



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

Agreement Number: _____
Agreement Amount: \$10,000,000
Agreement Start Date: November 1, 2023
Agreement Termination Date: November 30, 2026
ALN: 21.027 American Rescue Plan Act
Unique Entity ID: LCLUQVAP1WU4

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between City of Chandler ("City" or "Subrecipient") and Maricopa County ("County") administered by its Human Services Department, ("Department"), The County and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

Through this Agreement, affordable multifamily rental housing in Maricopa County will be expanded. The County shall provide the City of Chandler with American Rescue Plan Act Funds ("ARPA") to develop two (2) new construction rental developments in the City of Chandler. The goal of the project is to revitalize the community and provide decent, safe housing.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is from November 1, 2023 through November 30, 2026.
- 3.2 This Agreement may be extended, but not beyond December 31, 2026, with the condition the Subrecipient is in compliance with the terms and conditions of this Agreement. Extensions shall be process as identified in Section 4.0 (Amendment).
- 3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

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

5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the County's Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:
 - 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term including adjustments to the schedule included in Exhibit A Work Statement and Exhibit B Statement of Work.
 - 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
 - 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING

The County shall provide the Subrecipient with \$10,000,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 and provided to the County through the U.S. Department of Treasury.

7.0 AVAILABILITY OF FUNDS

- 7.1 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.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the County to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the County may amend, suspend, or terminate this Agreement. In the event of termination, the County 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. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The County shall give written notice of their intent to suspend performance or their intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The Subrecipient shall:
 - 8.1.1 Complete the project description in Exhibits A and B, Statements of Work.
 - 8.1.2 Ensure compliance with federal, state, and County requirements as they relate to the federal ARPA requirements.
 - 8.1.3 Ensure compliance with all laws, rules, and regulations.

- 8.1.4 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement.
- 8.1.5 Complete Quarterly Reports that contain the following information:
 - 8.1.5.1 Status and updates on Project milestones and timelines;
 - 8.1.5.2 Current quarterly expenditures;
 - 8.1.5.3 Expenditure forecasting for the current quarter and duration of the Project;
 - 8.1.5.4 Anticipated delays or issues;
 - 8.1.5.5 Any recent significant disruptions to progress or timelines; and,
 - 8.1.5.6 Any other issues or information the Department should know.
 - 8.1.5.7 Quarterly Reports will be due no later than 30 days after the end of the reporting quarter.
- 8.2 The County shall:
 - 8.2.1 Provide timely payment of Subrecipient invoices on a monthly basis.
 - 8.2.2 Respond to questions from the Subrecipient in a timely manner.
 - 8.2.3 Report to the U.S. Department of Treasury on the Subrecipient's use of funds, under this Agreement.

9.0 COMPENSATION

- 9.1 This agreement is on a cost reimbursement basis. Subrecipient shall submit monthly invoices to the County for all costs associated with the projects.
- 9.2 Subrecipient must submit a Request for Reimbursement to the County of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year is July 1st through June 30th each year. Therefore, reimbursement must be submitted no later than July 30th for the preceding fiscal year.
- 9.3 Final Reimbursement Upon Agreement Termination.
 - 9.3.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
 - 9.3.2 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
 - 9.3.2.1 If the termination date is between June 10 and June 30, of any fiscal year, then the final Reimbursement Request shall be submitted by July 10th.
 - 9.3.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the Final Reimbursement Request.
 - 9.3.4 Late receipt of the Final Reimbursement Request (e.g., not received within 45 days following the termination date) may result in forfeiture of payment.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov
- 10.2 Funds not expended in implementing the Statement of Work or upon completion of the Statement of Work shall be returned to the ARPA unprogrammed funds account.
- 10.3 The County shall reimburse the Subrecipient on a net zero (0) payment standard.
- 10.4 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof.

Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. Part 200 Subpart E (2 C.F.R.) including later amendments and editions on file with the Arizona Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement.
- 11.2 Further, the Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.
- 11.3 Costs defined as unallowable in 2 C.F.R. shall not be submitted by the Subrecipient and will not be reimbursed by the County.

12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either 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 one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.
- 12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

13.0 NOTICES

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

Subrecipient:		Maricopa County
City of Chandler		Human Services Department
Amy Jacobson, Housing	and	Jamie Macfarlane, Housing and
Redevelopment Senior Manager		Community Development Manager
(480) 782-3207		(602) 506-5813

amy.jacobson@chandleraz.gov
Mail Stop 101, PO Box 4008
Chandler, AZ 85244

jamie.macfarlane@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, 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.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights 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.
- 14.3 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.

15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

16.0 ASSIGNMENT AND SUBCONTRACTING

- 16.1 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 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 agrees otherwise.
- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a subrecipient.
- 16.3 Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

17.0 DISPUTES

- 17.1 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 one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
 - 17.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
 - 17.1.2 The County Representative shall respond in writing to the Subrecipient 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 Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
 - 17.1.3 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
 - 17.1.4 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative's decision.
 - 17.1.5 In the event Subrecipient disagrees with the Director's decision, Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

19.0 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.

20.0 SINGLE AUDIT ACT REQUIREMENTS

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

21.0 AUDIT DISALLOWANCES

- 21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

22.0 LIMITATION ON LIABILITY

- 22.1 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, except as otherwise provided by law.
- 22.2 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, except as otherwise provided by law.

23.0 GENERAL 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 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. The obligations under this Section 23 shall survive termination of this Agreement.

24.0 INSURANCE

- 24.1 Each Party herein this Agreement is a public entity and shall provide the other Party a Certificate of Self-Insurance equal to:
- | | |
|-----------------------|-------------|
| General Aggregate | \$3,000,000 |
| Each Occurrence Limit | \$1,000,000 |
- 24.2 Subrecipient shall procure, or shall require the entity responsible for developing and constructing the affordable housing contemplated by this agreement to procure, insurance as outlined below in paragraphs 24.3 through 24.17.
- 24.3 Subrecipient, at Subrecipient's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 24.4 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 24.5 In the event that the insurance required is written on a claims-made basis, Subrecipient warrants that any retroactive date under the policy shall precede the effective date of this Contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
- 24.6 Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 24.7 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 24.8 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 24.9 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds or additional loss payees as applicable.

- 24.10 The policies required hereunder, except Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Subrecipient's work or service.
- 24.11 If available, the insurance policies required by this Contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.
- 24.12 Commercial General Liability
- 24.12.1 Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 24.13 Errors and Omissions/Professional Liability Insurance
- 24.13.1 Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions, or professional liability of the architect engaged by the Subrecipient for the Project, with limits of no less than \$2,000,000 for each claim.
- 24.14 Builder's Risk (Property) Insurance
- 24.14.1 Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount, as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, and demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the contract. Builders' Risk insurance must provide coverage from the time

any covered property comes under Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler and Machinery insurance policy or the Builders' Risk Insurance policy.

24.15 Certificates of Insurance

24.15.1 Within ten (10) calendar days following the closing of construction financing for the Project, the Subrecipient shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

24.15.2 In the event any insurance policy(ies) required by this Contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual certificates of insurance.

24.15.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

24.16 Certificate holder shall be identified as:

Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

24.17 Cancellation and Expiration Notice

24.17.1 Applicable to all insurance policies required within the insurance requirements of this contract, Subrecipient's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Subrecipient must provide to Maricopa County, within ten business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. 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.

25.0 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 State of Arizona residents and may involve access to secure or sensitive data or personal client data or development or modification of software 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 work all performed by Subrecipients or subcontractors at all tiers.

26.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

27.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

28.0 CLEAN AIR ACT

The Subrecipient agrees 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.

29.0 LOBBYING

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

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

30.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs incurred will include any expense related to any religious activities.

31.0 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.

32.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient 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.

33.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

34.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

35.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

35.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

35.2 The County shall request information for fiscal monitoring/audit per OMB Uniform Guidance 2 C.F.R. § 200, to include as applicable:

35.2.1 Financial Management 2 C.F.R. § 200.302

35.2.2 Internal Controls 2 C.F.R. § 200.303

35.2.3 Bonds 2 C.F.R. § 200.304

35.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

35.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

35.2.6 Program Income 2 C.F.R. § 200.307

35.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

35.2.8 Period of Performance 2 C.F.R. § 200.309

35.2.9 Insurance Coverage 2 C.F.R. § 200.310

35.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338

35.2.11 Procurement Standards 2 C.F.R. § 200.318

35.2.12 Indirect Costs 2 C.F.R. § 200.414

35.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

35.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

36.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

36.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of

any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.

- 36.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.
- 36.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

37.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

38.0 RECOGNITION OF COUNTY SUPPORT

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

39.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

40.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

41.0 EQUAL EMPLOYMENT OPPORTUNITY

- 41.1 The Subrecipient 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.
- 41.2 The Subrecipient 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.

- 41.3 The Subrecipient shall and shall cause their respective subcontractors to comply with:
- 41.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 41.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
 - 41.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 41.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 41.3.5 Arizona Executive Order 2009-09, *et seq.* as amended, which mandates that all persons shall have equal access to employment opportunities.

42.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient 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.*

43.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

44.0 RETENTION OF RECORDS

- 44.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 44.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment 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 by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

45.0 ADEQUACY OF RECORDS

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

46.0 IMMIGRATION LAWS AND REGULATIONS

46.1 Federal Immigration and Nationality Act

- 46.1.1 The Subrecipient understand and acknowledge 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 reasonably inspect personnel records to verify such compliance, to the extent required by law.

- 46.1.2 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 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 Subrecipient 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.
- 46.1.3 The County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its 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 Subrecipient. All costs necessary to verify compliance are the responsibility of the subrecipient or its subcontractor.
- 46.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:
 - 46.2.1 That the Subrecipient and their 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;
 - 46.2.2 A breach of a warranty under this Subparagraph 46.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and
 - 46.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or their Vendor's employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 46.2.3 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

47.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

48.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 48.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, 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:
 - 48.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- 48.1.2 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;
- 48.1.3 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 48.1.2 above; and
- 48.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 48.2 The Subrecipient 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.

49.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 49.1 The Subrecipient agrees that this Agreement and its 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;
- 49.2 The Subrecipient 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 Subrecipient and copies provided to County upon request; and
- 49.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 49.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

50.0 WRITTEN CERTIFICATION PURSUANT TO 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 engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and 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.

51.0 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.

52.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

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

- 52.2 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.
- 52.3 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:
 - 52.3.1 Non-performance of any obligations required by this Agreement.
 - 52.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
 - 52.3.3 Unauthorized expenditure of funds.
 - 52.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
 - 52.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 52.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:
 - 52.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against that 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 Agreement.
 - 52.4.2 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.
- 52.5 The Subrecipient 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 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.

53.0 ADMINISTRATIVE REQUIREMENTS

- 53.1 Accounting Standards - The Subrecipient 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 Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 53.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment

shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County.

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

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

53.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients 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.

53.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.

53.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

53.3.5 Property Records - The Subrecipient 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.

54.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

54.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

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

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

54.1.3 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.

54.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient 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.

55.0 FORCE MAJEURE

- 55.1 The Subrecipient 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.
- 55.2 The Subrecipient, 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.
- 55.3 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.

[Signatures contained on following page]

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

APPROVED BY:
CITY OF CHANDLER

APPROVED BY:
MARICOPA COUNTY

Mayor Date

Clint Hickman Date
Chairman Board of Supervisors

Attested to:

Attested to:

City Clerk Date

Juanita Garza, Clerk of the Board 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 CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA.

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:

APPROVED AS TO FORM:

City Attorney Date

DMG

Kim Miles, Deputy County Attorney Date

EXHIBIT A - STATEMENT OF WORK

1.0 Project Description:

- 1.1 "Site 3" project is located at 73 S. Hamilton St. The site is approximately 7.4 acres near downtown City of Chandler. The proposed project will be new construction of an estimated 300 affordable rental units. The project is the second phase of the City of Chandler Rental Assistance Demonstration (RAD) Program repositioning of public housing. The main component of the project proposes to house seniors. The City will issue a request for proposal to assist the City in the development of the project and will conduct a market demand study for the determination of senior only site or a multi-generational project with seniors and families.
- 1.2 The total project costs are expected to be approximately \$89 Million. ARPA funds in the amount of \$5 Million will be used for hard construction costs and project specific soft costs. All of the units in the development shall be affordable to households earning at or below 60% of the AMI.
- 1.3 The period of affordability for the tax credits will be governed by a 30-year LURA managed by ADOH. This time period includes the initial 15-year compliance period dictated by the IRS plus an additional 15-year extended year period that the project owner has committed to for all estimated 300 units. The income restrictions on the 16 ARPA-assisted units must be maintained during the entire 30-year period of affordability.
- 1.4 The project as a senior site will include a senior community room, with non-profit agencies co-located on site to serve senior populations. A community health partner may be included to assist in the wellness of seniors. The project site will have a walking path, indoor community space, and ramadas. If it is determined to be a multi-generational site, the site plan will be derived with both senior and family type amenities, including outdoor and indoor community space, playgrounds, a computer lab, a basketball court, and other family-oriented amenities.
- 1.5 The City will have a variety of resident support services. The Family Self Sufficiency program will be provided to residents, as well as educational and job training programs.

2.0 City contributions:

The City will contribute approximately \$200,000 in HOME funding and estimates that 122 Project Based Vouchers (PBV) will be secured. The City will also contribute the land and lease the land to the partnership.

3.0 Project Eligibility:

- 3.1 Occupancy Requirements –The Project staff shall determine and verify income eligibility of tenants for the ARPA-assisted units prior to occupancy of a unit. The occupancy of the ARPA-assisted units must be by households whose income is at or below 60% AMI throughout the Period of Affordability. The Project shall define "Annual Income" as it is defined at 24 C.F.R. Part 92 and shall document sources of income and examine eligibility on an annual basis to meet requirements of HOME regulations at 24 C.F.R. Part 92.203.

- 3.2 Rental Requirements - The ARPA-assisted units shall be designated as Low HOME units, which are outlined in the HOME Income and Rent Limits. The Low HOME rent limit is the maximum rent allowed for an ARPA-assisted unit; the maximum rent amount includes the utility allowance. Any increase in the lesser of these rent limits must be approved by HUD and the State of Arizona Department of Housing. The City of Chandler shall provide a written request for the increase in rent limits and supporting documentation for the justification of this request. ARPA-Assisted units will require a minimum lease term of one year.
- 3.3 Affordability Period -The City shall ensure all housing assisted under this Agreement meets the affordability requirements set forth within this agreement for a period of 30 years. This period will be secured and enforced through a Promissory Note, as well as a Deed of Trust, and Covenants, Conditions and Restrictions (CC&Rs) between the City and the developer that will be recorded at the Maricopa County Recorder's Office.
- 3.4 Program Income - Program income will be defined as any principal and interest payments made on the \$5,000,000 loan from the City of Chandler to the developer. Any program income generated through completion of this activity will be recoverable by Maricopa County to reallocate to one or more future affordable housing projects. Program income payments shall be made to Maricopa County by the City annually on June 1, commencing upon completion of the project. The City will be required to submit an annual certification to document program income activity.
- 3.5 Housing and Resource Communications - The City shall require the project developer and property management organization to notify designated contacts for both the City and MCHSD at least ten (10) business days in advance of accepting new applications for housing to allow each agency to communicate the opportunity to their respective clients, partners, and residents.
- 3.6 The City shall require the project developer and property management organization to allow the placement of collateral material in leasing offices for the purpose of marketing programs or services which residents may benefit from.

4.0 Deliverables:

Beneficiaries			
	ARPA Assisted	Non-ARPA Assisted	Total Assisted
Number of households (units)	16	284	300
Number of people served annually (approximate)	25	848	850

5.0 Budget:

Fund Sources	
Sources	Total
Maricopa County – ARPA	\$5,000,000

ARPA Funds	
Acquisition Costs	

	Land	\$0
	Building Acquisition	\$0
	Other: taxes, title, recording	\$0
	General Development Costs	
	Construction Hard Costs- Residential	\$4,625,000
	Construction Costs- Nonresidential	\$0
	Contractor OH, Profit, and Gen. Conditions	\$0
	Hard Costs Contingency	\$0
	Environmental- inspection and remediation	\$75,000
	Archeological reports	\$0
	Site Planning Prep	\$50,000
	Architect Fees	\$0
	Engineering Fees	\$0
	Survey, Permit, Tests	\$0
	Legal Fees	\$100,000
	Other Professional Fees	\$0
	Accounting and Cost Certification	\$0
	Title and Recording	\$50,000
	Market Study/Appraisal	\$100,000
	Real Estate Taxes	\$0
	Insurance	\$0
	Construction Period Interest	\$0
	Construction Perm Financing Fees	\$0
	Marketing Expense	\$0
	Reserves	\$0
	Soft Cost Contingency	\$0
	Other: Bond financing, LIHTC fees	\$0
	Developer's Fee	
	Developer's Fee	\$0
	Homeownership Counseling	
	Counseling fee	\$0
	Program Administration Costs*	
	Program Management Services	\$0
	Staff	\$0
	Supportive Services	
		\$0
		\$0
		\$0
		\$0
	TOTALS	\$5,000,000

6.0 Proposed Project Schedule:

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	Complete	City of Chandler Public Housing Site
Construction Loan (Closing Date)	Feb 2025	
Partnership Closing (Closing Date)	Feb 2025	
Permanent Loan Commitment	Sept 2024	
Permanent Loan Closing	June 2026	
Other Funds Firm Commitment	Dec 2024	
Other Funds Firm Commitment	Dec 2024	
Environmental Review Completion	July 2024	
Authority to Use Grant Funds	Aug 2023	
Zoning Entitlements	Aug 2024	
Plans Submitted to the Municipality	June 2024	
Civil Permits Issued	Feb 2025	
Building Permits Issued	Feb 2025	
Contractors Notice to Proceed Issued	Feb 2025	
Construction Mobilization	Feb 2025	
25% Completion	July 2025	
Expend Maricopa County ARPA Funds	Dec 2025	
50% Completion	Dec 2025	
75% Completion	June 2026	
Certificate of Occupancy	Oct 2026	
ARPA-Assisted Units Occupied	Nov 2026	

EXHIBIT B - STATEMENT OF WORK

1.0 Project Description:

1.1 Villas on McQueen (Project) is located just south of Chandler Boulevard on McQueen Road in Chandler. The Project is being developed in partnership with the City of Chandler Housing and Redevelopment Division and Gorman & Company, LLC. The Project will allow for the new construction of 157 units through HUD's Rental Assistance Demonstration ("RAD") program. The Project will target seniors, veterans, families, and disabled. Villas on McQueen will be developed on existing parcels of land that are owned by the City of Chandler (City) and will be contributed to the partnership by the City through a long-term ground lease as part of a comprehensive revitalization strategy. The project area consists of a combined 16 parcels located at McQueen and Chandler Blvd. (APNs: 303-02-023Q, -023R, -992, and-865 Thru -877) Zoning PAD & MF-2 on 4.56 acres, in Chandler, Maricopa County, Arizona.

1.2 The 157 units will be comprised of 48 one-bedroom, 54 two-bedroom, 46 three-bedroom, 7 four-bedroom, and 2 five-bedroom high quality rental units.

	30% AMI	60% AMI	Total
1-Bedroom	5	43	48
2-Bedroom	8	46	54
3-Bedroom	19	19	38
4-Bedroom	0	13	13
5-Bedroom	0	4	4
Total	32	125	157

1.3 Of the 157 units, 78 of the rental units will be RAD replacement units for existing public housing units that are owned and operated by the City of Chandler. Through a transfer of assistance, the subsidy and tenant households will be relocated to the Villas on McQueen site upon construction completion. The remaining 79 low-income housing tax credit rental units will be new, affordable units. All of the units in the development shall be affordable to households earning at or below 60% of Area Median Income (AMI). Thirty-two (32) units will be targeted to households who earn at or below 30% of the AMI. The fourteen (14) ARPA-assisted units will include four (4) one-bedroom units, five (5) two-bedroom units, four (4) three-bedroom units, and one (1) four-bedroom unit. The ARPA-assisted units will be rented to households at or below 60% AMI.

1.4 The Project is positioned to serve as the first phase of the City's redevelopment effort to transform their public housing inventory into new, updated and expanded affordable housing opportunities for Chandler residents.

1.5 ARPA funds in the amount of \$5 Million will be used for hard construction costs. Villas on McQueen has received commitments from ADOH for both State Housing Tax Credits and federal 4% Low Income Housing Tax Credits. In addition, the City of Chandler has committed HOME and HOME-ARP, to the financing structure. The Project's total budget is approximately \$55,585,476.

- 1.6 The Period of Affordability for the tax credits will be governed by a 30-year LURA required by ADOH. This time period includes the initial 15-year compliance period dictated by the IRS plus an additional 15-year extended year period that the project owner has committed to for all 157 units. The income restrictions on the ARPA-assisted units must be maintained during the entire 30-year Period of Affordability.
- 1.7 The project will provide ample multi-purpose community space to hold resident events and host the variety of supportive service programs that the City will provide. Playgrounds, a walking path, and a sport court will be incorporated into the amenity package, along with outside community gathering spaces that include ramadas. An outside view deck fronting McQueen is also a unique characteristic that will be a focal point of the front entrance and provide lovely views and a gathering space for the residents.
- 1.8 Villas on McQueen is centrally located, as it is approximately one mile east of downtown Chandler, with public transportation readily available via a high frequency bus route located one block north of the site along Chandler Boulevard. There is convenient access to numerous social service and recreational amenities, as well as schools, health providers, public parks, and employment opportunities. The City of Chandler is also planning to provide a variety of resident services at the Project to include youth program activities and senior services.

2.0 Subrecipient contributions:

City of Chandler will contribute the land through a land lease to the partnership and provide \$415,056 of HOME funds and \$1,578,385 of HOME-ARP funds to the project.

3.0 Project Eligibility:

- 3.1 Property Standards - Housing that is constructed or rehabilitated with ARPA funds must meet all applicable local codes, rehabilitation and construction standards, ordinances, and zoning ordinances, including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended, at the time of project completion. All work shall meet decent, safe and sanitary housing standards consistent with HOME regulations including HUD Housing Quality Standards and Maricopa County Housing Rehabilitation Standards. These standards are available on the Maricopa County website under Housing & Community Development or upon request.
- 3.2 Occupancy Requirements –The Project staff shall determine and verify income eligibility of tenants for the ARPA-assisted units prior to occupancy of a unit. The occupancy of the ARPA-assisted units must be by households whose income is at or below 60% AMI throughout the Period of Affordability. The Project shall define “Annual Income” as it is defined at 24 C.F.R. Part 92 and shall document sources of income and examine eligibility on an annual basis to meet requirements of HOME regulations at 24 C.F.R. Part 92.203.
- 3.3 Rental Requirements - The ARPA-assisted units shall be designated as Low HOME units, which are outlined in the HOME Income and Rent Limits. The Low HOME rent limit is the maximum rent allowed for an ARPA-assisted unit; the maximum rent amount includes the utility allowance. Any increase in the lesser of these rent limits must be approved by HUD and the State of Arizona Department

of Housing. The City shall provide a written request for the increase in rent limits and supporting documentation for the justification of this request. ARPA-Assisted units will require a minimum lease term of one year.

- 3.4 Affordability Period – The City shall ensure all housing assisted under this Agreement meets the affordability requirements set forth within this agreement for a period of 30 years. This period will be secured and enforced through a Promissory Note, as well as a Deed of Trust, and Covenants, Conditions and Restrictions (CC&Rs) between the City and the developer that will be recorded at the Maricopa County Recorder's Office.
- 3.5 Program Income – Program income will be defined as any principal and interest payments made on the \$5,000,000 loan from the City of Chandler to the developer. Any program income generated through completion of this activity will be recoverable by Maricopa County to reallocate to one or more future affordable housing projects. The program income will be used to reallocate to one or more future affordable housing projects. Program income payments shall be made to Maricopa County by the City annually on June 1, commencing upon completion of the project. The City will be required to submit an annual certification to document program income activity.
- 3.6 Housing and Resource Communications – The City shall require the developer and property management company to notify designated contacts for both the City and MCHSD at least ten (10) business days in advance of accepting new applications for housing to allow each agency to communicate the opportunity to their respective clients, partners, and residents.
- 3.7 The City shall require the developer and property management company to allow the placement of collateral material in leasing offices for the purpose of marketing programs or services which residents may benefit from.

4.0 Deliverables:

Beneficiaries			
	ARPA Assisted	Non-ARPA Assisted	Total Assisted
Number of households (units)	14	143	157
Number of people served annually (approximate)	25	430	455

5.0 Budget: Estimated:

Fund Sources			
Sources		Total	
Maricopa County – ARPA		\$5,000,000	
		ARPA Funds	
	Construction Hard Costs- Residential		\$5,000,000
	TOTAL ARPA FUNDS		\$5,000,000

6.0 Proposed Project Schedule:

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	Complete	City of Chandler owns the site
Construction Loan (Closing Date)	Feb 2024	
Partnership Closing (Closing Date)	Feb 2024	
Permanent Loan Commitment	Sept 2023	
Permanent Loan Closing	June 2025	
Other Funds Firm Commitment	Complete	Commitments in place for federal and state tax credits
Other Funds Firm Commitment	Complete	Commitments in place for City of Chandler HOME and CDBG sources
Environmental Review Completion	Oct 2023	
Authority to Use Grant Funds	Oct 2023	
Zoning Entitlements	Aug 2023	City owned land-administrative process
Plans Submitted to the Municipality	June 2023	
Civil Permits Issued	Feb 2024	
Building Permits Issued	Feb 2024	
Contractors Notice to Proceed Issued	Feb 2024	
Construction Mobilization	Feb 2024	
25% Completion	July 2024	
50% Completion	Dec 2024	
75% Completion	June 2025	
Certificate of Occupancy	Oct 2025	
ARPA-Assisted Units Occupied	Nov 2025	
100% Occupancy	Jan 2026	