



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF EI MIRAGE**

County Contract #: \_\_\_\_\_  
City Contract #: \_\_\_\_\_  
Agreement Amount: \$15,000  
Agreement Start Date: January 1, 2024  
Agreement Termination Date: June 30, 2024

**1.0 PARTIES**

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

**2.0 PURPOSE**

- 2.1 The purpose of this Agreement is to establish a collaboration between the Parties focused on a strategy to reduce homelessness in the Agua Fria Wash (the “Program”). The City of El Mirage, Sun City, Sun City West, Waddell, Wittmann, Town of Youngtown and City of Surprise (“Subregional Partners”) are committed to provide outreach teams with needed resources to assist individuals who are unsheltered to transition into permanent housing.
- 2.2 Subregional Partners are working to address the needs of individuals that are utilizing the Agua Fria Wash as a campsite for temporary shelter. The Subregional Partners will ensure outreach teams are developed to assist individuals with services to transition into permanent housing.
- 2.3 Outreach will include a versatile combination of coordination of case management, mental health service connections and substance use support. Through a sustained targeted effort, this partnership endeavors to reduce local street homelessness in the areas as measured by the Point in Time count, an annual street and shelter count to determine the number of people experiencing homelessness in Maricopa County during a given point in time.

**3.0 TERM OF AGREEMENT**

- 3.1 The initial term of this Agreement is listed on page one of this Agreement.
- 3.2 This Agreement shall be effective upon approval and signature by both Parties.
- 3.3 Extensions must be in writing and approved and signed by both Parties. The City must provide notice of intent to renew the Agreement 60 calendar days prior to the end of the original or extended Agreement term, as applicable.

#### **4.0 AMENDMENTS**

Any changes to this Agreement shall be by written amendment signed by both Parties.

#### **5.0 FUNDING**

The City shall provide the County with \$15,000 for the Agreement term. Payments shall not exceed \$2,500 per month.

#### **6.0 AVAILABILITY OF FUNDS**

6.1 Should funding for Program activities be reduced for any reason and services are not funded, then the City may either accept a decrease in services offered by the County or terminate this Agreement.

6.2 If the City is unable to provide funding to support the Program, then the County has the right to either change the availability of or withdraw the services (or both).

#### **7.0 PAYMENTS**

Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a monthly invoice. County shall submit invoices and back up documentation for activities outlined in section 8.0. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year for which the City shall submit payment by July 5th. Payments shall be submitted to the Department's Finance Division at the address 234 North Central Avenue, Phoenix, Arizona 85004.

#### **8.0 RESPONSIBILITIES OF ORGANIZATIONS**

8.1 The County shall:

8.1.1 Assign outreach staff, either County staff or contracted agency staff to:

8.1.1.1 Provide outreach 7 days a week.

8.1.1.2 Collaborate with homelessness service agencies and other local partners to coordinate services for clients.

8.1.1.3 Complete information in HMIS (Homeless Management Information System). Ensure demographic data is entered on all persons contacted, and all activities assisted with under this Program in accordance with the local HMIS standards on data collection. Outreach staff must also enter latitude and longitude to log location where individuals were contacted.

8.1.1.4 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.

8.1.1.5 Ensure activities are designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of:

8.1.1.5.1 Engagement

8.1.1.5.1.1 Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs.

8.1.1.5.1.2 These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to

programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

#### 8.1.1.5.2 Case management

8.1.1.5.2.1 Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.

8.1.1.5.2.2 Eligible services and activities are as follows: using coordinated entry; conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

8.1.1.5.2.3 These services may be provided to clients staying in shelter via hotel or IHELP within the designated service area.

#### 8.1.1.5.3 Transportation

8.1.1.5.3.1 The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible.

#### 8.1.1.5.4 Administration of flex funds

8.1.1.5.4.1 Flexible spending account funds must be for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing. Priority given to clients currently sleeping outdoors and not in shelter.

8.1.1.5.4.2 Flex funds can be administered with up to \$2,500 per household per year.

8.1.1.5.4.3 Expenditures can include any of the following items (any items not on this list must receive prior approval from Maricopa County before purchase):

8.1.1.5.4.3.1 Hotel stays

8.1.1.5.4.3.2 Personal items needed to obtain or sustain housing (bed, silverware, clothing, etc.)

8.1.1.5.4.3.3 Legal fees for prior legal judgements or expunging legal judgements

8.1.1.5.4.3.4 Vehicle repairs or vehicle payments to prevent loss of employment

8.1.1.5.4.3.5 Housing search and placement

8.1.1.5.4.3.6 Rental application fees (when charged by the owner to all applicants)

8.1.1.5.4.3.7 Security deposits (no more than two month's rent)

- 8.1.1.5.4.3.8 Rent for the last month of a lease agreement
- 8.1.1.5.4.3.9 Utility deposits (when required by utility company for all customers)
- 8.1.1.5.4.3.10 Moving and storage costs for up to three months
- 8.1.1.5.4.3.11 Service Eligibility
- 8.1.1.5.4.3.12 Other items must be approved in writing by Maricopa County
- 8.1.2 Assign County Coordinator to be the primary liaison with City officials, local designees, and the street outreach team to effectively execute the Program. The Coordinator will:
  - 8.1.2.1 Work with local designees to coordinate services with local emergency services, parks and recreation, libraries, and other departments as outlined by the City.
  - 8.1.2.2 Act as a point of contact for the County to respond to escalated issues.
  - 8.1.2.3 Coordinate regular case conferencing meetings to improve service delivery of clients experiencing homelessness.
- 8.1.3 Provide the City with reports on a monthly basis on the 30<sup>th</sup> of the month for the previous month of activities containing the following data metrics:
  - 8.1.3.1 Summary of services provided:
    - 8.1.3.1.1 Outreach
      - 8.1.3.1.1.1 Total number of unduplicated contacts
      - 8.1.3.1.1.2 Total number of unduplicated clients engaged in the program
      - 8.1.3.1.1.3 Total number of positive exits
      - 8.1.3.1.1.4 Total number of clients that obtain receipt of outside benefits
      - 8.1.3.1.1.5 Total number of referrals received
      - 8.1.3.1.1.6 Response time: same day, 1 day and 2 or more days
    - 8.1.3.1.2 Flex funds
      - 8.1.3.1.2.1 Total number of applications received.
      - 8.1.3.1.2.2 Total number of applications processed.
      - 8.1.3.1.2.3 Total number of clients that obtained housing.
- 8.1.4 Collaborate with the City to establish a standard response time for outreach referrals to be reported monthly.

8.2 The City shall:

- 8.2.1 Work collaboratively with the County and other Subregional Partners in implementing the effort primarily through:
  - 8.2.1.1 Regular meetings to create strategic plans and to review progress.
  - 8.2.1.2 Facilitate Connection to key City departments and points of contact to further the goal of the effort.
  - 8.2.1.3 Identification of a primary point of contact to represent the City in strategic plans, progress, and escalated issues.
  - 8.2.1.4 Review data and findings to identify opportunities, where possible, for sustainability of services beyond the term of this contract.
- 8.2.2 Reimburse the County for eligible expenses outlined in Section 8.0.

**9.0 TERMINATION**

- 9.1 Under A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in

effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S § 38-511, the County 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 County from any other party to this Agreement arising as the result of this Agreement.

- 9.2 Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days prior notice in writing (unless terminated by the City under the Availability of Funds provision). The notice shall be given by either mail or via email to the persons listed in Section 10 (Notices) of this Agreement.
- 9.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
- 9.4 The City has the right to terminate this Agreement upon twenty-four (24) hour notice when the City determines that the health or welfare of the service recipients are endangered, or the County's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement shall terminate upon the expiration of the term stated on page one of this Agreement or expiration of any extended term described in Section 3.3.

## **10.0 NOTICES**

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

### County:

Name: TJ Reed  
Title: Homeless Initiatives Assistant Director  
Maricopa County Human Services Department  
234 N Central Avenue, Suite 3000  
Phoenix, AZ 85004  
Telephone: 602-317-7056  
Email: tj.reed@maricopa.gov

### City of El Mirage:

Name: Robert Nilles  
Title: Deputy City Manager  
Address: 10000 N. El Mirage Road, El Mirage, AZ 85335  
Telephone: 623-876-2955  
Email: rnilles@elmirageaz.gov

## **11.0 EMPLOYMENT DISCLAIMER**

- 11.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, 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.
- 11.2 The City agrees that no individual performing under this Agreement on behalf of City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. The City 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.

11.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City 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 City with respect to the foregoing.

**12.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

The use or disclosure by either Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The County 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.

**13.0 GENERAL INDEMNIFICATION**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") arising out of bodily injury (including death) of any person, property damage, or other claims for damages but only to the extent that such Claims, which result in vicarious/derivative liability to the Indemnitee, 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.

**14.0 NON-LIABILITY**

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, 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, and commissions be liable for purchases or contracts made by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions in connection with this Agreement.

The City and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, 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, and commissions be liable for purchases or contracts made by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions in connection with this Agreement.

**15.0 GENERAL LIABILITY INSURANCE EXCEPTION**

The County is a public entity and shall provide to the City a Certificate of Self-Insurance equal to:

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

## **16.0 COMPLIANCE WITH APPLICABLE LAWS**

16.1 Each Party shall comply with all applicable laws, ordinances, resolutions, executive orders, rules, regulations, standards, and codes of the federal, state, and local governments whether specifically referenced in this Agreement in performance and/or administration of this Agreement only. Specifically, the following apply:

16.1.1 Unless exempt under federal law, the Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4 (Executive Order 2009-09 superseded Executive Order 99-4 and amended Executive Order 75-5), which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. The Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

16.1.2 The Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. The Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

16.1.3 The Parties shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status, or status with regard to the benefits of, or participation in, or use of the programs, services, and activities.

16.1.4 Each Party warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that:

16.1.4.1 The Parties 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.

16.1.4.2 A breach of a warranty under this Section 17.1.4 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and

16.1.4.3 The Parties retain the legal right to inspect the papers of any contractor or (sub)contractor or vendor employee who works on this Agreement to ensure that the Parties are complying with the warranty provided under subsections listed above and that the Parties agree to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

## **17.0 RIGHTS/OBLIGATIONS OF PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing in this Agreement shall affect the legal liabilities of either Party by imposing any standard of care different from the standard of care imposed by law.

## **18.0 WAIVER OF TERMS, CONDITIONS, AND DEFENSES**

The failure of either Party to insist in any one or more instances on performance of any of the terms and conditions of, or to exercise any rights or privileges contained in, this Agreement shall

not be considered as waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County in any state or federal court.

**19.0 ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions besides those contained in either this Agreement or in any written amendments approved and signed by both Parties.

**20.0 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.

**21.0 SEVERABILITY**

The Parties agree that should any part of this Agreement be held invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding on the Parties.

**22.0 CHOICE OF LAW; VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The proper venue for any proceedings relating to this Agreement shall be Maricopa County, Arizona.

**23.0 AUTHORIZATION**

Each Party warrants to the other Party that the appropriate governing body of the Party has authorized approval and signature of this Agreement.

*[Signatures are contained on following page]*

