

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

Agreement #: _____

Agreement Start Date: July 1, 2020

Agreement End Date: July 31, 2020

Agreement Amount: \$72,401

1.0 PARTIES

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

2.0 PURPOSE

The purpose of this Agreement is for the Parties to work cooperatively to assist individuals experiencing homelessness. The Parties will work to provide temporary housing to prevent exposure to the COVID-19 health pandemic. The County shall provide the City with a not-to-exceed amount of \$72,401 for services identified in Section 6 (Responsibilities) below.

3.0 TERM

3.1 The term of this Agreement is for one month following the Start Date.

3.2 This Agreement shall be effective, upon approval and signature by both Parties, as of July 1, 2020.

4.0 AMENDMENTS

All amendments and modifications to this Agreement shall be in writing and approved and signed by authorized signers for both Parties.

5.0 TERMINATION

5.1 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 is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of this 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.

5.2 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 under

Section 12.0 (Availability of Funds). The notice shall be given by either personal delivery or registered/certified mail, postage prepaid and return receipt requested, to the person(s) at the addresses set for in Section 16.0 (Notices) of this Agreement.

- 5.3 This Agreement may be terminated by mutual written agreement of the Parties. The written agreement shall specify the termination date.
- 5.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County determines that the health or welfare of the homeless individuals are endangered or the City has not complied with the terms of the Agreement.
- 5.5 If not terminated by one of the above methods, this Agreement shall terminate on the End Date stated on page one of this Agreement or expiration of any extended term described in Section 3.3.

6.0 RESPONSIBILITIES

- 6.1 The Parties will work to secure overflow beds for homeless individuals by providing temporary shelter. A referral and placement process will be established to ensure:
 - 6.1.1 The Facility shall be available during the current COVID-19 health pandemic.
- 6.2 The City agency shall:
 - 6.2.1 Procure hotel space as temporary housing to prevent exposure to the COVID-19 health pandemic for individuals experiencing homelessness and be responsible for the procurement and management of security services;
 - 6.2.2 Refer vulnerable clients to the Facility for placement;
 - 6.2.3 Accept responsibility for clients placed within the Facility during the time the clients occupy rooms at the Facility, which responsibility includes any damages made by clients to the Facility and its property;
 - 6.2.4 Identify a City Point of Contact to oversee activities and coordinate services for clients in the Facility;
 - 6.2.5 Provide check-in, check-out, case management, and navigation services for clients in the Facility;
 - 6.2.6 Maintain a list of clients and the specific rooms they occupy;
 - 6.2.7 Provide and coordinate meals/food for clients placed at the Facility; and
 - 6.2.8 Notify the County if clients have become COVID-19 symptomatic or COVID-19 positive (or both) while occupying rooms at the Facility.
- 6.3 The County shall:
 - 6.3.1 Reimburse the City for up to 12 hotel rooms that are occupied by homeless individual in an amount not-to-exceed \$43,982; and
 - 6.3.2 Reimburse the City for security services to be provided in the specified hotel location in a not-to-exceed amount of \$28,419.
- 6.4 Invoicing and Reimbursements
 - 6.4.1 The County shall reimburse the City on a cost reimbursement basis;
 - 6.4.2 The City shall submit monthly invoices to hsdfinance@maricopa.gov. Invoices must include:
 - 6.4.2.1 Proof that security and hotel payments have been made; and

6.4.2.2 The County shall reimburse the City on a Net zero payment standard.

7.0 REPORTING

The City shall utilize the Homeless Management Information Systems (HMIS) to report/register homeless individuals.

8.0 CONFIDENTIAL INFORMATION

The use or disclosure by either Party of any information concerning a homeless individual is strictly limited to the conduct of this Agreement. The City and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of all information, just as they would safeguard their own confidential information.

9.0 COMPLIANCE WITH APPLICABLE LAWS

9.1 The City shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and local governments whether specifically referenced in this Agreement. Specifically, the following apply:

9.1.1 Unless exempt under federal law, the City 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. 2009-09, 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 City 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 City shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

9.1.2 The City 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 City 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 which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

9.1.3 The City 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.

10.0 RELATIONSHIPS

The City is not the agent of the County for any purposes under this Agreement, and it will make no representations of any such agency.

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 Parties agree that no individual performing work under this Agreement by or on behalf of the City is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual.
- 11.3 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 associated taxes and premiums concerning such employees and shall save and hold the County harmless with respect to the foregoing.

12.0 AVAILABILITY OF FUNDS

Should funding for program activities be reduced for any reason and activities and services are not funded, then a Party may either accept a decrease in services offered by the other Party or terminate this Agreement (or both).

13.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

- 13.1 The City certifies to the best of its knowledge and belief, that it and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, board, committees, and commissions:
 - 13.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 13.1.2 Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 13.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraphs above; and
 - 13.1.4 Have not within a three-year period had one or more public transactions (federal, state, or local) terminated for cause or default.

14.0 NON-LIABILITY

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 City 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 City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

15.0 GENERAL INDEMNIFICATION

- 15.1 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) ("Claims") arising out of bodily injury (including death) of any person or property damage, 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.

15.2 Additionally, the City shall indemnify, defend, and hold harmless the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions from and against all Claims either arising from or related to breach of this Agreement by the City and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

16.0 NOTICES

Any notice or other communication required under this Agreement shall be in writing and shall be duly given to the Party at the address set forth below:

MARICOPA COUNTY

Name and title: Rachel Milne, Assistant Director
Address: 234 North Central Avenue, Suite 3000, Phoenix, Arizona 85004
Phone number: 602-372-1528
Email Address: rachel.milne@maricopa.gov

CITY

Representative Name and title: _____
Address: _____
Phone: _____
Email Address: _____

17.0 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.

18.0 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.

19.0 ASSIGNABILITY AND SUBCONTRACTING

No rights, liabilities, obligations, or duties under this Agreement may be assigned, delegated, or subcontracted, in whole or part, without the prior written approval of the County. The City shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County approves the assignment, delegation, or subcontract or agrees otherwise.

20.0 WRITTEN CERTIFICATION UNDER 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 City certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of

goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

21.0 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.

22.0 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.

23.0 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.

24.0 SEVERABILITY

The Parties agrees 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.

25.0 EXECUTION OF AGREEMENT/COUNTERPARTS

This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall form a single instrument.

26.0 AUTHORIZATION

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

[Signature on following page]

