

**AMENDMENT NO. 1 TO THE
CONTRACT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS HUMAN SERVICES
DEPARTMENT
AND
THE CITY OF GLENDALE**

- I. Maricopa County (“County”) administered by its Human Services Department and the City of Glendale (“Subrecipient”) entered into a financial agreement (“Agreement”) on or about February 21, 2024. The Agreement term is January 1, 2024, through September 30, 2026. The purpose of the Agreement is for the Subrecipient to convey land and construct non-congregate transitional housing units through an eligible subrecipient or developer for homeless and at-risk Veteran households at approximately 6324 NW Grand Avenue in the City of Glendale. The construction shall generate 50 residential units and provide shelter, community outreach and case management services for approximately 50 homeless and at-risk Veterans annually. The County provided the Subrecipient with \$3,000,000 in American Rescue Plan Act (ARPA) funds under Assistance Listing Number (ALN) 21.027. The County and the Subrecipient may be referred to individually as “Party” or collectively as “Parties.”
- II. The Parties now agree to amend the Agreement as follows:
- A. Extend the Agreement expiration date from September 30, 2026, through December 31, 2026, on page 1 of the Agreement.
- B. Incorporate Federal Award Identification Number(s) (FAIN) and Award Date into the Agreement by adding the following to page 1:
- FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021
- C. Revise Paragraph 3.0 (Term of Agreement), Subparagraph 3.1 by removing it in its entirety and replacing it with the following:
- 3.0 TERM OF AGREEMENT**
3.1 The term of this Agreement is from January 1, 2024, through December 31, 2026.
- D. Revise Paragraph 4.0 (Amendments) by removing it in its entirety and replacing it with the following:
- 4.0 AMENDMENTS**
The Agreement may be amended, provided the Subrecipient is in full compliance with all the terms and conditions of the Agreement as agreed to by the Parties. Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.
- E. Revise Paragraph 5.0 (Administrative Change Orders) by removing it in its entirety and replacing it with the following:

5.0 ADMINISTRATIVE CHANGE ORDERS AND ADDENDA

5.1 Administrative Change Orders and Addenda – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to a.) review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders, and b.) acknowledge the property(ies) that are the subject of Exhibit A – Statement of Work of this Agreement through Addenda. The Administrative Change Orders and Addenda will be effective upon execution by both of the Parties.

5.1.1 Administrative Change Orders shall address any of the following changes:

5.1.1.1 Modifications to the Project timeline if the last day of the Project timeline is within the Agreement term;

5.1.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

5.1.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or

5.1.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state or local regulations, policies, or requirements; and

5.1.2 Addenda: The Subrecipient shall submit to the County an Addendum when a property has been identified and will be acquired by the Subrecipient.

5.1.2.1 An Addendum shall be integrated into the Agreement.

5.1.2.2 A sample Addendum is attached as Exhibit B.

F. Revise Paragraph 7.0 (Funding) by removing it in its entirety and replacing it with the following:

7.0 FUNDING

The County shall provide the Subrecipient with \$3,000,000 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) under Assistance Listing Number (ALN) 21.027 provided to the County through the U.S. Department of Treasury. ARPA funds must be fully expended by December 31, 2026.

G. Revise Paragraph 9.0 (Responsibilities of Organizations) as follows:

1. Revise subparagraphs 9.1.1 and 9.1.2 by removing them in their entirety and replacing them with the following:

9.1.1 Provide or contract for an eligible Subcontractor to provide additional homeless shelter transitional housing beds for homeless and at-risk Veterans within the city of Glendale, by implementing any of the following:

9.1.1.1 Property conveyance;

9.1.1.2 New construction;

9.1.1.3 Site improvements associated with property conveyance and development, seek qualified design

- and construction teams to provide applicable construction and/or design services;
- 9.1.2 Complete or contract for an eligible Subcontractor to complete the project description in Exhibit A – Statement of work.
- 2. Revise subparagraph 9.1.6 by removing it in its entirety and replacing it with the following:
 - 9.1.6 Establish use restrictions for the Veterans shelter/project/property as follows:
 - 9.1.6.1 For a minimum period of ten years after the project outlined in Exhibit A is completed, the Subrecipient or a Subcontractor will use the Property(ies) identified in Exhibit A exclusively to provide services and shelter for Veterans experiencing homelessness as specified in Exhibit A Work Statement and in compliance with 2 CFR 200.311
 - 9.1.6.2 The Subrecipient shall deliver to County fully authorized and executed Special Warranty Deed and associated Land Use Restrictions and Deed of Trust and Promissory Note or other security instruments deemed appropriate by the City, which documents shall be recorded in Maricopa County Recorder’s Office to attach to the Project/Property/Shelter as outlined in Exhibit A. In no event shall the Land Use Restriction Agreement be removed or modified in any manner without the prior written consent of the County within the 10-year period of affordability provided for in the foregoing Deed of Trust and Promissory Note.
 - 9.1.6.3 If the Subrecipient chooses to sell or use the project for an alternative use other than as outlined in Exhibit A before the 10 years has concluded, the Subrecipient will fully refund the County \$3,000,000.

- H. Revise Paragraph 14.0 (Notices) by updating the County point of contact with the following:

14.0 NOTICES

For Maricopa County:
Human Services Department
Community Resilience Division
Siman Qaasim, Assistant Director
602-506-4841
234 N. Central Ave, 3rd Floor
Phoenix, AZ 85004

- I. Revise Paragraph 23.0 (Property) by removing subparagraph 23.2 in its entirety and replacing it with the following:
 - 23.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient, or Subrecipients subrecipient or Subcontractor,

as applicable. Repair costs of such property shall be the responsibility of the Subrecipient or Subrecipient's subrecipient, as applicable.

- J. Revise Paragraph 26.0 (INSURANCE) by removing it in its entirety and replacing it with the following:

26.0 INSURANCE

26.1 The Subrecipient is a public entity and shall ensure the Insurance thresholds below are met and provide the County with a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000 , and
Each Occurrence Limit	\$1,000,000; and
Workers' Compensation	a limit of no less than \$1,000,000 for each accident.

26.2 Mail COI to:
 Maricopa County
 c/o Risk Management
 301 W Jefferson St., Suite 910
 Phoenix, AZ 85003

26.3 Cancellation and Expiration Notice:

26.3.1 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, without 30 days prior written notice to Maricopa County. 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.

26.4 Subcontractors: The Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies, or the Subrecipient shall furnish separate certificates for each Subcontractor. All coverage for Subcontractors shall be subject to the minimum requirements identified above.

26.5 Approval: Any modification or variation of the insurance requirements in any agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal amendment.

- K. Revise Exhibit A - Statement of Work by removing it in its entirety and replacing it with Exhibit A - Statement of Work that is attached to this Amendment No. 1.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 1. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 1 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. 1 on their behalf.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
CITY OF GLENDALE

APPROVED BY:
MARICOPA COUNTY

Mayor Jerry P. Weiers Date

Jack Sellers, Chairman Date
Board of Supervisors

Attested To:

Attested To:

Julie K. Bower, City Clerk Date

Juanita Garza, Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 1 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. 1 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:

BY: _____
Michael D. Bailey, City Attorney Date

BY: _____
Deputy County Attorney Date

EXHIBIT A- STATEMENT OF WORK**1.0 Project Description:**

- 1.1 The City will be contracting with Veterans Community Project (VCP) for the construction and services of the project. VCP Glendale will consist of a minimum of 50 ARPA-assisted units of non-congregate transitional housing for Veterans and their families and will provide on-site wrap around services with in-depth case management focused on self-sufficiency and housing stability. These wrap-round services will be provided at an on-site services administration facility. Veterans may stay in their unit as they continually progress in their program and toward their transition to permanent housing. The Positive Transition to permanent housing Average Length of Stay is 499 days (about 1.5 years) which is similar to existing Tenant Base Rental Assistance or Rapid Rehousing Assistance programs offered by the City. Occupancy rates at existing facilities are always very high, however, occupancy rates can fluctuate based on staffing, prepping units for new residents, and ensuring a small number remain available to maintain the agility to house some Veterans immediately or to ensure a unit is available for a Veteran nearing completion of a program. 20% of units (10 beds) will be set aside for clients experiencing literal homelessness as defined by the Department of Housing and Urban Development (HUD).
- 1.2 ARPA funding will be expended on predevelopment and hard construction costs for the residential units and will be fully expended by December 31, 2026. The City will ensure the ARPA-assisted units will serve Veterans and their families at risk of or experiencing homelessness, to provide long-term housing stability, for a period of performance of no less than ten years. These occupancy requirements and period of performance will be secured through a Special Warranty Deed and associated Land Use Restrictions, Deed of Trust, Promissory Note or other security instruments deemed appropriate by the City and executed by VCP and recorded at the Maricopa County Recorder's Office.
- 1.3 Unit Details: Each unit features a bed, a small kitchen, and a bathroom. Every detail of the homes have been designed with Veterans' needs in mind, such as the placement of doors and windows to increase a sense of security for those impacted by post-traumatic stress disorder (PTSD). There will be 40 units at 260 square feet, eight (8) units at 320 square feet (for family units) and two (2) ADA units at 386.5 square feet. The units will be built on a concrete foundation and meet the code requirements of new construction. Homes are all connected to city sewers, water, and electric services.
- 1.4 VCP Services after construction:
 - 1.4.1 Case managers coordinate wrap-around services and provide overall leadership and supervision of case management; however, the bulk of specialized services are provided by existing partner organizations and agencies. This support includes addiction counseling, suicide prevention, mental and behavioral health, and other necessary services. Each village includes a Village Center where case managers provide essential services and is tailored to the needs in each community.
 - 1.4.2 VCP will provide community outreach which includes navigating services, providing necessities, identification services, mental and physical health referrals, housing navigation and permanent placements, financial counseling, emergency financial assistance, and employment support among other services.

- 1.4.3 VCP will collaborate with local services providers and the local Veteran Administration office in order to accept referrals and connect clients to the most useful and appropriate resources to meet their needs.

2.0 Deliverables:

- 2.1 Build a campus style transitional shelter for homeless veterans and their families that will be in use for the purpose intended as outlined in the Work Statement for no less than ten (10) years.

2.2 Estimated Beneficiaries

Beneficiaries:	
Number of households (units)	50
Number of people (approximate)	50 people annually

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.
- 3.2 Occupancy Requirements – The Project staff shall determine and verify homelessness upon intake, utilizing the McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 definition as referenced here: https://www.hud.gov/sites/documents/HAAA_HEARTH.PDF.
- 3.3 Occupancy requirements over the 10-year period of performance will be enforced through a Special Warranty Deed and Land Use Restrictions provided by the City of Glendale and recorded at the Maricopa County Recorder’s Office.

4.0 Budget:

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	\$3,000,000.00
City of Glendale	\$4,032,263.00
State of Arizona	\$3,214,500.00
Total Committed Funding	\$10,246,763.00

Budget Summary	City of Glendale General Fund Contribution	State General Fund Contribution	Maricopa County ARPA Funds	Additional Sources Needed	TOTAL COST (Estimated)
Acquisition Costs					
Land	\$3,844,763.00				\$3,844,763.00
Building Acquisition					
Other: taxes, title, recording					
Sub-Total	\$3,844,763.00				\$3,844,763.00
General Development Costs					
Construction Hard Costs- Residential		\$1,714,500.00	\$2,185,000.00	\$1,847,100.00	\$5,746,600.00
Construction Costs- Nonresidential Admin services building		\$1,500,000.00		\$1,846,900.00	\$3,346,900.00
Contractor OH, Profit, and Gen. Conditions				\$973,190.00	\$973,190.00
Hard Costs Contingency				\$945,940.00	\$945,940.00
Architect Fees (@10% of Const Hard Costs)			\$550,000.00		\$550,000.00
COG Permit Fees	\$187,500.00				\$187,500.00
Legal Fees			\$25,000.00		\$25,000.00
Other Professional Fees			\$240,000.00		\$240,000.00
Sub-Total	\$187,500.00	\$3,214,500.00	\$3,000,000.00	\$5,613,130.00	\$12,015,130.00
TOTALS					
	\$4,032,263.00	\$3,214,500.00	\$3,000,000.00	\$5,613,130.00	\$15,859,893.00

5.0 Proposed Timeline:

Project Milestones County ARPA funds will be fully expended and utilized by December 31, 2026.	Estimated Completion Date
Site Control or Acquisition	January 31, 2025
Other Funds Firm Commitment	December 30, 2025
Zoning Entitlements	March 31, 2025
Plans Submitted to Municipality	November 4, 2024
Civil Permits Issued	March 31, 2025
Building Permits Issued	May 31, 2025
Contractors' Notice to Proceed Issued	June 15, 2025
Construction Mobilization	June 30, 2025
25% Construction Completion	March 15, 2026
50% Construction Completion	July 31, 2026
Final County ARPA Reimbursement Request	December 31, 2026
75% Construction Completion	December 31, 2026
100% Construction Completion	July 31, 2027

Proposed, subject to change through Administrative Change Order Provision in 5.0

EXHIBIT B – SAMPLE ADDENDUM

**ADDENDUM
TO THE AGREEMENT AMONG
MARICOPA COUNTY
ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT
AND**

ACTIVITY:

CONTRACT START DATE:

CONTRACT END DATE:

CONTRACT NUMBER:

ACTIVITY FUNDING AMOUNT:

- I. The purpose of this Addendum is to identify the property(ies) acquired for Project activities.
- II. Pursuant to the Agreement Section 2 (Special Provisions), Paragraph 20.0 (General Conditions), of the Parties' Agreement, the following property is identified for purchase: _____ [Insert street address(es) and Maricopa County tax parcel number(s)].
- III. All other terms of the Agreement not amended by this Addendum shall remain in full force and effect as approved.
- IV. The Parties have authorized the undersigned to execute this Addendum on their behalf.
- V. This Addendum shall be effective upon approval and signature by the Parties.

IN WITNESS, the Parties have approved and signed this Addendum.

MARICOPA COUNTY

_____	Date	_____	Date
Chairman, Board of Supervisors		Name & Title	

ATTESTED TO:

Clerk of the Board Date

APPROVED AS TO FORM:

Deputy County Attorney Date