

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") entered into a financial Intergovernmental Agreement ("Agreement") on or about November 17, 2021. The purpose of the Agreement is for the City to acquire and rehabilitate two (2) single-family homes in Peoria, one (1) single-family home for Program Year 2020 and one (1) single-family home for Program Year 2021. The County provided the City with \$235,817 in Program Year 2020 and \$232,061 in Program Year 2021 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) under Assistance Listing Number (ALN) 14.239. All work performed or costs incurred or expended shall be reimbursable through September 30, 2025. The County and the City may be referred to individually as the "Party" and collectively referred to as the "Parties."

The Parties executed Amendment No. 1 on or about December 7th, 2022, to address the following: 1) Change lead agency to Maricopa County Representative. 2) Amend Section 2 (Special Provisions), Subparagraph 14.0 by adding subparagraph 14.12 regarding forced labor in the Peoples Republic of China 3) Add an additional Work Statement referred to as "2022 Work Statement", attached and incorporated into the Agreement. The 2022 Work Statement is for the City to acquire and rehabilitate two (2) single-family houses in the City of Peoria. All work performed, or costs incurred expenses shall be reimbursable through September 30, 2025. The County provided the City with \$275,546 for the Work Statement activities. Under the Amended Agreement, County funding was increased from \$467,878 to \$743,424 in total HOME funds.

The Parties executed Amendment No. 2 on or about April 18, 2024, to address the following: 1) Extend the Agreement termination date from September 30, 2025, through September 30, 2026, 2) Add an additional Work Statement referred to as "2023 Work Statement", attached and incorporated into the Agreement. The 2023 Work Statement is for the City to acquire and rehabilitate two (2) single-family houses in the City of Peoria. This project is a scattered-site single-family homeownership project. Expenditures for this Work Statement and all work performed, or costs incurred shall be reimbursable through September 30, 2026. The County shall provide the City with \$297,476 for the Work Statement activities. The funding for Work Statement is provided by PY23 HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (HUD) funds, under ALN 14.239, and 3) under the Amended Agreement, County funding was increased from \$743,424 to \$1,040,900 in total HOME funds.

The Parties executed Amendment No. 3 on or about April 10, 2025, to extend the Agreement termination date to September 30, 2027, update the lead County point of contact, made required changes to Section 1 (General Provisions), Paragraph 11 (Budget Adjustments). Paragraph 12 (Disputes) and added Provisions Required by Law and Unique Entity Identifier And System For Award Management Registration. Section 2 (Special Provisions) was further revised in Paragraph 1 (Compliance With Laws, Rules &

Regulations), Paragraph 15 (Subcontracts and Vendors) and Paragraph 18 (Program Completion). The Amendment also revised and replaced the 2022 Work Statement, the 2023 Work Statement, and added an additional Work Statement "PY24 Work Statement A - Acquisition and Rehab for Homebuyers". The County provided the City with \$130,599 in PY24 HUD HOME funds, costs incurred shall be reimbursable through September 30, 2027. The Amendment also added an additional Work Statement "PY24 Work Statement B - Acquisition and New Construction for Homebuyers". The County provided the City with \$136,707 in PY24 HOME funds, costs incurred shall be reimbursable through September 30, 2027.

II. The Parties now agree to modify the Agreement as authorized by Section 1 (General Provisions), Paragraph 3.0 (Amendments) of the Agreement as follows:

A. Under the Amended Agreement, County funding shall be increased from \$1,308,206, by \$270,017 provided by PY25 HOME Investment Partnership Program (HOME) funds through the US. Department of Housing and Urban Development (HUD) provided to the County under ALN 14.239, for a new Agreement total of \$1,578,223.

B. Extend the Agreement termination date from September 30, 2027, to September 30, 2028.

C. Revise Section 1 (General Provisions) as follows:

1. Revise Paragraph 49 (Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion) by replacing Subparagraph 49.1.3 in its entirety with the following:

49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and

2. Revise Paragraph 50 (Contractor Employee Whistleblower Rights And Requirement To Inform Employees of Whistleblower Rights) by replacing Subparagraph 50.3 in its entirety with the following:

50.3 The City shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

D. Revise Section 2 (Special Provisions), as follows:

1. Revise Paragraph 19 (Failure To Make Progress) by replacing Subparagraph 19.2 in its entirety with the following:

19.2 The County will terminate this Agreement and recapture funds, if the City does not perform the activities described in the Work Statement of this Agreement. The County, in its sole discretion, may forgo providing technical assistance and require repayment of funds as outlined in this Agreement under Section 1 (General Provisions,

Paragraph 4.0 (Termination), or terminate the Agreement for cause under Section 1 (General Provisions, Paragraph 4.0 (Termination)).

2. Revise Paragraph 22.0 (Violence Against Women Reauthorization Act of 2013) and replace it in its entirety with the following:

22.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2022

The Subrecipient must comply with VAWA 2022, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The subrecipient must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

- E. Revise Section 3 (Work Statement) as follows:

Add an additional Work Statement hereinafter referred to as "PY25 TBRA Work Statement" attached and incorporated into the Agreement. The County shall provide the City with \$270,017.00 for the Work Statement activities, provided by PY25 HOME Investment Partnership Program (HOME) funds through the US Department of Housing and Urban Development (HUD) provided to the County under ALN 14.239. All work performed or costs incurred shall be reimbursable through January 31, 2028.

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 4. The Agreement is amended to incorporate the changes contained in this Amendment No. 4. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 4 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. 4 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment NO. 4:

FOR CITY OF PEORIA:

FOR MARICOPA COUNTY:

[Redacted Signature]

Jason Beck
Mayor Date



Attestation:

[Redacted Signature]

Agnes Goodwine
City Clerk Date

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 THIS AMENDMENT NO. 4 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF PEORIA UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

[Redacted Signature]

Attorney for the City Date

[Redacted Signature]

Thomas Galvin
Chairman, Board of Supervisors Date

Attestation:

[Redacted Signature]

Juanita Garza
Clerk, Board of Supervisors Date

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:

[Redacted Signature]

Deputy County Attorney Date

**MARICOPA COUNTY
2025 TBRA Work Statement
HOME Investment Partnerships Program
Program Year 2025**

Consortium Member: City of Peoria, Arizona
Funding: \$270,017.00 (\$253,141.00 EN and \$16,876.00 AD)
Project: Tenant Based Rental Assistance (TBRA)
Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) <small>(non-reimbursable, IDIS draw only)</small>	TOTAL BUDGET
PY 2025	\$253,141.00	\$16,876.00	\$0.00	\$270,017.00

2. DETAILED SCOPE OF WORK:

- 2.1 Tenant Based Rental Assistance within the City is certified a "High" priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project.
- 2.2 Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance.
- 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 annually determine that the family income continues to be low-income.
- 2.4 Peoria TBRA vouchers may be used in other West Valley cities to include but not limited to El Mirage, Youngtown, Goodyear, and Sun City.
- 2.5 Expenditures can cover eligible pre-award expenses after July 1, 2025 and the expenditure timeframe is through January 31, 2028.

3. OBJECTIVES AND OUTCOMES:

	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 HOME-ASSISTED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units
Households at or below 50%		
Households at or below 60%	12	
Households at or below 80%		
TOTAL	12	

6. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population.

Priority Populations	No. of Units
Elderly	0
Physically Disabled	0
Other Priority Populations: Veterans	0

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	START DATE	COMPLETION DATE
Executed Agreement	11/2025	11/2025
TBRA CENST Environmental Review	Completed	Completed
Service Provider Agreement	11/2025	11/2025
Application intake – income certification	7/1/25	Ongoing
HQS Inspections	Ongoing	Ongoing
Unit occupied by LMI households	Ongoing	Ongoing
Unit Activity Set-up in IDIS	Ongoing	Ongoing
Activity Closeout	1/15/28	Final Draw

Any change to the timeline will need to be submitted to and approved by Maricopa County.

8. ACTIVITY BUDGET SUMMARY:

RENTAL COSTS	2025 HOME FUNDS	Additional Sources* (defined in Table 9 & 10)	TOTAL COST
Monthly Rent; Utility Costs; Security and Utility Deposits; Program Delivery expenses	\$253,141.00	\$1,874,543.00	\$2,127,684.00
Administration	\$16,876.00	\$0.00	\$16,876.00
TOTAL	\$270,017.00	\$1,874,543.00	\$2,144,560.00

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT
TBRA Subrecipient	\$16,280.00
Peoria CDBG	\$50,000.00
Other Federal Funding	\$1,808,263.00
TOTAL	\$2,127,684.00

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	Subrecipient	\$16,280.00
Value of waived taxes, fees or charges associated with HOME projects	City Contribution	\$47,005.25
Value of donated land or real property		
Infrastructure improvements associated with HOME projects		
Value of donated materials, equipment, labor, and professional services or sweat equity		
TOTAL		\$63,285.25











Signature Request: Peoria Amendment 4 (C-22-22-051-X-04)

Final Audit Report

2025-12-12


Created:	2025-12-10
By:	sachit mistry (sachit.mistry@maricopa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6IZGIZ2R9rIMGU0fyAz41KJZEpdYE_rV

"Signature Request: Peoria Amendment 4 (C-22-22-051-X-04)" History

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-  Signer aubreyjoy.corcoran@mcao.maricopa.gov entered name at signing as Aubrey Joy Corcoran
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-  Signer bos.signatures@maricopa.gov entered name at signing as Thomas Galvin
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Signature Date: 2025-12-12 - 7:21:20 PM GMT - Time Source: server

 Agreement completed.

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