

**AMENDMENT NO. 2
TO THE AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT
AND
CITY OF EL MIRAGE**

- I. Maricopa County (“County”) administered by its Human Services Department and the City of El Mirage (“City”) fully executed a financial Intergovernmental Agreement (“Agreement”) on or about December 28, 2023. The purpose of the Agreement is to establish a collaboration between the Parties to reduce homelessness through the County’s “Hand in Hand” Program (the Program). The Program will provide outreach teams to assist individuals who are unsheltered transition into permanent housing, including coordination of case management; mental health service connections and substance use support. Under the Agreement, the City provides funds to the County for program service delivery. The Agreement term is January 1, 2024, through June 30, 2024. The County and the City collectively are referred to as the “Parties” and individually as the “Party.”

The parties entered into Amendment No. 1 on or about July 16, 2024. The Amendment extended the Agreement through June 30, 2025, revised Paragraph 5.0 (Funding), by removing in its entirety to update funding to the County in the amount of \$30,000 for the Agreement term which shall not exceed \$2,500 per month. The County point of contact was updated.

- II. The Parties now agree to enter into this Amendment No. 2 to amend the Agreement as authorized by Section 4.0 (Amendments). The Amendment No. 2 addresses the following items:
- A. Extend the Agreement term from July 1, 2025, through June 30, 2026.
- B. Revise Section 5.0 (Funding) to amend the Agreement as follows:
The City shall provide the County with \$30,000 as defined in Attachment A, Budget for the Agreement term.
- C. Revise Section 8.0 (Responsibilities of Organizations), by removing in its entirety and replacing it with the following:
- 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, a minimum of 8 hours a day.
- 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 other shelter service providers 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 \$5,000 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 Diversion to another sheltered location (bus ticket to family, friend in another jurisdiction or state.)
- 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 Costs associated with pet rent, pet fees and/or pet related costs that are a barrier to housing or shelter services.
- 8.1.1.5.4.3.12 Service Eligibility
- 8.1.1.5.4.3.13 Other housing related costs that are a great burden or barrier to remaining sheltered

(household furniture like a mattress, cookware); these must be approved in writing by Maricopa County Homeless Initiatives staff.

8.1.1.5.4.3.14 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 30th 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.

D. Update Section 10.0 (Notices) as follows for Maricopa County:

Maricopa County Human Services Department
 KateLynn Dean, Homeless Initiatives Program Manager
 Community Resilience Division
 234 N. Central Avenue, STE 3000
 Phoenix, AZ 85004
 602-657-0361
katelynn.deam@maricopa.gov

E. Revise Section 15.0 (General Liability Insurance Exception), by replacing with the following language:
 Each Party is a public entity and shall provide the other Party a Certificate of Self-Insurance. The City will send their Self-insured certificate of insurance to HSDcontracts@maricopa.gov. Both Parties Certificates of Self-Insurance shall be equal to:

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

F. Add the following Sections to the Agreement:

24.0 ADMINISTRATIVE CHANGE ORDERS

- 24.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:
 - 24.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 24.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
 - 24.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - 24.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report

formats required by the federal, state or local regulations, policies, or requirements.

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

If the City 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.

26.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

27.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

27.1 The City warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

27.1.1 the forced labor of ethnic Uyghurs in the People's Republic of China.

27.1.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

27.1.3 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.

27.2 If the City becomes aware during the term of the Agreement that the City is not in compliance with this paragraph, the City shall notify the County within five business days after becoming aware of the noncompliance. Failure of the City to provide a written certification that the City 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.

28.0 FORCE MAJEURE

28.1 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.

28.2 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.

28.3 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.

III. Section II above contains all the changes to the Agreement made by this Amendment No 2. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 2 is subject to and incorporates the provisions of A.R.S. § 38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 2, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

FOR CITY OF EL MIRAGE:

FOR MARICOPA COUNTY:

Alexis Hermosillo Date
Mayor

Thomas Galvin, Chairman Date
Board of Supervisors

Attested to:

Attested to:

Jill Boltz, City Clerk Date

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED CITY ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF EL MIRAGE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952 THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY WHO HAS DETERMINED THAT IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

Deputy County Attorney Date

ATTACHMENT A: BUDGET

Fiscal Year 2026

HAND IN HAND- EL MIRAGE - ANNUAL BUDGET				
NUMBER OF POSITIONS	POSITION TITLE	SALARY PER POSITION	TOTAL SERVICE COST	CITY OF EI MIRAGE COST
5	Street Outreach Case Managers	\$59,690.20	\$298,451.00	\$30,000.00