

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

County Contract #:

Agreement Amount: \$6,250,000

Agreement Start Date: September 16, 2020

Agreement Termination Date: December 30, 2020

DUNS #: 123530060

CFDA #: 21.019 Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

**1.0 PARTIES**

This financial Intergovernmental Agreement (“Agreement”) is between the City of Mesa (“Subrecipient”) and Maricopa County (County) administered by its Human Services Department, (“Department”), and pertains to rental assistance for COVID-impacted residents of the City of Mesa and within the geographic service area. The County and the Subrecipient collectively are referred to as the “Parties” and individually as the “Party.”

**2.0 PURPOSE**

The Parties agree to address the needs of households, impacted by the Coronavirus Pandemic as identified in the Section 7.0 (Responsibilities of Organizations) in the City of Mesa.

**3.0 TERM OF AGREEMENT**

3.1 The term of this Agreement is from September 16, 2020, through December 30, 2020.

3.2 This Agreement may be extended for one (1) six-month term, provided the Subrecipient is in compliance with the terms and conditions of this Agreement and the extension is contained in an Amendment as provided in Section 4.0 below.

3.3 This Agreement shall be effective upon approval and signature by both Parties.

**4.0 AMENDMENTS**

Any changes to this Agreement shall be effected only in a written amendment signed by both Parties.

**5.0 FUNDING**

5.1 The County shall provide the Subrecipient with \$6,250,000 in Catalog of Federal Domestic Assistance (CFDA) 21.019 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136.

5.2 Funding expenditures are:

5.2.1 A minimum of \$5,625,000 to be spent to provide rental assistance to eligible residents; and

5.2.2 A maximum amount of \$625,000 for administration costs.

**6.0 AVAILABILITY OF FUNDS**

6.1 This Agreement and the Parties’ obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.

6.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation

under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. The Parties shall give written notice of their intent to suspend performance or intent to terminate this Agreement under this section at least ten (10) calendar days in advance.

## 7.0 RESPONSIBILITIES OF ORGANIZATIONS

### 7.1 The County shall:

7.1.1 Provide the Subrecipient with funding utilized to provide rental assistance services to eligible households.

### 7.2 The Subrecipient shall:

7.2.1 Provide rental assistance to residents of the City of Mesa and its geographic service area. Services are to assist with stabilization of the households' immediate basic needs:

7.2.1.1 Provide Rent Financial Assistance Services ("Services") to income-eligible households who are unable to meet their basic housing needs with their own income or resources and are experiencing an economic hardship as a result of the COVID-19 pandemic;

7.2.1.2 Provide assistance to an estimated of 1,200 households during the Agreement term; and

7.2.1.3 Provide assistance to a minimum of 3,750 months of rental assistance during the Agreement term.

7.2.2 Determine eligibility:

7.2.2.1 Eligible applicants must demonstrate a reduction or loss of income or increased expenses due to COVID and provide a documented COVID impact occurring not before March 1, 2020.

7.2.2.2 Utilizing the Area Median Income (equal to 300% Federal Poverty Level) income to determine eligibility for assistance.

7.2.2.3 Eligible applicants must have an existing lease agreement.

7.2.2.4 Eligible applicants must have rent owed, which is verified by the landlord and/or property management company in writing.

7.2.3 Process applications for Financial Assistance Services to include:

7.2.3.1 Emergency Rental Assistance: Allow fixed payments of \$1,500 per month for rent owed for months not before March 2020.

7.2.3.1.1 Rental assistance may include utility payments when utilities are included in rent.

7.2.3.1.2 Rental assistance may include any fees that are on the account.

7.2.4 Process rental assistance payments:

7.2.4.1 For approved households receiving rental assistance payments, the Subrecipient or its designee shall process checks payable and/or electronic funds transfers (EFT) to the approved household's landlord and/or property management company.

7.2.4.1.1 No payments shall be made to the household directly.

7.2.4.1.2 Subrecipient or its designee must obtain W9s for all landlords and/or property management companies prior to payment being distributed.

7.2.4.1.2.1 If a Landlord and/or property management company refuses to provide a W9, a rental assistance payment cannot be made.

7.2.4.1.3 Rental assistance may include utility payments when utilities are included in rent.

7.2.4.1.4 Rental assistance may include fees owed on the account.

## 7.2.5 Service Requirements

7.2.5.1 The Subrecipient shall adhere to the following service requirements:

7.2.5.1.1 Determine eligibility for households applying for Rental Assistance Services;

7.2.5.1.2 Utilize a case management database to record services provided to households; and

7.2.5.1.3 Maintain files and confidential information on each household, whether paper-based or electronic, in a secure manner.

## 7.2.6 Program Standards/Guidelines

7.2.6.1 The Subrecipient shall:

7.2.6.1.1 Ensure staff and volunteers do not provide direct services to individuals until all appropriate Background Checks and Fingerprint clearances have been completed with satisfactory results and ensure that procedures are in place if the results are unsatisfactory;

7.2.6.1.2 Provide staff and volunteers with supervision, training, equipment, materials, and supplies necessary to perform contracted services;

7.2.6.1.3 Maintain documentation that verifies staff have received relevant training required to assist households;

7.2.6.1.4 Maintain documentation that key staff have either received appropriate training or hold appropriate certification/licensure in accordance with their roles, responsibilities, and job descriptions;

7.2.6.1.5 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs; and

7.2.6.1.6 Reimburse the County for authorized payments that do not meet the service requirements, program standards, or program guidelines.

## 7.2.7 Procedures for Rent Financial Services

7.2.7.1 The Subrecipient shall employ procedures for intake and processing Rent Financial Assistance Services that are responsive to the needs of households in crisis.

7.2.7.2 The Subrecipient shall document each individual's or household's COVID-19 crisis reasons and services provided.

7.2.7.3 The Subrecipient shall obtain all hard copy or electronic documents needed to verify household eligibility for assistance and document such eligibility in the household's case file.

## 7.2.8 Grievance Procedure

7.2.8.1 The Subrecipient shall establish a system through which households may file complaints or grievances regarding any work completed under this Agreement or may appeal an eligibility decision made by the Subrecipient.

- 7.2.9 Reporting
  - 7.2.9.1 The Subrecipient shall submit reports in the format provided by the County identifying the number of applications:
    - 7.2.9.1.1 Received in the prior period;
    - 7.2.9.1.2 Received with all required documentation in the prior period;
    - 7.2.9.1.3 Determined ineligible in the prior period; and
    - 7.2.9.1.4 Determined eligible for assistance in the prior period.
  - 7.2.9.2 The reports shall contain:
    - 7.2.9.2.1 The cumulative funding amount disbursed;
    - 7.2.9.2.2 The cumulative number of months approved and paid;
    - 7.2.9.2.3 The cumulative number of households approved and paid; and
    - 7.2.9.2.4 Demographic information on households provided assistance.
  - 7.2.9.3 The reports shall be submitted biweekly (except for the last report) on the following dates: October 9, 2020; October 23, 2020; November 6, 2020; November 20, 2020; December 4, 2020; December 18, 2020; December 30, 2020; and January 15, 2021.
- 7.2.10 Compliance
  - 7.2.10.1 The Subrecipient shall be responsible for compliance with federal, state, and County requirements as they relate to the federal Coronavirus Relief Act funding requirements.

## 8.0 PAYMENT AND INVOICING

- 8.1 Upon approval of this Agreement, the County shall wire transfer \$5,625,000 to the Subrecipient for rental assistance payments, as stated in Section 5.2.1.
  - 8.1.1 County and City shall jointly determine if full funding will not be spent prior to program end date of which would return to the County.
  - 8.1.2 Rental payment checks that are not cashed by January 10, 2021, must be cancelled and returned to the County.
  - 8.1.3 A final report of rental assistance disbursed in an excel format shall be submitted no later than January 15, 2021 with the following information:
    - 8.1.3.1 Client and/or household name;
    - 8.1.3.2 Payment disbursed; and
    - 8.1.3.3 Landlord and/or property management company funds were distributed.
  - 8.1.4 Funds not disbursed including interest income earned (if any) at the end of the Program will revert to County no later than January 15, 2021.
- 8.2 The Subrecipient shall track actual administration costs to be paid on a reimbursement basis for allowable costs incurred not to exceed \$625,000, as stated in Section 5.2.2 The Subrecipient shall furnish the County with an accounting of actual costs.
  - 8.2.1 The Subrecipient shall submit backup documentation to verify that payments have been made. Documentation may include:
    - 8.2.1.1 General Ledgers; and
    - 8.2.1.2 Transmittal forms showing the number of households assisted and the amount utilized to assist each during the invoice period;
  - 8.2.2 The Subrecipient shall submit invoices for Services and for costs incurred to [hsdfinance@maricopa.gov](mailto:hsdfinance@maricopa.gov).
  - 8.2.3 In the event the County discovers a disallowance in an invoice, the Subrecipient shall be notified and shall submit a revised invoice.
  - 8.2.4 The Subrecipient shall submit a monthly invoice by the 10th day of the month.
  - 8.2.5 The County shall reimburse the Subrecipient for all allowable costs associated with the performance of work and the provision of Services under this Agreement.
  - 8.2.6 The County shall reimburse the Subrecipient on a Net 0 payment standard.
  - 8.2.7 Final invoice shall be submitted no later than January 15, 2021.

## **9.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION**

9.1 Upon termination of this Agreement, Subrecipient shall submit:

- 9.1.1 The final reimbursement request no later than 10 calendar days after the Termination, and any other required reports that may be applicable shall be submitted with the final reimbursement request for the administration funds, as stated in Section 5.2.2; and
- 9.1.2 The accounting of the final rental assistance payments, as stated in Section 5.2.1, and return of any remaining funds no later than 10 days after the Termination.

## **10.0 TERMINATION**

- 10.1 Under A.R.S. §38-511, the Parties 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 a 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 to the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other Party to this Agreement arising as the result of this Agreement.
- 10.2 Except as provided in Section 6.2 above, either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing. The notice shall be given by either mail or via email to the persons listed in Section 12 (Notices) of this Agreement.
- 10.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein as provided in Section 4 (Amendment) above.
- 10.4 A Party has the right to terminate this Agreement upon twenty-four (24) hour notice when it determines that the health or welfare of the service recipients are endangered, or when the other Party's non-compliance jeopardizes a funding source's financial participation.

## **11.0 NOTICES**

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

For County:

Bruce Liggett, Human Services Director

[Bruce.Liggett@maricopa.gov](mailto:Bruce.Liggett@maricopa.gov)

602-506-0066 AND

Jacqueline Edwards, Human Services Deputy Director

[Jacqueline.Edwards@maricopa.gov](mailto:Jacqueline.Edwards@maricopa.gov)

602-506-4812

234 N. Central Ave., 3<sup>rd</sup> Floor

Phoenix, AZ 85004

For City:

Natalie Lewis, Mesa Deputy City Manager

[Natalie.Lewis@mesaaz.gov](mailto:Natalie.Lewis@mesaaz.gov)

480-644-4938

20 E. Main Street #750

Mesa, AZ 85211

## **12.0 EMPLOYMENT DISCLAIMER**

- 12.1 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.
- 12.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient 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 Subrecipient 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.
- 12.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient 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 Subrecipient with respect to the foregoing.

## **13.0 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 Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

## **14.0 GENERAL INDEMNIFICATION**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims 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.

## **15.0 LIMITATION ON LIABILITY**

- 15.1 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 Subrecipient 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 Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.
- 15.2 The Subrecipient 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 County 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 Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

## **16.0 GENERAL LIABILITY INSURANCE EXCEPTION**

Each Party is a public entity. For such reason, insurance policy requirements shall not apply. Instead, each Party shall provide the other Party a Certificate of Self-Insurance equal to:

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

## **17.0 COMPLIANCE WITH APPLICABLE LAWS**

17.1 The Subrecipient shall comply with all applicable laws, ordinances, resolutions, executive orders, rules, regulations, standards, and codes of the federal, state, and local governments whether specifically referenced in this Agreement. Such laws shall include, but are not limited to:

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

17.1.2 The Subrecipient 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 Subrecipient shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

17.1.3 The Subrecipient 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.

17.1.4 The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that:

17.1.4.1 The Subrecipient and its 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;

17.1.4.2 A breach of a warranty under this Subsection 18.1.4 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

17.1.4.3 The County retains the legal right to inspect the papers of any (sub)contractor or vendor employee who works on this Agreement to ensure that the Subrecipient is complying with the warranties provided under the above subsections, and the Subrecipient agrees to make all papers and employment records of said employee(s)

- available during normal working hours in order to facilitate such an inspection; and
- 17.1.4.4 Nothing in this Agreement shall make either the Subrecipient or its agents employees of the County.

## **18.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Subrecipient certifies to the best of its knowledge and belief that it and its agents, representatives, officials, officer, directors, employees, volunteers, departments, agencies, boards, committees, and commissions administering the Services to be provided under this Agreement:

- 18.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- 18.2 Have not, within the three-year period prior to the Effective Date of this Agreement, 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;
- 18.3 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
- 18.4 Have not, within the three-year period prior to the Effective Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **19.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 19.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the County to inspect personnel records to verify such compliance.
- 19.2 By entering into this Agreement, the Subrecipient 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 Subrecipient shall obtain statements from their (sub)contractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of this Agreement. The Subrecipient and their (sub)contractors 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](http://USCIS.GOV).
- 19.3 The County may request verification of compliance for any employee or (sub)contractor performing work under this Agreement. Should the County suspect or find that the Subrecipient or any of its (sub)contractors are not in compliance, then the County may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment of the Subrecipient. All costs necessary to verify compliance are the responsibility of the requesting the Subrecipient.

## **20.0 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 Subrecipient 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.

**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 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.

**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 WRITTEN CERTIFICATION IN ACCORDANCE WITH A.R.S. § 35-393.01**

If the Subrecipient 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 engages 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.

**27.0 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.

**28.0 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.

**29.0 AUTHORIZATION**

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

