

AMENDMENT NO. 6 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF CHANDLER

- I. Maricopa County ("County") administered by its Human Services Department and the City of Chandler ("City") entered into a financial Intergovernmental Agreement ("Agreement") on or about February 15, 2017. The purpose of the Agreement is for the City to provide: 1). Single-family owner-occupied housing reconstruction and, 2). Tenant Based Rental Assistance (TBRA). The County provided the City with \$299,853 in 2016 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The Agreement term is July 1, 2016, through February 15, 2019. Expenditures for the Agreement activities shall be reimbursable through February 15, 2019. The County and the City may be referred to individually as the "Party" and collectively referred to as "Parties."

The Parties executed Administrative Change Order No. 1 on or about May 23, 2017, to revise the Activity Budget Summary. The Change Order did not impact the overall budget of the Agreement.

The Parties executed Amendment No. 1 on or about February 13, 2018. The Amendment extended the term of the Agreement from February 15, 2019, through September 30, 2021. The County provided the City an increase in funding in the amount of \$298,870 PY17 HOME funds. The Amendment added two (2) Work Statements 2017 A, and Work Statement 2017 B which addressed the following:

- 2017 A Work Statement –For the City to acquire, rehabilitate and resell a single-family home. The County provided the City with \$100,652 for this activity. The expenditure time frame is through September 30, 2021.
- 2017 B Work Statement – For the City to provide TBRA, administration costs, and increase the number of households assisted by 20. The County provided the City with \$198,218 for this activity. The expenditure time frame is through September 30, 2021.
- The Agreement funding amount increased to \$598,723.

The Parties executed Administrative Change Order No. 2 on or about February 26, 2018, to revise the Activity Budget Summary. The Change Order did not impact the overall budget of the Agreement.

The Parties executed Amendment No. 2 on or about October 18, 2018. The County provided the City an increase in funding in the amount of \$421,957 PY18 HOME funds. The Amendment added two (2) Work Statements 2018 A, and Work Statement 2018 B which addressed the following:

- 2018 A Work Statement - For the City to acquire, rehabilitate and resell a single-family home. The County provided the City with \$189,473. The expenditure term for this Work Statement is through September 30, 2022.
- 2018 B Work Statement – For the City to provide TBRA. The County will provide the City with \$232,484. The expenditure term for this Work Statement is through September 30, 2022.

- The Agreement funding amount increased to \$1,020,680.

The Parties executed Amendment No. 3 on or about April 28, 2020. The County provided the City an increase in funding in the amount of \$370,876.29 PY 2019 HOME funds. The Amendment added two (2) Work Statements 2019 A, and Work Statement 2019 B which addressed the following:

- 2019 A Work Statement – For the City to acquire, rehabilitate and resell a single-family home. The County provided the City with \$141,585. The expenditure term for this Work Statement is through September 30, 2023.
- 2019 B Work Statement – For the City to provide TBRA. The County will provide the City with \$229,291.29. The City shall utilize \$60,468.73 of Program Income and recaptured funds for this Work Statement. The expenditure term for this Work Statement is through September 30, 2023.
- The Agreement funding amount increased to \$1,391,556.29.

The Parties executed Amendment No. 4 on or about June 28, 2023. The County provided the City an increase in funding in the amount of \$2,991,248 (\$410,705 PY20 HOME funds, \$2,127,535 PY21 HOME and HOME-ARP funds, and \$453,008 PY22 HOME funds). The Agreement funding amount increased to \$4,382,804.29 and through this Amendment addressed the following:

- 2020 & 2021 Work Statement A – For the City to acquire, rehabilitate and resell single-family homes. The County provided the City with \$307,781. The expenditure term for this Work Statement is through September 30, 2025.
- Work Statement 2021 HOME-ARP – For the City to provide development of affordable rental housing. The County provided the City with \$1,717,654 of HOME-ARP funding. The expenditure term for this Work Statement is through September 30, 2025.
- 2020, 2021 & 2022 Work Statement B TBRA – For the City to provide Tenant Based Rental Assistance. The County provided the City with \$407,331. The expenditure term for this Work Statement is through September 30, 2025.
- 2021 & 2022 Work Statement C – For the City to acquire, rehabilitate single-family homes for affordable rental. The County provided the City with \$558,482. The expenditure term for this Work Statement is through September 30, 2025.

The Parties executed Amendment No. 5 on or about November 21, 2023. The total Agreement funding amount increased from \$4,382,804.29 to \$4,825,530.29 and through this Amendment addressed the following:

- PY2023 HOME Work Statement A – For the City to acquire and/or construct Multi-Family Rental Housing which will provide affordable housing opportunities for Chandler residents. The County provided the City with \$442,726 HOME PY2023 funds. The expenditure timeframe for these funds is through September 30, 2025.
- 2019 Work Statement A – Removed Work Statement A and reallocated \$141,585 to a revised 2019 Work Statement B for TBRA. The funding for this Work Statement consists of \$370,876.29 (HOME PY19 \$141,585 and \$229,291.29 previously allocated in Amendment No. 3). The expenditure timeframe for these funds is through September 30, 2025.

II. The Parties agree to enter into this Amendment No. 6 to amend the Agreement as follows:

- A. Revise the Contract Termination Date on Page 1 to September 30, 2027.
- B. Revise Lead Agency Point of Contact and replace with the following:

LEAD AGENCY

Representative: Jamie Macfarlane, Assistant Director, Housing and Community Development

Phone: 602-506-5813

E-mail: jamie.macfarlane@maricopa.gov

Address: 234 N. Central Avenue, Third Floor, Phoenix, AZ 85004

- C. Add the following Paragraphs to Section I (General Provisions) of the Agreement:

CCC. UNIQUE IDENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT

The Subrecipient 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. The Subrecipient and all Subcontractors must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

DDD. FORCE MAJEURE

1. Neither Party 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.
2. Each Party, 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.
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.

EEE. UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

1. The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
2. The forced labor of ethnic Uyghurs in the People's Republic of China.

3. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 4. 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.
 5. 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.
- D. Revise Section II (Special Provisions), Paragraph Q (Regarding Subcontracts and Vendors), Subparagraph 2 (DUNS Number) and replace with the following:
2. UEI Number- All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management, or SAM.
- E. Revise Section II (Special Provisions), Paragraph U (General Conditions), Subparagraph 4 (Changes) and replace with the following:
4. Administrative Change Orders- The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:
 - a. Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - b. Modifications to Budget line items if the Agreement amount remains unchanged;
 - c. Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - d. Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.
- F. Revise Section III (Work Statement) to address the following:
1. Remove 2020 & 2021 Work Statement A that was added to the Agreement in Amendment No. 4 and reallocate \$307,781 to a new revised PY20, PY21, and PY22 Work Statement B-TBRA. The City shall provide Tenant Based Rental Assistance. The funding for this Work Statement shall consist of \$715,112 (HOME PY20-\$200,000, HOME PY21-\$107,781, and \$407,331 which was previously allocated in Amendment No. 4). This expenditure timeframe for these funds is through June 28, 2027.

2. Update the expenditure timeframe for the Work Statement 2021 HOME-ARP to September 30, 2027. Update the expenditure timeframe for PY2023 HOME Work Statement A to September 30, 2027.
 3. Add PY24 Work Statement A TBRA- For the City to provide Tenant Based Rental Assistance. The County shall provide the City with \$399,251 in PY24 HUD HOME funds under ALN 14.239 for this activity. The expenditure timeframe for these funds is through September 30, 2027.
- G. Funding for Amendment No. 6 is \$399,251 and the total Agreement funding amount has increased from \$4,825,530.29 to \$5,224,781.29.
- III. Section II above contains all the changes to the Agreement made by this Amendment No. 6. The Agreement is amended to incorporate the changes contained in this Amendment No. 6. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 6 is subject to and incorporates the provisions of A.R.S. § 38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 6 on their behalf, and it shall be effective upon approval and signature by both Parties.

[Signatures contained in the following page]

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF CHANDLER

APPROVED BY:
MARICOPA COUNTY

Kevin Hartke Date
Mayor

Thomas Galvin 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 AMENDMENT NO. 6 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, 11-251, AND 11-952, THIS AMENDMENT NO. 6 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:

City Attorney Date

DMG

Deputy County Attorney Date

MARICOPA COUNTY
Work Statement B - TBRA
HOME Investment Partnerships Program
Program Year 2020, 2021, and 2022

Consortium Member: City of Chandler, Arizona
Project: Tenant Based Rental Assistance and HOME Administration
Funding: PY 2020 \$410,705 (\$385,036 from EN and \$25,669 AD)
 PY 2021 \$133,399 (\$107,781 from EN and \$25,618 from AD)
 PY 2022 \$171,008 (\$142,695 from EN and \$28,313 AD)
Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2020*	\$385,036	\$25,669	\$25,051.64	\$435,756.64
PY 2021**	\$107,781	\$25,618	\$62,082.99	\$195,481.99
PY 2022	\$142,695	\$28,313	\$108,772.11	\$279,780.11

*\$200,000 of the PY20 EN funding was reallocated from 2020 Work Statement A

**\$107,781 of the PY21 EN funding was reallocated from 2021 Work Statement A

2. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity:
 - High
2. Type of assistance/activity to be provided with HOME funds:
 - Tenant Based Rental Assistance
 - Administration
 - Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family's monthly adjusted income. The Subrecipient will verify the household income and eligibility on an annual basis.

3. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

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

4. PERFORMANCE INDICATORS:

The City of Chandler Housing and Redevelopment Division will administer the Tenant Based Rental Assistance Program. Through this effort, homelessness will be prevented by providing decent, affordable rental housing for individuals and households in need. This will result in self-sufficiency and housing stabilization, as well as an understanding of the underlying issues that contributed to loss of housing.

5. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households PY 2020	Number of Households PY 2021	Number of Households PY 2022	Total Number of Units	Number of HOME Assisted Units in program (if rental)
Households at or below 50%	34	6	12		
Households at or below 60%					
Households at or below 80%					
TOTAL	34	6	12		

6. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units PY 2020	No. of Units PY 2021	No. of Units PY 2022	Total
Elderly				
Physically Disabled				
Other Priority Populations: Veterans				
Homeless	34	6	12	52

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>TBRA MILESTONES</u>	PY 2020 COMPLETION DATE	PY 2021 COMPLETION DATE	PY 2022 COMPLETION DATE
HOME Contract Amendment signed by City	07/15/23	05/01/25	07/15/23
Environmental Program Clearance	07/15/2020	07/15/2020	07/15/2020
Application Intake-Certification of Income Eligibility	Ongoing program	Ongoing program	Ongoing program
Application Review	Ongoing program	Ongoing program	Ongoing program
Initial HQS Property Inspection	Prior to leasing and annually throughout Lead Term	Prior to leasing and annually throughout Lead Term	Prior to leasing and annually throughout Lead Term
Home Set up Report to County	07/15/23	10/31/25	07/15/25
Unit Occupied by Low/Moderate Income Person/Family	Throughout Contract Term	Throughout Contract Term	Throughout Contract Term
Completion Report submitted to City	06/28/27	06/28/27	06/28/27

Any change to the Timeline will need to be submitted to and approved by Maricopa County. Expenditure and reimbursement request timeframe for all HOME funds in this scope of work is 1/1/2023 to 6/28/2027.

8. ACTIVITY BUDGET SUMMARY:

<u>TBRA ACTIVITIES</u>	2020 HOME FUNDS	2021 HOME FUNDS	2022 HOME FUNDS	Additional Sources (defined in Table 9 & 10 below)	TOTAL COST
RENTAL COSTS					
Monthly Rent; Utility Costs; Sec. Dep; Utility Deposits	\$385,036	\$107,781	\$142,695	\$195,906.74	\$831,418.74
HOME ADMINISTRATION	\$25,669	\$25,618	\$28,313	\$0	\$79,600
TOTAL	\$410,705	\$133,399	\$171,008	\$195,906.74	\$911,018.74

Administration (AD) funds to be expended by the City of Chandler for overall HOME program administration.

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
City of Chandler Program Income PY 2020	\$25,051.64	
City of Chandler Program Income PY 2021	\$62,082.99	
City of Chandler Program Income PY 2022	\$108,772.11	
TOTAL	\$195,906.74	

10. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s). Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY General Fund	TOTAL
Cash or cash equivalents from a non-federal source	General Funds	\$158,878
TOTALS		

MARICOPA COUNTY
Work Statement A - TBRA
HOME Investment Partnerships Program
Program Year 2024

Consortium Member: City of Chandler, Arizona
Project: Tenant Based Rental Assistance and HOME Administration
Funding: PY 2024 \$399,251.00 (\$374,298.00 from EN and \$24,953.00 AD)
Type of Property: Rental

11. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2024	\$374,298.00	\$24,953.00	\$7,021.11	\$406,272.11

12. DETAILED SCOPE OF WORK:

Include the following-

3. Consolidated Plan goals as it relates to this activity: High
4. Type of assistance/activity to be provided with HOME funds:
 - Tenant Based Rental Assistance
 - Administration
 - Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family's monthly adjusted income. The Subrecipient will verify the household income and eligibility on an annual basis.

13. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

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

14. LOGIC MODEL AND PERFORMANCE INDICATORS:

The City of Chandler Housing and Redevelopment Division will administer the Tenant Based Rental Assistance Program. Through this effort, homelessness will be prevented by providing decent, affordable rental housing for individuals and households in need. This will result in self-sufficiency and housing stabilization, as well as an understanding of the underlying issues that contributed to loss of housing.

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funds	Provide rental subsidies to households who are low income and experiencing homelessness	Participating households will be provided access to affordable rental housing opportunities	Participating households will be provided a more stable living situation leading to self-sufficiency	Housing stability and self-sufficiency for participating households

15. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households PY 2024	Total Number of Units	Number of <u>HOME Assisted</u> Units
		(if rental development)	
Households at or below 50%	22		
Households at or below 60%			
Households at or below 80%			
TOTAL	22		

16. PRIORITY POPULATIONS:

Priority Populations	No. of Units PY 2024	Total
Elderly		
Physically Disabled		
Veterans		
Homeless	22	22
Other Priority Populations		

Complete the table above only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

17. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>TBRA MILESTONES</u>	PY 2024 COMPLETION DATE
HOME Contract Amendment signed by City	5/1/2025
Environmental Program Clearance	7/15/2020
Application Intake-Certification of Income Eligibility	Ongoing program
Application Review	Ongoing program
Initial HQS Property Inspection	Prior to leasing and annually throughout Lead Term
Home Set up Report to County	4/30/2026
Unit Occupied by Low/Moderate Income Person/Family	Throughout Contract Term
Completion Report submitted to County	9/30/2027

Any change to the Timeline will need to be submitted to and approved by Maricopa County. Expenditure and reimbursement request timeframe for all HOME funds in this scope of work is 1/1/2025 to 9/30/2027.

18. ACTIVITY BUDGET SUMMARY:

<u>TBRA ACTIVITIES</u>	2024 HOME FUNDS	Additional Sources (defined in Table 9 & 10 below)	TOTAL COST
RENTAL COSTS			
Monthly Rent; Utility Costs; Sec. Dep; Utility Deposits	\$374,298.00	\$7,021.11	\$381,319.11
HOME ADMINISTRATION	\$24,953.00	\$0.00	\$24,953.00
TOTAL	\$399,251.00	\$7,021.11	\$406,272.11

Administration (AD) funds to be expended by the City of Chandler for overall HOME program administration.

19. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
City of Chandler Program Income PY 2024	\$7,021.11	N/A
TOTAL	\$7,021.11	N/A

20. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s). Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	General Funds	\$93,574.50
TOTALS		\$93,574.50