

THIRD AMENDMENT TO THE CDBG CARES SUBRECIPIENT AGREEMENT

This Third Amendment to the Subrecipient Agreement ("Third Amendment"), between the City of Yuma, a municipal corporation, ("City") and Crossroads Mission ("Crossroads") an Arizona nonprofit corporation, amends the June 22, 2020 Subrecipient Agreement as follows:

WHEREAS, the City and Crossroads entered into an agreement dated June 22, 2020 for a Community Development Block Grant CARES Act ("CDBG-CV") award (the "Agreement"); and

WHEREAS, pursuant to the First Agreement, Crossroads used the funds to purchase materials, supplies, furnishings and PPE to keep shelter staff, residents and the homeless population safe from the spread of COVID-19; and

WHEREAS, the Agreement funds were quickly depleted because of the need for frequent cleaning and protections for staff and residents to prevent the spread of COVID-19; and

WHEREAS, the City and Crossroads entered into an Amendment to the Agreement ("First Amendment") dated October 20, 2020 awarding additional CDBG-CV funds to Crossroads to obtain additional cleaning supplies, PPE, equipment and other materials to continue to combat the spread of COVID-19 among staff, those in-shelter and the homeless population; and

WHEREAS, the First Amendment funds were quickly depleted because of the need to provide shelter to homeless persons in an environment that carefully observes protocols to prevent the spread of COVID-19; and

WHEREAS, the City and Crossroads entered into a Second Amendment to the Agreement ("Second Amendment") dated March 8, 2021 awarding additional CDBG-CV funds to Crossroads to obtain additional cleaning supplies, PPE, equipment, furnishings and other materials to continue to combat the spread of COVID-19 among staff, those in-shelter and the homeless population; and

WHEREAS, the Second Amendment funds were quickly obligated because of the need to purchase furnishings for the Family Shelter to make beds available for homeless persons in need of shelter in an environment where COVID-19 safety precautions are strictly followed; and

WHEREAS, Crossroads identified that the furnishings in the Men's shelter also needed to be replaced to facilitate disinfecting and cleaning protocols to prevent the spread of COVID-19; and

WHEREAS, the City has CDBG-CV funds set aside for public services to prevent, prepare for and respond to the spread of COVID-19; and

WHEREAS, the City and Crossroads desire to amend the Agreement to include additional CDBG-CV funds to help offset the unexpected cost overrun,

NOW THEREFORE, in consideration of the above recitals, the City and Crossroads agree that:

1. Section 3.0 "Compensation" of the Agreement is modified to include an additional \$40,000.00 of CDBG-CV funds, raising the total compensation in Section 3.0 of the Agreement to \$240,000.
2. Exhibit A (Statement of Work) of the Agreement is replaced with the attached Exhibit A, which is incorporated and made a part of this Third Amendment by this reference, which follows, and outlines Crossroads' responsibilities under the Agreement as modified.
3. All other terms of the Agreement shall remain the same.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment by their properly authorized representatives as follows:

DATED this _____ day of _____, 2021.

City of Yuma

Crossroads Mission

Philip A. Rodriguez
City Administrator

Myra Garlit
Executive Director

Date

Date

ATTESTED BY:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**Exhibit A
Statement of Work**

1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION

The Subrecipient, Crossroads Mission, provides safe shelter with a healthy environment to homeless people. The Subrecipient will use CDBG-CV funds to purchase cleaning supplies, personal hygiene supplies, personal protective equipment (PPE) and other equipment and supplies for the homeless shelters located at 944 S. Arizona Avenue, Yuma. The objective of the program is to reduce the spread of COVID-19 and keep the staff, shelter residents and the homeless population safe. All participants will be homeless people and are presumed to have very low incomes.

National Objective: Low/Mod Limited Clientele, 570.208 (a)(2)(A)

Eligible Activity: Public Services, 24 CFR 570.201(e)

Matrix Code: 03T, Homeless Operating Costs

2. SCHEDULE OF ACTIVITIES

The Subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

Project Milestone	Deadline for Completion
Begin Program	6/1/2020
Purchase supplies and assist 300 homeless people	9/30/2020
Purchase furnishings to house 300 homeless people	6/1/2021
Close out Program	12/31/2021

3. LEVEL OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The level of accomplishment may include such measures as units rehabbed, persons or households assisted, or counseling sessions provided and should also include time frames for performance. Units of service will be the number of people to participate in the program. Subrecipient agrees to provide the following levels of program service:

<u>Activity</u>	<u>Total Units</u>
Improve safety for homeless population	300 homeless people

4. BUDGET

The City shall fund Subrecipient up to **\$240,000** to purchase supplies necessary to safely serve the homeless in a COVID-safe environment. The entire amount shall be used for program implementation and activities and none for general administrative expenses. Drawdowns for the payment of allowable costs shall be made against the line item budgets

specified in the budget below and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Line Item	CDBG
Janitorial sanitizing supplies and equipment	\$ 57,000
Personal hygiene supplies	40,000
Other supplies to reduce the spread of COVID-19	63,000
Furnishings for Family and Men's Shelters	80,000
Total	\$ 240,000

5. SPECIAL CONDITIONS/REPORTING REQUIREMENTS

The Subrecipient shall obtain a completed request for assistance from every applicant for whom assistance is sought and/or provided. All forms required for application must be available in English and Spanish. The Subrecipient shall submit Quarterly Subrecipient Performance Reports in an approved report format by October 15, January 15, April 15, and July 15. In addition, at the completion of this Agreement, the Subrecipient shall provide a year-end analysis and report of the services provided. The number, ethnicity, gender, income eligibility status, disability status, single head of household of all applicants and/or beneficiaries of the funded Project activities shall be disclosed and stated.

Subrecipients are encouraged to perform background checks for any employees, volunteers, or other representatives who will have unsupervised contact with youth, elderly, or developmentally disabled clients while carrying out public service activities funded under this agreement. The City does not require agencies to provide copies of criminal background checks.

Funding under this Agreement may be used to pay the cost of background checks.

6. PAYMENT PROCEDURES

It is expressly agreed and understood by the Parties that the total amount of CDBG-CV funds to be paid to the Subrecipient under this Agreement by the City shall not exceed **\$240,000**. All payments shall be on a reimbursement basis and City shall pay Subrecipient within thirty (30) days of a payment request with complete, acceptable source documentation. Source documentation shall include, but is not limited to the Quarterly Subrecipient Performance Reports and the Annual Performance Report.