

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

- I. Maricopa County (“County”) administered by its Human Services Department and the City of Glendale (“City”) entered into a financial Intergovernmental Agreement (“Agreement”), which was fully executed on or about January 12, 2017. The purpose of the Agreement is for the City to provide: 1) owner-occupied housing rehabilitation, including replacement of existing housing (\$261,703), and 2) land acquisition and construction of new housing (\$252,412). The County provided the City with \$514,115 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 January 12, 2019. Expenditures for the Agreement activities shall be reimbursable through January 12, 2019.

The Parties fully executed Amendment No. 1 on or about March 8, 2018. The Amendment extended the term of the Agreement from January 12, 2019, through September 30, 2021. The County provided the City funding increase of \$515,985 in 2017 HOME funds. The Amendment added two (2) Work Statements: 2017a, and Work Statement 2017b which addressed the following:

- 2017a Work Statement – the City to rehabilitate three (3) additional owner-occupied single-family housing units for low-income residents. The County provided the City with \$260,109 for this activity. The expenditure time frame was through September 30, 2021.
- 2017b Work Statement – the City to acquire land and develop new construction of three (3) single-family homes. The County provided the City with \$255,876 for this activity. The expenditure time frame is through September 30, 2021.

The Agreement total funding was increased from \$514,115 to \$1,030,100.

The Parties fully executed Amendment No. 2 on or about March 27, 2019. The County provided the City an increase of \$718,852 in 2018 (HUD) HOME funds. The Amendment added two (2) Work Statements which addressed the following:

- 2018 A Work Statement – for the City to provide owner occupied housing rehabilitation to its residents. The County provided the City with \$463,852 for this activity. The expenditure time frame is through September 30, 2022.
- 2018 B Work Statement – for the City to construct single family housing and to provide homebuyer assistance. The County provided the City with \$255,000 for this activity. The expenditure time frame is through September 30, 2022.

The Agreement total funding was increased from \$1,030,100 to \$1,748,952.

The Parties fully executed Amendment No. 3 on or about October 14, 2019. The Amendment extended the Agreement term through September 30, 2023. The Amendment also extended the expenditure timeframe of the 2016 project activities through September 30, 2021. The County provided the City an increase in funding in the amount of \$669,968.56 in 2019 (HUD) HOME funds. The Amendment added three (3) Work

Statements: 2019 A, Work Statement 2019 B, and Work Statement 2019 C which addressed the following:

- 2019 A Work Statement – the City to provide owner occupied housing rehabilitation or reconstruction activities. The County provided the City with \$200,311.39 for this activity. The City shall utilize \$63,083.87 in HOME PY2019 Program Income funds towards these activities. The expenditure time frame is through September 30, 2023.
- 2019 B Work Statement – the City to acquire land, construct a single-family home and provide homebuyer assistance. The County provided the City with \$79,220 for this activity. The expenditure time frame is through September 30, 2023.
- 2019 C Work Statement – the City to utilize \$390,437.17 funds for new construction of multi-family rental housing. The expenditure time frame is through September 30, 2023.

The Agreement total funding was increased from \$1,748,952 to \$2,418,920.56.

The Parties fully executed Amendment No. 4 on or about April 21, 2021. The Amendment revised required language in the Agreement and addressed changes to the following Work Statements:

- 2016 Work Statement - Reduced the funding under 2016 Work Statement Housing Rehabilitation funding amount from \$261,703 to \$96,202.94 and replaced with 2016 Revised Work Statement Housing Rehabilitation/Replacement. The expenditure deadline for this 2016 Revised Work Statement was through September 30, 2022.
- Removed 2016 Work Statement - Acquisition of Land and Construction of New Housing and allocated the funds \$252,412 to 2016 New Work Statement New Construction. The expenditure deadline for this 2016 New Work Statement was extended to September 30, 2022.
- Replaced with a new 2016 Work Statement for Tenant Based Rental Assistance (TBRA). The County reallocated unexpended funds of \$165,500.06 from the previous 2016 Work Statement - Housing Rehabilitation to this new 2016 Work Statement. The expenditure deadline for the new 2016 Work Statement is through September 30, 2022.
- Removed 2017a Work Statement and replaced with 2017c Work Statement - TBRA. The 2017c Work Statement \$260,109 was funded with previously approved 2017a Work Statement funding. The expenditure deadline for this new 2017c Work Statement is through September 30, 2023.
- Replaced 2018 Work Statement A - Housing Rehabilitation with 2018 Work Statement C - TBRA. The County funding of \$463,852 from 2018 Work Statement A was reallocated to 2018 Work Statement C. The expenditure deadline for this 2018 Work Statement C is through September 30, 2023.

The Agreement total funding amount remains unchanged at \$2,418,920.56.

The Parties fully executed Amendment No. 5 on or about March 15, 2023. The Amendment changed the County lead representative and extended the Agreement term through September 30, 2025. The County provided the City with an increase in funding of \$5,032,820 in (HUD) HOME funds. The Amendment added four (4) Work Statements to the Agreement as follows:

- Add Work Statement A 2020 – for the City to acquire land, construct three single-family homes and provide down payment assistance to eligible homebuyers. The County provided the City with \$266,197 in PY2020 (HUD) HOME Investment

Partnerships Program funds for the Work Statement activities, under ALN 14.239, which shall be reimbursable through September 30, 2025.

- Add Work Statement B 2020 and 2021 TBRA - For the City to provide Tenant Based Rental Assistance (TBRA) to eligible households. The County provided the City with \$1,124,946.00 (PY 2020: \$438,450 and PY2021: \$686,496) in (HUD) HOME funds for these Work Statement activities, under ALN 14.239, which shall be reimbursable through September 30, 2025.
- Add Work Statement C 2021 HOME-ARP – for the City to deliver McKinney-Vento Supportive Services and Homeless Prevention Services to its residents. The County provided the City with \$2,876,844 in 2021 (HUD) HOME-ARP funding for these Work Statement activities, under ALN 14.239, which shall be reimbursable through September 30, 2025.
- Add Work Statement D 2022 – for the City to acquire and/or construct multi-family rental housing for its residents. The County provided the City with \$764,833.00 in PY 2022 (HUD) HOME funds for these Work Statement activities, under ALN 14.239, which shall be reimbursable through September 30, 2025.

The Agreement total funding was increased from \$2,418,920.56 to a not-to exceed amount of \$7,451,740.56.

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

- A. Extend the Agreement term from September 30, 2025, through September 30, 2026.
- B. The County shall provide the City with funding for Amendment No. 6 in an amount not to exceed \$775,975.00. Total funding for the Agreement shall hereby increase from \$7,451,740.56 to \$8,227,715.56.
- C. Revise and update Lead Agency (County) contact:
 Representative: Jamie Macfarlane, Assistant Director
 Housing and Community Development Division
 Address: 234 North Central Ave, 3rd Floor, Phoenix AZ 85004
 Phone: 602-506-5813
 E-Mail: Jamie.Macfarlane@maricopa.gov
- D. Revise Section 1 (General Provisions) to incorporate the following paragraphs into the Agreement:

D.D.D. 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

E.E.E FORCE MAJEURE

1. The Parties shall not be held liable for failure of performance, nor incur any liability to the other Parties 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(ies) 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(ies) was/were timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

F.F.F. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT

The City shall each have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or [SAM.gov](https://sam.gov). Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the Agreement. Contractors 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.

G.G.G UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

1. The City warrants and certifies that they do not currently, and agrees for the duration of the agreement that it will not, use:
 - a. The forced labor of ethnic Uyghurs in the People's Republic of China.
 - b. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - c. 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.
2. If the City becomes aware during the term of the Agreement that the City is not in compliance with this paragraph, the City shall notify the County within five business days after becoming aware of the noncompliance. Failure of the City to provide a written certification that the City 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.

H.H.H. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

I.I.I. ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

E. Revise and replace Section II (Special Provisions), Paragraph U (General Conditions), subparagraph 4 of the Agreement with the following:

4.0 Administrative Change Orders

4.1 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:

- 4.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 4.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 4.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 4.1.4 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 3 (Work Statements) to address the following:

- 1. Add an additional Work Statement, hereinafter referred as “Work Statement PY 2023” attached and incorporated into the Agreement. This Work Statement is for the City to provide Tenant Based Rental Assistance (TBRA) as outlined in 2.0 Detailed Scope of Work. All work performed, or costs or expenses incurred, shall be reimbursable through September 30, 2026. The County shall provide the City with \$775,975.00 (\$727,460.00 from EN; \$48,497.00 from AD) for the Work Statement activities. The funding for this Work Statement is provided by PY2023 (HUD) HOME Investment Partnerships Program funds, under ALN 14.239.
- 2. Revise Work Statement D 2022 Acquisition and/or New Construction of Multi-family Rental Housing - Activity Budget Summary, to reallocate funding in the amount of \$764,833.00 from the line-item expenditure -

Construction Costs (Materials), to Acquisition of Land. The total Work Statement budget remains unchanged at \$764,833.00.

3. Revise Work Statement B PY2020/2021 TBRA, paragraph 1.0 (Funding) to correct a typo and restate the correct funding amount of PY2019 TBRA Program Income (PI) and reduce by \$.03, from \$63,083.87 to \$63,083.84. This also corrects paragraph the 9.0 (Source and Amount of Other Resources) funding from \$320,192.97 to \$320,192.94.
 4. Extend the expenditure period for both the PY2018 Work Statement A and PY2019 Work Statement A through December 31, 2024. In addition, PY2019 Work Statement A for Owner-Occupied Rehab is amended to reallocate \$87,106.26 in funding (which hereby reduces total budget to \$113,205.13) to the PY20/21 TBRA Work Statement which shall be increased from \$1,124,946.00 to \$1,212,052.26. This will provide the City with additional time to complete the Work Statement activities.
 5. Revise Section IV (Compensation), Paragraph D (Reimbursement) which shall be amended to reference a new Total Agreement funding amount not to exceed \$8,227,715.56.
- III. Section II above contains all the changes made by this Amendment No. 6 and is subject to A.R.S. §38-511. All other terms and conditions of the Agreement and previously approved Amendments shall remain the same and in full force and effect as approved.
- 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 on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 6:

APPROVED BY:
CITY OF GLENDALE

APPROVED BY:
MARICOPA COUNTY

Kevin Phelps Date
City Manager

Jack Sellers Date
Chairman of the Board of Supervisors

Attested To:

Attested To:

Julie K. Bower Date
City Clerk

Juanita Garza Date
Clerk of the Board

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 GLENDALE 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

Deputy County Attorney.....Date

**MARICOPA COUNTY
Work Statement 2023 TBRA
HOME Investment Partnerships Program**

Consortium Member: City of Glendale, Arizona

Project: Tenant Based Rental Assistance (TBRA)

County Funding: **PY2023** - \$775,957 (\$727,460.00 from EN; \$48,497.00 from AD)

Other Funding: **PY2023** - \$30,904.14 from PI (*non-reimbursable, IDIS draw only*)

Type of Property: Single and Multi-Family Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMIN (AD)	PI (ADMIN) <small>(non-reimbursable, IDIS draw only)</small>	PI (Activity) <small>(non-reimbursable, IDIS draw only)</small>	RECAPTURE <small>(non-reimbursable, IDIS draw only)</small>	TOTAL BUDGET
PY 2023	\$727,460.00	\$48,497	\$3,090.00	\$27,814.14	\$0	\$806,861.14

2. DETAILED SCOPE OF WORK:

- 2.1 Tenant Based Rental Assistance within the City is certified a “High” priority in the Consolidated Plan.
- 2.2 Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance. Funding stipulated in this scope of work will be added into the City’s existing Subrecipient Agreement with A New Leaf, pending environmental clearance and City Council action.
- 2.3 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 determine that household income does not exceed 60% or area median income prior to initial occupancy and will recertify beneficiaries for up to one additional year of assistance, as allowable by 24 CFR 92.
- 2.4 Expenditure deadline for this SOW is 9/30/2026.

3. OBJECTIVES AND OUTCOMES:

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	<input type="checkbox"/> Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	<input checked="" type="checkbox"/> Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	<input type="checkbox"/> Housing Activities in a targeted revitalization area

4. LOGIC MODEL: PERFORMANCE INDICATORS:

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 funding	Provide rental subsidies to low-income households who are homeless or at risk of becoming homeless.	Low-income households will be provided access to affordable rental housing opportunities.	Low-income families will be provided a more stable living situation leading to self-sufficiency.	Stable neighborhoods; Access to affordable housing. Self-sufficiency.

5. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households PY 2023
Households at or below 50%	0
Households at or below 60%	35
Households at or below 80%	0
TOTAL	35

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 2023
Elderly	0
Physically Disabled	0
Other Priority Populations: Homeless	0

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
HOME Contract Amendment signed by City	10/09/2024	10/09/2024
Environmental Program Clearance	Completed	Completed
Subrecipient Agreement Amended	10/15/2024	11/01/2024
Application Intake-Certification of Income Eligibility	11/01/2024	11/15/2025
Application Review	11/01/2024	11/15/2025
Initial HQS Property Inspection	11/01/2024	11/15/2025
HOME Set up Report to County	01/15/2025	01/15/2026
Unit Occupied by Low/Moderate Income Person/Family	12/01/2024	12/01/2025
Completion Report submitted to County	12/01/2025	01/15/2026

Any change to the Timeline shall need to be submitted to and approved by Maricopa County.

8. ACTIVITY BUDGET SUMMARY:

<u>TBRA ACTIVITIES</u>	2023 HOME FUNDS	Additional Sources* (defined in Table 9 & 10)	TOTAL COST
Monthly Rent; Utility Costs; Sec. Dep; Utility Deposit; program delivery expenses	\$727,460.00	\$27,814.14	\$755,274.14
HOME ADMINISTRATION	\$48,497.00	\$3,090.00	\$51,587.00
TOTAL	\$775,957.00	\$30,904.14	\$806,861.14

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT
City of Glendale Program Income (PY 2023)	\$30,904.14
TOTAL	\$30,904.14

10. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s).

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	A New Leaf	Estimate: \$181,865.00
TOTAL		\$181,865.00