



INTERGOVERNMENTAL AGREEMENT AMENDMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

1789 W. Jefferson, 4th Floor
Phoenix, Arizona 85007
(602) 542-2222

CONTRACTOR (Name and Address):	Services Description:	Emergency Rental Assistance Program
Pinal County 970 N. Eleven Mile Corner Rd. Casa Grande, AZ 85194	Agreement Number:	DI21-002310
	Amendment Number:	Three (3)

Pursuant to the Intergovernmental Agreement (IGA) Section 9.0 Amendment, the parties hereby agree to amend the Agreement as follows:

1. To extend the IGA for the period of July 1, 2023 through September 30, 2023.
2. To amend the IGA as follows:

Section 12.3 is revised as follows:

12.3 Any funds not expended for the administration of the program will be returned to the Contractor **at the end of the program.**

CONTINUE TO THE NEXT PAGE

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECTS. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS AMENDMENT ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

Agency Name Arizona Department of Economic Security	Name of Contractor
Authorized Signature	Authorized Signatory
Type Name	Type Name
Title Chief Procurement Officer	Title
Date	Date
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.	
ARIZONA ATTORNEY GENERAL'S OFFICE ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE	DATE



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Section 13.2 is revised as follows:

- 13.2** All notices, reporting, funding, and Correspondence to ADES regarding this agreement shall be sent to the following address:

ADES
ATTN: Jamie Zimmerman
Division of Community Assistance and Development
Mail Drop 4271
1789 W. Jefferson St.
Phoenix, AZ, 85007
Email: jzimmerman@azdes.gov

Intergovernmental Agreement (IGA)

Agreement No.: DI21-002310

Description: Emergency Rental Assistance Program (ERAP)



1.0 ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) VISION AND MISSION STATEMENTS

- 1.1. ADES Mission: The ADES makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.
- 1.2. ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.

2.0 PURPOSE OF AGREEMENT

- 2.1. In response to the COVID-19 Pandemic, Title V of the Federal Fiscal Year 2021 Consolidated Appropriations Act (Subtitle A, Section 501) and the American Rescue Plan Act of 2021 authorized the local administration of financial rent and utility relief for Arizona renters and landlords. ADES has created a unified approach to the administration of these programs for local jurisdictions by creating a single ERAP to be operated by ADES. This agreement provides Contractor with access to the ERAP.

3.0 DEFINITIONS

- 3.1. Applicant: An Individual or business entity that requests emergency rent or utility assistance through the ADES ERAP.
- 3.2. Client: An individual that receives emergency rent or utility assistance through the ERAP.
- 3.3. ERAP or Program: The ADES Emergency Rental Assistance Program that provides financial rent and utility assistance to eligible Arizonans in need.

4.0 SERVICE DESCRIPTION

- 4.1. ADES is contracting with Contractor to provide local jurisdiction constituents emergency rent and utility assistance through the ADES ERAP, ("the Service"). Services include, but are not limited to, application intake, identity verification, inbound and outbound call handling, eligibility determination, payment processing, and reporting.

5.0 PROGRAM ELIGIBILITY

- 5.1. Eligibility for the ERAP will be conducted in accordance with the requirements of Title V of the Federal Fiscal Year 2021 Consolidated Appropriations Act (Subtitle A, Section 501), the American Rescue Plan Act of 2021 and the ADES ERAP policy and procedures prior to the provision of services. Eligibility will include determination of family size, family income, employment status, and risk of experiencing homelessness. Services shall comply with the applicable Federal and State regulations and State policies.

6.0 RESPONSIBILITIES

The Contractor and ADES agree as follows:

- 6.1. The Contractor shall:
 - 6.1.1. Transfer federal Consolidated Appropriation Act, 2021 and American Rescue Plan Act of 2021 emergency rental assistance allocation to ADES for the administration of the ERAP.
 - 6.1.2. Perform marketing and outreach activities for its local jurisdiction.
 - 6.1.3. Provide prospective Applicant's information regarding Program eligibility and how to apply.
- 6.2. ADES will:
 - 6.2.1. Administer the ERAP to provide emergency rent and utility assistance to the Contractor's Applicants based on eligibility and in accordance with ADES ERAP policy and procedures.
 - 6.2.2. Implement and maintain an online portal to facilitate electronic application intake and identity verification.

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- 6.2.3. Make available paper applications to be submitted at an ADES local office or by mail.
 - 6.2.4. Maintain confidential information in a secure location.
 - 6.2.5. Operate an ERAP hotline to assist Applicants with their applications, identity verification, and questions regarding the Program.
 - 6.2.6. Adjudicate the eligibility of Applicants.
 - 6.2.7. Notify Applicants of eligibility determination.
 - 6.2.8. Remit rent and utility assistance payments by Automated Clearing House (ACH) transfer or by check. Payment processing files will be transmitted daily.
 - 6.2.9. Provide an appeal process in the event a decision is disputed by the Applicant
 - 6.2.10. Collect and report on required client data as required per section 501 of the Consolidated Appropriations Act, 2021 (P.L. 116-260) to include:
 - a) Number of applications received by ADES by jurisdiction;
 - b) Number of applications determined eligible;
 - c) Number of payments remitted by type (i.e., rent, utility assistance, or both);
 - d) The amount of assistance provided per eligible household;
 - g) Household income and demographics
 - 6.2.11. Provide designated local jurisdiction staff access to the online portal reporting dashboard.
 - 6.2.12. All payment processing to clients, landlords, utility companies, and any other beneficiaries.
- 7.0 EXTENSION**
- 7.1. This agreement may be extended through a mutual written amendment.
- 8.0 TERMINATION**
- 8.1. This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
 - 8.2. Each Party shall have the right to terminate this agreement by personal delivery or by certified mail, return receipt requested, to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- 9.0 AMENDMENTS**
- 9.1. This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless amended in writing and signed by the authorized representative of the respective Parties.
 - 9.2. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this agreement. Non-material alterations that do not require a written amendment are as follows:
 - 9.2.1. Change of telephone number;
 - 9.2.2. Change in authorized signatory; and/or
 - 9.2.3. Change in the name and/or address of the person to whom notices are to be sent.

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10.0 MANNER OF FINANCING

- 10.1. Funds are allocated by the COVID-19 Pandemic, Title V of the Federal Fiscal Year 2021 Consolidated Appropriations Act (Subtitle A, Section 501) authorized the local administration of financial rent and utility relief for Arizona renters and landlords.

11.0 REPORTING REQUIREMENTS

- 11.1. ADES will provide to the Contractor reports by the 5th day of every month of prior month data on:
- a) Application volume and workload metrics;
 - b) Client demographics;
 - c) Payment processing.

12.0 PAYMENT REQUIREMENTS

- 12.1. The Contractor shall transfer its federal administrative and client allocation authorized by Title V of the Federal Fiscal Year 2021 Consolidated Appropriations Act (Subtitle A, Section 501) less \$100,000 for two FTEs dedicated to applicant support, to ADES on an Incremental basis prior to expenditures being incurred. The first funding allocation shall be transferred within 10 business days of the execution of this agreement. Equal installments (one-ninth of the federal allocation less administrative holdback) will be transferred by the 5th day of every month beginning March 5, 2021 or transferred once expenses are incurred whichever is first.
- 12.2. The Contractor shall transfer its federal administrative and client allocation authorized by the American Rescue Plan Act of 2021 less \$425,000 for salaries and other administrative expenses, to ADES on an incremental basis prior to expenditures being incurred. The first funding allocation shall be transferred within ten (10) business days of the execution of this agreement or December 5, 2021. Equal installments (one-twelfth of the federal allocation less administrative holdback) will be transferred by the 5th day of every month beginning December 5, 2021 or transferred once expenses are incurred, whichever comes first.

The contractor shall also transfer the additional funds reallocated to them by the Department. This funding will be used to cover previous costs covered and incurred by the Department so all funds will be transferred to the Department at signature of this agreement.

- 12.3. Any funds not expended for the administration of the program will be returned to the Contractor **at the end of the program.**

13.0 NOTICES

- 13.1. All notices to the Contractor regarding this agreement shall be sent to the following address:
- Pinal County
ATTN: Rolanda Cephas
970 N. Eleven Mile Corner Rd.
Casa Grande, AZ 85194
Email: Rolanda.cephas@pinal.gov
- 13.2. All notices, reporting, funding, and Correspondence to ADES regarding this agreement shall be sent to the following address:
- ADES
ATTN: Jamie Zimmerman
Division of Community Assistance and Development
Mail Drop **4271**

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1789 W. Jefferson St.
Phoenix, AZ, 85007
Email: jzimmerman@azdes.gov

14.0 DISPOSITION OF PROPERTY

14.1. None

15.0 OTHER MATTERS

15.1. None

16.0 APPLICABLE LAW

16.1. This agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.0 ARBITRATION

17.1. The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(8) and 12-133, except as may be required by other applicable statutes.

18.0 AUDIT

18.1. In accordance with A.R.S. § 35-214, ADES shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this agreement for a period of five (5) years after the completion of the agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit at reasonable times. Upon request, ADES shall produce the original of any or all such records.

19.0 CONFLICT OF INTEREST

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

20.0 NON-DISCRIMINATION

20.1. In accordance with ARS § 41-1461, et seq, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

21.0 E-VERIFY

21.1. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

22.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

22.1. By entering into the agreement, the Contractor warrants 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 Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (1-9) as required by the U.S. Department of labor's

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Immigration and Control Act, for all employees performing work under the Agreement. 1-9 forms are available for download at USCIS.GOV.

- 22.2. The State may request verification of compliance for any Contractor or subcontractor performing work under the agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State 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 and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

23.0 INDEMNIFICATION:

- 23.1. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee" from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) 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, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.
- 23.2. In addition, should the Contractor utilize a contractor(s) and subcontractor(s) the indemnification clause between the Contractor and its contractor(s) and subcontractor(s) shall include the following:
- 23.3. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Contractor and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents 1 or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and Judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

24.0 NON-AVAILABILITY OF FUNDS

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

25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 25.1. 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

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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' services¹ redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

26.0 PARTICIPATION IN BOYCOTT OF ISRAEL

26.1. Contractor warrants it is not engaged in a boycott¹ of Israel as defined by A.R.S. § 35-393.01.

27.0 PRIOR SERVICES

27.1. The Parties agree that if similar services are provided prior to the start date of this Agreement, those services will be compensated as though having been performed under this agreement

28.0 RIGHT OF OFFSET

28.1. ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Contractor's non-conforming performance or failure to perform the agreement. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the ADES shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance."

29.0 SIGNATURES IN COUNTERPART

29.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

30.0 ATTACHMENTS

30.1. The following list of attachments constitutes an integral part of subject agreement:
30.2. Attachment 1 - Data Sharing Agreement

31.0 DATA SHARING AGREEMENT

31.1. When determined by ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data, The Data Sharing Agreement is located at: <http://des.az.gov/documents-center>.
31.1.1. In the "Search" field type "Data Sharing" and click "Search". The search will produce the following results:
31.1.2. Document Number J-119-Single • Data Sharing Request/Agreement (Single Division)