AMENDED AND RESTATED
INTERGOVERNMENTAL GRANT AGREEMENT
NO. IGA-ARPA-PINAL-010124-01

Between the

STATE OF ARIZONA,
THE OFFICE OF THE GOVERNOR

And the

PINAL COUNTY

I. RECITALS

WHEREAS, A.R.S. § 41-101.01 authorizes the Arizona Office of the Governor ("GVA") to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona. The Catalog of Federal Domestic Assistance (CFDA)/Assistance Listing for all activity pursuant to this agreement is 21.027. The Federal Award Identification Number (FAIN) is SLFRP1962.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services, to jointly exercise any powers common to the public agencies, and for joint or cooperative action. GVA and PINAL COUNTY ("Grantee;" GVA and Grantee hereafter collectively referred to as the "Parties") previously entered into that certain Intergovernmental Grant Agreement No.IGA-ARPA-PINAL-010124-01 last executed on JANUARY 1, 2024 (the "Original Agreement").

WHEREAS, the Parties desire to amend, restate and supersede the Original Agreement in its entirety.

NOW THEREFORE, the Parties hereto agree to the following terms of this Amended and Restated Intergovernmental Grant Agreement ("Agreement").

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act ("ARPA"), specifically the Coronavirus State and Local Fiscal Recovery Fund, to Grantee to support COVID- 19 related activities in accordance with allowable State Fiscal Recovery Fund Expenditure Categories as outlined in the most current published Guidance.

Under this Agreement, Grantee's services must be provided in compliance with the rules of the ARPA. The most current published rules (Treasury's Coronavirus SLFRF Final Rule) can be found at: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds

III. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective January 1, 2024 and shall terminate on September 30, 2026, contingent upon funding.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The Office of the Governor agrees that regardless of its termination date with Grantee, Grantee may use the funds distributed under this Agreement to pay for any unpaid expenditures pursuant to this Agreement obligated prior to the date of notice of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall not be effective unless made in writing and signed by both parties. Any request to amend the budget, scope of work or agreement dates must be submitted 45 days prior to the end of the grant agreement.

If, prior to the completion of this Agreement, GVA and Grantee mutually agree to terminate this Agreement, then GVA may, at its discretion, assign or award the remaining services and funding, in whole or in part, to another entity to complete substantially similar work and Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

IV. TERMINATION FOR CONVENIENCE

Notwithstanding any provision of this Agreement to the contrary, GVA reserves the right to terminate this Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of written notice of termination pursuant to the preceding sentence, Grantee shall stop all work, as directed in the notice, notify all subcontractors or subgrantees of the effective date of the termination and minimize all further costs related to this Agreement. In the event of termination under this section, all documents, data and reports prepared by Grantee under this Agreement shall become the property of and be delivered to GVA upon demand. Grantee shall be entitled to receive just and equitable compensation for work completed, and materials or services accepted before the effective date of the termination.

Additionally, if GVA determines the award contemplated in this Agreement was not properly awarded to Grantee, then GVA may terminate this Agreement for convenience and may, at its discretion, assign or award the remaining services and funding, in whole or in part, to another entity to complete substantially similar work. Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

V. DESCRIPTION OF SERVICES

Grantee shall:

A. Utilize funding to mitigate the impacts of the COVID-19 pandemic as approved by GVA and will work with the Office of Strategic Planning and Budgeting ("OSPB") to complete the project.
B. Provide oversight and administration for programming in accordance with Attachment A project proposal.
C. Maintain a tracking of total expenditures and report to GVA on metrics to be established by GVA informed by discussion between Grantee and GVA.

VI. MANNER OF FINANCING

GVA shall:

A. Provide to Grantee a total amount of up to $15,000,000.00 for activities outlined in Section V.
B. Transfer funding to Grantee upon receipt of valid requests for reimbursement as the project is executed. Any unused funding pursuant to this agreement at the termination date shall be transferred back to GVA and the remaining balance of the Agreement de-obligated.
C. Questions regarding the appropriate use of the funds shall be resolved by mutual written agreement between Grantee and GVA.

D. Notwithstanding any provisions of this Agreement to the contrary, if, prior to completion of this Agreement, GVA determines that Grantee does not have the capacity to fully perform the scope of services as outlined in this Agreement and the project proposals incorporated herein, then GVA may, at its discretion, assign or award the remaining services and funding, in whole or in part, to another entity to complete substantially similar work and Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

Grantee shall:

A. Submit requests for reimbursement for actual expenses incurred by the program. Grantee shall submit these requests for reimbursement at a minimum of monthly but not more frequently than once per week.
B. Submit a financial report to request final reimbursement to the Office of the Governor no later than September 30, 2026.
C. Assure that all expenses, including any Travel-related costs, are in line with the State of Arizona Accounting Manual https://gao.az.gov/state-arizona-accounting-manual-saam, including any updates thereto.
D. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program.
E. As part of receiving these funds, all revenue received must remain in a singular dedicated fund and all expenditures must be made directly from the same.

VII. REPORTING REQUIREMENTS

Grantee shall submit quarterly programmatic reports to GVA for all expenditures incurred under this Agreement. The report deadlines are the 15th of the month following each Fiscal Quarter, e.g. January 1 – March 31 report period is due April 15.

Programmatic reports shall include, without limitation:

A. Progress on project specific metrics established by GVA and Grantee.
B. US Treasury Expenditure Code reporting requirements, as applicable.

VIII. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200.

IX. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. The Grantee warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions in their entirety. In the event of any conflict between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

X. INSURANCE AND INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or

court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the execution of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona. This indemnity shall not apply if the grantee or sub-grantee(s) is/are an agency, board, commission or university of the State of Arizona.

As the Recipient is a public entity, it shall provide a certificate of self-insurance delivered by mail, email or hand delivery to:

Governor's Accounting Office
1700 W. Washington St.
Suite 500
Phoenix, AZ 85007
procurement@az.gov

XI. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of GVA under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by GVA at the end of the period for which funds are available. No liability shall accrue to GVA in the event this provision is exercised, and GVA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XII. AUDIT

In accordance with A.R.S. § 35-214, Grantee shall retain and shall contractually require each Grantee and subgrantee to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by GVA at reasonable times. Upon request, Grantee shall produce the original of any or all such records.

XIII. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, GVA may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of GVA, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

XIV. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

A. Financial Management
B. Procurement
C. Personnel
D. Property
E. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

XV. UEI

Each recipient who is funded $25,000 or more must provide the following prior to an Agreement being executed: (a) Unique Entity Identifier (UEI) number for the fiscal agent; and (b) proof of current registration in the SAM.gov (SAM) website. SAM registration must be maintained for the term of the Agreement. SAM registration information may be found at https://sam.gov/content/home.

XVI. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Grantee is required to provide information to GVA for completion of FFATA reporting. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XVII. CHANGE ORDERS

This Agreement may be changed to allow for revisions or additions to the scope of work contemplated herein, which may require an increase or decrease in anticipated expenses. GVA and Grantee must mutually agree on any change order and GVA may, at its discretion, assign or award any remaining services and funding in whole or in part, to another entity to complete substantially similar work. Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

XVIII. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XIX. ORIGINAL AGREEMENT SUPERSEDED

As referenced in Section I, *supra*, the Parties hereby amend, restate and supersede the Original Agreement in its entirety.

XX. NOTICES

Grantee shall address all notices relative to this Agreement to GVA to:

Chris Shoop
Senior Grants Management Analyst
Governor's Office of Strategic Planning and Budgeting
1700 West Washington Street, Suite 600
Phoenix, Arizona 85007
Email: cshoop@az.gov

GVA shall address all notices relative to this Agreement to Grantee:

Heather Patel
Grants Manager
Pinal County-Office of Budget and Finance
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
Heather.patel@pinal.gov

IN WITNESS WHEREOF, the Parties hereto agree to execute this Agreement.

PINAL COUNTY

Mike Goodman — Date
Chairman of the Board

THE OFFICE OF THE GOVERNOR

Sarah Brown — Date
Director
Governor's Office of Strategic Planning & Budgeting

John McCleve — Date
Comptroller and CFO
Governor's Accounting Office