

AMENDMENT NO. 4 TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF PEORIA

- I. Maricopa County (“County”) administered by its Human Services Department and the City of Peoria (“City” and or “Subrecipient”) entered into a financial Intergovernmental Agreement (“Agreement”) on or about December 6, 2016. The purpose of the Agreement is for the Subrecipient to construct single family homes and provide homebuyer assistance to low-income families for the purchase of the homes. The County provided the Subrecipient with \$180,641 in 2016 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The Agreement effective date is July 1, 2016, through December 6, 2018. The County and the Subrecipient may be referred to individually as the “Party” and collectively referred to as the “Parties.”

The Parties executed Amendment No. 1 on or about February 28, 2018, to address the following: 1) Extend the term of the Agreement from December 6, 2018, to September 30, 2021; 2) Add 2017A Work Statement for the Subrecipient to construct two (2) single family houses and provide homebuyer assistance to low-income families. The County provided the Subrecipient with \$177,887 for the Work Statement. All work performed or cost incurred or expended for this Work Statement shall be reimbursable through September 30, 2021; 3) Add that Work Statement 2016a expenditure term shall expire on September 30, 2019; 4) Upon approval of Amendment No. 1, the Agreement funding amount increased to \$358,528.

The Parties executed Amendment No. 2 on or about October 18, 2018, to add a 2018 Work Statement for the Subrecipient to construct two (2) single family homes and provide homebuyer assistance to low-income families. The County provided the Subrecipient with \$247,137 for the 2018 Work Statement. All work performed or cost incurred or expended for 2018 Work Statement shall be reimbursable through September 30, 2022. Upon approval of Amendment No. 2, the Agreement funding amount increased to \$605,665.

The Parties executed Amendment No. 3 on or about October 31, 2019, to add a 2019 Work Statement for the Subrecipient to construct two (2) single family homes and provide homebuyer assistance to low-income families. The County provided the Subrecipient with \$227,655.22 for the 2019 Work Statement. All work performed or cost incurred or expended for 2019 Work Statement shall be reimbursable through September 30, 2023. Upon approval of Amendment No. 3, the Agreement funding amount increased to \$833,320.22.

- II. The Parties agree to enter into this Amendment No. 4 to the Agreement to amend the Agreement as follows:
- A. Extend the expenditure timeframe for the 2019 Work Statement from September 30, 2023, through September 30, 2024.

- B. Revise Section 1 (General Provisions) to add the following new paragraph:
- CCC. 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:
    - 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 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.
- III. Section II above contains all the changes made by this Amendment No. 4. All other terms and conditions of the Agreement remain in full force and effect as amended by previous amendments.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 4 on their behalf.
- V. This Amendment No. 4 shall be effective upon approval and signature by both Parties.

[Signatures contained in following page]

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:  
CITY OF PEORIA

APPROVED BY:  
MARICOPA COUNTY

\_\_\_\_\_  
Jason Beck Date  
Mayor

\_\_\_\_\_  
Clint Hickman Date  
Chairman Board of Supervisors

Attested To:

Attested To:

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
Juanita Garza Date  
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 4 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 PEORIA UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 4 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