



COCHISE COUNTY

FUNDING AGREEMENT

STATE HOUSING FUND GRANT
OWNER-OCCUPIED EMERGENCY HOME REPAIR

APRIL 23, 2024

SHTF FUNDING AGREEMENT

TERMINATION DATE October 15, 2025

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
COCHISE COUNTY
FOR OWNER OCCUPIED EMERGENCY REPAIRS**



Section 1. FUNDS PROVIDED

ADOH agrees to provide \$250,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

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Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within **thirty (30) days** of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until **OCTOBER 15, 2025** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

This contract award is contingent upon:

A. Assistance is reserved for the following incomes:

- a. 0% (0 household) at or below 30% of area median income;
- b. 100% (10 households) at or below 50% of area median income; and
- c. 0% (0 household) at or below 80% of area median income.

B. The program will serve the following priority populations:

- a. 10% (1 households) for families with children;
- b. 90% (9 household) elderly (62 years of age and older);

C. All owner occupied emergency housing repair activities must meet local code.

D. Maximum State HTF investment per unit is \$25,000 and will include project specific administration for the unit.

E. All Manufactured housing units must meet the following

- a. Placed on a permanent foundation (requires certification) and is connected to permanent utility hookups;
- b. Is located on land that his held in fee-simple title, or long-term ground lease with a term of at least 99 years (50yrs for tribal land); and
- c. Meets the construction standards of 24 CFR 3280 if manufactured after June 15, 1976, or, meets applicable local and/or state codes if manufactured prior to June 15, 1976.

F. Manufactured housing units must be permanently affixed to land owned by household and not in a leased mobile park.

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Section 8. SCHEDULE OF COMPLETION

Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*,

attached hereto as Attachment B. **To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date.** ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

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Section 9. BUDGET

Recipient agrees to **use the funds** provided pursuant to this Agreement **in accordance with the Budget** that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must **obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another.** ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program..

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Section 13. COMPENSATION AND METHOD OF PAYMENT

ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH.

Requests for reimbursement must be made using the *ADOH Request for Payment form*.

Recipient **must maintain proof of said expenditures** including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations.

Recipient's **right to incur expenses** under this Agreement shall **cease upon expiration of this Agreement**. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration.

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Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has **failed to comply with the conditions hereof** including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement.

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Section 21. TERMINATION FOR CONVENIENCE

ADOSH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that **continuation will not produce beneficial results.**

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Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a **period of five (5) years** following the date of the letter informing Recipient of the Administrative Closeout or termination.

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Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.