

AMENDMENT TO THE
AGREEMENT FOR SERVICES AMONG
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT,
AFFORDABLE RENTAL MOVEMENT (A.R.M.) OF
SAVE THE FAMILY FOUNDATION OF ARIZONA
A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION,
AND
THE CITY OF CHANDLER

- I. Maricopa County ("County") administered by its Human Services Department and Affordable Rental Movement (A.R.M.) of Save the Family Foundation of Arizona, a Community Housing Development Organization ("CHDO"), and the City of Chandler ("City") entered into a financial agreement for services ("Agreement"), which was fully executed on April 29, 2019. The purpose of the Agreement is for the CHDO, acting in the capacity of a developer, to acquire and rehabilitate a single-family home in Chandler for the CHDO's scattered-site rental program with completed homes to be leased to eligible low-income individuals/families. The County provided the CHDO with \$225,000 in 2018 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) with the expenditure timeframe for the activity being through September 30, 2022. The County, CHDO, and City collectively are referred to here as "Parties."

The Parties fully executed Amendment No. 1 on June 24, 2020, to add a 2019 Work Statement for the CHDO to acquire, rehabilitate, and rent an additional single-family home in Chandler for CHDO's scattered-site rental program. Through Amendment No. 1, the County provided the CHDO with \$240,000 in 2019 HOME funds with the expenditure term for the 2019 Work Statement expiring on September 30, 2023. Amendment No. 1 also extended the term of the Agreement from September 30, 2022, to September 30, 2024.

- II. The Parties agree to amend the Agreement by this Amendment No. 2 as follows:
- A. Add an additional Work Statement ("2020 Work Statement") for the CHDO to acquire, rehabilitate, and rent an additional single-family home for its scattered-site rental program. The expenditure term for the 2020 Work Statement shall expire on September 30, 2024.
 - B. The County shall provide the CHDO and the Administrator with funding for the 2020 Work Statement in an amount not-to-exceed \$208,913.
 - C. Add to Section 1 (General Provisions) the following new paragraphs:
55.0 WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01
If the CHDO and the Administrator engage in for-profit activity and have 10 or more employees and, if this Agreement has a value of \$100,000 or more, then the CHDO and the Administrator certify they are not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

56.0. 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.

- D. Revise Section II (Special Provisions), Paragraph 21.0 (General Conditions), Subparagraph 21.4, by replacing it with the following:

21.4 Administrative Change Orders and Addenda – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to: a.) make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders, and b.) identify the single-family properties that are subject of Section III (Work Statement), Paragraph 1.0 (Detailed Scope of Work) of this Agreement through Addenda. Both Administrative Change Orders and Addenda shall be approved and fully executed by the Chairman of the Board of Supervisors and the authorized representative for the CHDO and the Administrator.

21.4.1 Administrative Change Orders may address any of the following areas:

- 21.4.2.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 21.4.2.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 21.4.2.3 Modifications required by federal, state, or County regulations, ordinances, or policies;
- 21.4.2.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and
- 21.4.2.5 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or by local regulations, policies, or requirements.

21.4.2 Addenda:

- 21.4.2.1 The CHDO and the Administrator shall submit to the County, an Addendum when each property has been identified and will be acquired by the CHDO and the Administrator for rehabilitation activities under this Agreement; and
- 21.4.2.2 All Addenda shall be integrated into the Agreement.

- E. Revise Section IV (Compensation), Paragraph 3.0 (Timeliness), by replacing it with the following:

- 3.1 A Request for Reimbursement shall be submitted by the CHDO and Administrator by the 15th calendar day of the month following the month close out in which the expenditure occurred.
- 3.2 All requests for reimbursement of expenditures must be submitted within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th, and all Requests for Reimbursement shall be submitted by the CHDO and Administrator no later than July 30th for the preceding fiscal year.

3.3 All requests for reimbursements shall be submitted by the CHDO and Administrator to:
HSDFINANCE@MARICOPA.GOV

- F. Revise Section IV (Compensation), Paragraph 4.0 (Reimbursement), by replacing it with the following:
The County shall increase the Agreement funding amount to total not to exceed \$673,913 subject to the terms of this Agreement and availability of funds.
- III. Section II above contains all the changes made by this Amendment No. 2. All other terms and conditions of the original Agreement and Amendment No. 1 remain the same and in full force and effect as approved and amended.
- IV. The parties have authorized the undersigned to execute this Amendment No. 2 on their behalf.

[Signatures on the following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

APPROVED BY:
CITY OF CHANDLER

APPROVED BY:
MARICOPA COUNTY

Signature Date

Chairman, Board of Supervisors Date

Name: _____

Title: _____

Attested To:

Attested To:

City Clerk Date

Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. § 9-240, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201 AND 11-251, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:

APPROVED AS TO FORM:

Attorney for the City of Chandler *bm* Date

Deputy County Attorney Date

APPROVED BY:

AFFORDABLE RENTAL MOVEMENT
(A.R.M.) OF SAVE THE FAMILY
FOUNDATION OF ARIZONA (CHDO)

Jacki Taylor Date
Chief Executive Officer
Signature and execution authorized by
corporate resolution number _____
dated _____

MARICOPA COUNTY**HOME Investment Partnerships Program
Program Year 2020**

Project: Rental Housing

Type of Property: Single Family Residential

Amount of Funding

CHDO HOME AMOUNT	CASH MATCH AMOUNT	OTHER RESOURCES AMOUNT	TOTAL BUDGET
\$208,913			\$208,913

1.0 DETAILED SCOPE OF WORK**Work Statement**

The CHDO, acting in the capacity of a developer, will acquire and rehabilitate one (1) single-family home in Chandler and will target zip codes 85224, 85225, and 85226. The program is a scattered-site rental program. Once a property is identified and prior to acquisition, Parties will complete an environmental review and execute an Addendum. The Addendum will identify the individual property by street address for participation in ARM Rental Housing and will be executed before funding is made available. Funds will be paid to the CHDO only after the CHDO has met the commitment requirements as set forth in 24 C.F.R. § 92.

Funds for rehabilitation are obligated by completing a detailed set of plans and specifications (work write-up) and a detailed rehabilitation cost estimate based upon those specifications. The property will have an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area as described in 24 C.F.R. § 92.254(a)(2)(iii). Cost estimates may include a contingency for construction change orders of up to 15% for rehabilitation. The Administrator must inspect the property prior to occupancy and at project completion to ensure compliance with applicable standards and codes. The property must be free from any defects that pose a danger to the health and safety of occupants, and it must meet written rehabilitation standards and local codes and ordinances at project completion. Copies of the final inspection must be retained in the project files and submitted to the County upon submitting completion report. The allocated CHDO HOME funds will be used to purchase one or more single family units with the combination of other CHDO funds from multiple years, if available.

In addition, the CHDO will execute a Deed of Trust and Note provided by the Administrator and naming the City as Beneficiary in order to secure any funds provided to the CHDO as reimbursement for acquisition costs.

Recapture provisions will be used to ensure compliance with the period of affordability of fifteen (15) years as required by HUD at 24 C.F.R. § 92.252 of the HOME regulations. After the property is rehabilitated, the home will be leased to an eligible low-income individual or family. Tenant income eligibility will be verified by CHDO staff and will comply with 24 C.F.R. § 92.203.

Consolidated Plan – The Project will increase homeownership opportunities for low- and moderate-income households. This activity is rated as a high priority in the Consolidated Plan.

2.0 OBJECTIVES AND OUTCOMES:

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acq/Rehab of rental housing, Acq/New Construction of rental housing, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

3.0 LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RE SOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
CHDO staff, Funding, Contractors	Acquire and rehabilitate one unit of Affordable Housing.	One household	Increased affordable housing for low mod income families. Increase in home-ownership, improved neighborhoods, improved quality of life.	Decent housing.

- 4.0 SITE INFORMATION:** Scattered sites in Chandler targeting zip codes, 85224, 85225, and 85226. The Parties will execute addenda to this Agreement when specific parcels are identified.

5.0 PERFORMANCE REPORTING GOALS TIMELINE OF ACTIVITIES

<u>MILESTONES: Tasks to be Performed</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Application/market study	01/01/2022	12/01/2019
Execute Agreement	04/22/2021	07/15/21
Site selection	07/01/2022	10/31/2022
Environmental review to City of Chandler	11/01/2022	11/15/2022
Acquisition	11/01/2022	01/15/2023
Work write-ups and bid selection	01/15/2023	02/15/2023
Rehabilitation	03/01/2023	05/15/2023
Final Close-out /Project Completion Form	5/15/2023	6/30/2024

Any change to the Timeline will need to be approved by the County.

6.0 ACTIVITY FOLLOW-UP AND LONG TERM COMMITMENT:

The period of affordability is based on the total amount of HOME funds invested in the housing. The Project will be monitored annually and the units will be verified annually during the period of affordability.

7.0 ACTIVITY BUDGET SUMMARY:

ACTIVITY	2020 HOME FUNDS	TOTAL ACTIVITY BUDGET
Acquisition and Rehabilitation	\$198,468.00	\$198,468.00
Relocation		
Development Costs		
Staff Costs		
Services		
Administration Costs		
Development Fees	\$10,445.00	\$10,445.00
Other (Specify)		
TOTALS	\$208,913.00	\$208,913.00

8.0 ACTIVITY MATCH:

AMOUNT	SOURCE
\$52,228	Federal Home Loan Bank

9.0 CHDO PROJECT PROCEEDS:

All proceeds generated from CHDO development activities shall be considered Project proceeds and subject to the Project proceeds requirements set forth in HOME Program regulations. Project proceeds shall be tracked by the CHDO. Documentation supporting the amount of Project proceeds received and expended shall be submitted on the periodic progress report, if requested by the County. Project proceeds shall be retained and expended by the CHDO for acquisition and/or rehabilitation of additional properties under this Agreement, or for other HOME eligible activities with prior approval from the Administrator.

10.0 AFFORDABILITY REQUIREMENTS:

The housing that is acquired with HOME funds must be single-family housing. The family or individual leasing the housing must qualify as Low-Income and maintain the housing as the principal residence throughout the Period of Affordability, which shall be for a period of 15 years in accordance with HOME program requirements.