



**Amendment No. One (1) to the 2014-2015
Independent Contractor Agreement**

The Independent Contract Agreement dated October 1, 2014, between Arizona Community Action Association (ACAA) and **Gila County Community Services** (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To allocate additional Southwest Gas Energy Share (referred to as SWG EShare) funds in the amount of **\$3,568.50** for Direct Services and **\$396.50** for Program Delivery in order to provide additional assistance to eligible households.
2. To extend the current 2014-2015 contract to June 30, 2016.
3. Include A.R.S. § 38-511.
4. Include A.R.S. § 41-4401.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

SWG Energy Share Program: Provide an additional **\$3,568.50** in Direct Service and **\$396.50** in Program Delivery . The total amount of additional SWG EShare funding is **\$3,965.00**.

Section 16. Cancellation:

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

Section 17. Immigration Law Compliance Warranty:

As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the

employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
Gila County Board of Supervisors

Arizona Community Action Association,
an Arizona nonprofit corporation

By: _____

By: _____

Name: _____

Name: Cynthia Zwick

Title: _____

Title: Executive Director

Date: _____

Date: _____

Approved as to Form:

By: _____

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Name: _____

Title: _____

Date: _____

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501