RESOLUTION NO. 2621

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE HAND-IN-HAND PROGRAM TO REDUCE HOMELESSNESS IN THE AMOUNT OF $5,000 FOR FISCAL YEAR 2026, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Tolleson ("City") and Maricopa County ("County"), through its Human Services Department, desire to collaborate in addressing homelessness in the region through the Hand-in-Hand Program; and

WHEREAS, the Intergovernmental Agreement ("IGA") establishes a partnership to provide outreach services, case management, and housing-focused assistance for unsheltered individuals in Tolleson and surrounding communities, and pursuant to A.R.S. §§ 9-240 and 11-952, the City is authorized to enter into such intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, for the Hand-in-Hand Program is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 23rd day of September, 2025.

____

Juan F. Rodriguez, Mayor

ATTEST: _______________________________________

Crystal Zamora, City Clerk

APPROVED AS TO FORM: _______________________________________

Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2621

[Intergovernmental Agreement]

See following pages.

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

Agreement Amount: $5,000
Agreement Start Date: July 1, 2025
Agreement Termination Date: June 30, 2026
Agreement Number:___________________________
UEI Number: ZCKJW4NFBEE6

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Tolleson (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 with an added focus in wash and canal areas (e.g. Agua Fria, Skunk Creek, and New River).The Cities including, but not limited to, Tolleson, Peoria, Surprise, Sun City, Sun City West, Waddell, Wittmann, Town of Youngtown and City of El Mirage (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 wash and canal areas as campsites 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.

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 the funding amount defined in Attachment A, Budget, for the Agreement term. The Budget has been developed between the Parties and is incorporated into this Agreement.

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 <u>The County shall</u>:

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 provider 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 <u>The City shall:</u>

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 made against the Budget specified in Attachment A.

9.0 TERMINATION

9.1 Under A.R.S. §38-511, either Party 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 other Party 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, a 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 Party 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 3.0

9.5 The County understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

10.0 NOTICES

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

<u>County:</u>
Name: KateLynn Dean
Title: Homeless Initiatives Program Manager
Maricopa County Human Services Department
234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 602-506-4652
Email: katelynn.dean@maricopa.gov

<u>City of Tolleson:</u>
Name: George Good (Primary)
Title: Human Services Director
Address: Tolleson Civic Center, 9055 W. Van Buren St. Tolleson, AZ 85353
Telephone: 623-936-2717
Email: george.good@tolleson.az.gov

Name: Marc Simmons (Secondary)
Title: Human Services Supervisor
Address: Tolleson Civic Center, 9055 W. Van Buren St. Tolleson, AZ 85353
Telephone: 623-936-2709
Email: marc.simmons@tolleson.az.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, and committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

13.0 RECIPROCAL 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 all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert fees and other litigation costs) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, property damage, or bodily injury (including death) of any person, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor or any of its officers, officials, agents, representatives, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 13.0 shall survive termination of this Agreement.

14.0 LIMITATION ON LIABILITY

The Parties hereby mutually agree that each Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the other Party 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 , nor shall the Parties and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the other Party 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.

15.0 INSURANCE

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

General Aggregate: $3,000,000
Each Occurrence Limit: $1,000,000

1. Mail COI to:
Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

2. Cancellation and Expiration Notice:
Applicable to all insurance policies required within the insurance requirements of this contract, (insert party name) insurance shall not be permitted to expire, be suspended, be canceled, without 30 days prior written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department and shall be mailed, or hand delivered to 234 N. Central Avenue, Phoenix, AZ 85004, or emailed to the Human Services representative noted in the Contract.

16.0 EQUAL EMPLOYMENT OPPORTUNITY

16.1 The Parties 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.

16.2 The Parties 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.

16.3 The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.

16.4 The Parties shall post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.

16.5 The Parties shall and shall cause their respective contractors and subcontractors to comply with:

16.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

16.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*).

16.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

16.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

16.5.5 Arizona Executive Order 2009-09, as amended, *et seq*. which mandates that all persons shall have equal access to employment opportunities.

16.6 The Parties shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions is binding and a requirement of this Agreement.

17.0 IMMIGRATION LAWS AND REGULATIONS

17.1 Federal Immigration and Nationality Act

17.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (“IRCA”). The City 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.

17.1.2 By entering into this Agreement, the City 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 City 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 City 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.

17.1.3 The County may request verification of compliance for any employee, contractor or subcontractor performing work under the Agreement. Should the County suspect or find that the City or any of its contractors or 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 City. All costs necessary to verify compliance are the responsibility of the City or its contractors or subcontractors.

17.2 **Arizona Law**: The Parties warrant that they are in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge that:

17.2.1 The Parties and their respective 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;

17.2.2 A breach of a warranty under Subparagraph 17.2.1 shall be deemed a material breach of this Agreement and either Party may immediately terminate this Agreement without liability; and

17.2.3 The Parties and any respective contracting government entity retain the legal right to inspect the papers and employment records of the other Party or its Vendor’s or Subcontractor’s employees who work on this Agreement to ensure that the other Party or Subcontractor or Vendor is complying with the warranty provided under Subparagraph 17.2.1 and that the Parties mutually agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

18.0 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.

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 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

21.0 FORCE MAJEURE

21.1 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.

21.2 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.

21.3 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.

22.0 SYSTEM FOR AWARD MANAGEMENT

The City 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. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

23.0 ADMINISTRATIVE CHANGE ORDERS

23.1 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:

23.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

23.1.2 Modifications to Budget line items if the Agreement amount remains unchanged;
23.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
23.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

24.0 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

24.1 The Parties agrees that this Agreement and their 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;

24.2 The City 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 City and copies provided to County upon request; and

24.3 The Parties shall insert the substance of this clause, including this Paragraph 24.0, in all subcontracts over the agreed upon simplified acquisition threshold ($250,000 as of June 2021).

25.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Parties 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*, and OMB Circulars.

26.0 RETENTION OF RECORDS

26.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the City that are related to this Agreement.

26.2 The City shall retain all records relevant to this Agreement for six (6) years after project closeout 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 shall have full access to, and the right to examine, copy, and make use of any and all of the records. Any such access shall be coordinated with the City, which shall include, without limitation, restricting audits to the normal business hours of the City and being accompanied with City staff while on site.

27.0 ADEQUACY OF RECORDS

If the City's books, records and other documents related to this Agreement are not reasonably sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the City shall reimburse the County for the services not supported and/or documented.

28.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

28.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the City to the terms of this Certification. The City, 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:

28.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

28.1.2 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

28.1.3 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 21.1.2 above; and

28.1.4 Have not, within a three-year period preceding the Start Date of this this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

The City 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.

29.0 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.

30.0 DISPUTES

30.1 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 ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

30.2 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 expiration of the informal dispute resolution process described above in 30.1.

30.3 The County Representative shall respond in writing to the City 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 City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.

30.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.

30.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

If the Parties fail to come to a resolution through the dispute process set forth in this Section 30.0, either Party may pursue formal litigation.

31.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Parties agree 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.

32.0 LOBBYING

32.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Parties 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.

32.2 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 Party shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

33.0 RELIGIOUS ACTIVITIES

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

34.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

35.0 COVENANT AGAINST CONTINGENT FEES

The City 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.

36.0 RECOGNITION OF COUNTY SUPPORT

The City shall give recognition to the County and the funding source for its support when the City publishes materials or releases public information that is paid for in whole or in part with funds received by the City under this Agreement.

37.0 ASSIGNMENT AND SUBCONTRACTING

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.

38.0 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 Cities or Subcontractors at all tiers.

39.0 ADMINISTRATIVE REQUIREMENTS

39.1 Accounting Standards – The City 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 City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

39.2 Documentation and Record Keeping - The City agrees to comply with this Agreement and the following record keeping requirements:

39.2.1 Records to be maintained – The City shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;

39.2.2 Property Records - The City 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.

40.0 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 City certifies it is not currently engaging in and agrees for the duration of this Agreement not to 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.

41.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

41.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

41.2 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.

41.3 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:

41.3.1 Non-performance of any obligations required by this Agreement.

41.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

41.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.

41.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.

41.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:

41.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against any Party 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.

41.4.2 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.

41.5 Each Party 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.

42.0 SINGLE AUDIT ACT REQUIREMENTS

The City 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 City 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 City shall take corrective action within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the City is not in compliance with the audit requirements.

43.0 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.

44.0 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.

45.0 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.

46.0 AUTHORIZATION

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

47.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

47.1 The Parties mutually warrant and certify that they do not currently, and agree for the duration of this Agreement that they will not use:

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

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

47.1.3 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.

47.2 If either of the Parties become aware during the term of this Agreement that they are not in compliance with this paragraph, the Party(ies) shall notify the other within five business days after becoming aware of the noncompliance. Failure of either Party to provide a written certification that the other Party has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

48.0 ACRONYMS AND DEFINITIONS

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

[*Signatures are contained on the following page*]

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

FOR THE CITY OF TOLLESON:

Juan F. Rodriguez, Mayor Date

Attested to:

Crystal Zamora, City Clerk 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 TOLLESON UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

City Attorney Date

FOR MARICOPA COUNTY:

Thomas Galvin, Chairman Date
Board of Supervisors

Attested to:

Juanita Garza, Clerk of the Board Date

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:

Deputy County Attorney Date

ATTACHMENT A: BUDGET

Fiscal Year 2026

HAND IN HAND- TOLLESON - ANNUAL BUDGET				
NUMBER OF POSTIONS	**POSITION TITLE**	**SALARY PER POSITION**	**TOTAL SERVICE COST**	**CITY OF TOLLESON COST**
5	Street Outreach Case Managers	$59,690.20	$298,451.00	**$5,000**