 Annually

Personnel						
Number of Positions	# of FTEs	Position Title	Total Annual Salary	% Allocated to this Contract	Total Service Cost	County Costs
1	1	MROP Court Navigator	\$64,000	100%	\$100,875	\$64,000
Line Item Expenditures					Total Service Cost	County Costs
Employee Related Expenses (ERE)					\$36,875	\$0
Professional Expenses					\$0	\$0
Phone/Communications					\$5,816	\$0
Client Expenses					\$0	\$0
Material & Supplies					\$750	\$0
Training					\$750	\$0
Transportation/Travel					\$3,000	\$0
<b>TOTALS:</b>					<b>\$111,191</b>	<b>\$64,000</b>

5.0 Annual Budget: Shelter Services (2 years total)

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	\$400,000/\$200,000 Annually

Personnel						
Number of Positions	# of FTEs	Position Title	Total Annual Salary	% Allocated to this Contract	Total Service Cost	County Costs
N/A						
Line Item Expenditures					Total Service Cost	County Costs
Employee Related Expenses (ERE)					\$0	\$0
Professional Expenses					\$600,000	\$200,000
Phone/Communications					\$0	\$0
Client Expenses					\$0	\$0
Material & Supplies (Heat Relief Kits)					\$0	\$0
Hotel Vouchers					\$0	\$0
Indirect Costs					\$0	\$0
<b>TOTALS:</b>					<b>\$600,000</b>	<b>\$200,000</b>

**6.0 Project Schedule: Heat Relief Kits and Vouchers**

<b>Project Milestone</b>	<b>Estimated Completion Date</b>	<b>Comments</b>
Necessary staff selected	April 2023	Working with service provider already contracted to provide street outreach to City of Peoria homeless population.
If subcontracting, provide the expected date to post and award for an RFP	N/A	
Operations start date	April 2023	April 1, 2023 – May 1, 2023 will be dedicated to setting up voucher process, which includes staff training. Order products and prepare heat relief kits. Train staff participating in heat relief efforts.
Full capacity operations start (If above was not 100%)	May 2023	Begin providing assistance to homeless individuals seeking overnight heat relief while subsequently connecting them to resources. Begin providing heat relief kits to homeless individuals.
Clarify any ramp up or ramp down time periods	October 2023	March 1, 2023 – April 30, 2023 will be dedicated to working with current street outreach service provider to set up voucher process and staff training. May 1, 2023 – September 30, 2023 vouchers will be provided to homeless individuals in need of respite from the heat. October 1, 2023 – October 31, 2023 will be dedicated to data collection and reporting to close out the program.

**7.0 Project Schedule: MROP Court Navigator**

<b>Project Milestone</b>	<b>Estimated Completion Date</b>	<b>Comments</b>
Necessary staff selected	Sept 2023	
If subcontracting, provide the expected date to post and award for an RFP	N/A	
Operations start date	October 2023	Citation and in-custody referrals for MROP candidacy, MROP Court conducted, diversion enrollment, etc.
Full capacity operations start (If above was not 100%)		Same as above

Clarify any ramp up or ramp down time periods	December 2026	Project cleanup and close out
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**8.0 Project Schedule: Shelter Services**

<b>Project Milestone</b>	<b>Estimated Completion Date</b>	<b>Comments</b>
Necessary staff selected	N/A	
If subcontracting, provide the expected date to post and award for an RFP	July 1	City funding will continue funding current contract
Operations start date	July 1	
Full capacity operations start (If above was not 100%)	January 2025	County funding will be utilized to maintain current contract
Clarify any ramp up or ramp down time periods	December 2026	Project cleanup and close out