

FIRST AMENDMENT TO THE CDBG CARES SUBRECIPIENT AGREEMENT

This First Amendment to the Subrecipient Agreement ("First Amendment"), between the City of Yuma, a municipal corporation, ("City") and Western Arizona Council of Governments ("WACOG") an Arizona nonprofit corporation, amends the May 11, 2020 Subrecipient Agreement as follows:

WHEREAS, the City and WACOG entered into an agreement dated May 11, 2020 for a Community Development Block Grant CARES Act ("CDBG-CV") award (the "First Agreement"); and

WHEREAS, pursuant to the First Agreement, WACOG used the funds to undertake an Emergency Rental Assistance Program for households impacted by COVID-19; and

WHEREAS, the First Agreement funds were depleted because of the need for Emergency Rental Assistance as a result of financial impacts of the COVID-19 business shutdowns; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has awarded additional CDBG-CV funds to the City; and

WHEREAS, the City and WACOG wish to continue to provide Emergency Rental Assistance to households suffering financial difficulties because of COVID-19; and

WHEREAS, the City and WACOG desire to amend the Second Agreement to include additional CDBG-CV funds from the additional allocation,

NOW THEREFORE, in consideration of the above recitals, be it agreed by the City and WACOG that:

1. Section 3.0 "Compensation" of the Second Agreement is hereby modified to include the additional CDBG-CV funds, raising the total compensation in Section 3.0 to \$745,000.
2. Exhibit A (Statement of Work) of the Second Agreement be replaced with the attached Exhibit A, which is hereby incorporated and made a part herein by this reference, which follows, and outlines WACOG's responsibilities under the Second Agreement as modified.
3. All other terms of the Second Agreement shall remain the same.

{Signatures begin on the following page}

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

DATED this _____ day of _____, 2020.

City of Yuma

WACOG

Philip A. Rodriguez
City Administrator

Brian H Babiars
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, Western Arizona Council of Governments, is dedicated to serving income-challenged households and vulnerable populations. The Subrecipient will implement an Emergency, Short-term Rental Assistance Program for low-and moderate-income households that have experienced a loss of income as a direct result of the COVID-19 crisis. Rental assistance is generally for two months' rent only, but a third month can be awarded at the discretion of the Subrecipient because of extenuating circumstances and with approval from Neighborhood Services. No more than three months of rental assistance is allowed. Payment will be made directly to the landlord. Participants must live within the city of Yuma limits.

National Objective: Low-to Moderate Income (LMC) and/or Urgent Need
Eligible Activity: Income Payments 24 CFR 570.207(b)(4)
Matrix Code: 05Q, Subsistence Payments

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
Establish Program policies	5/1/2020
Program Marketing	5/15/2020
Assist 70 households	9/30/2020
Assist an Additional 65 households	4/30/2021
Close out Program	6/30/2021

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>
Households provided Rental Assistance	250 households

4. BUDGET

The City shall fund Subrecipient up to **\$ 745,000** to provide the Emergency Rental Assistance Program. 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
Direct Rental Assistance paid to landlords	\$ 682,000
Program delivery expenses	\$ 63,000
Total	\$ 745,000

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 to be paid to the Subrecipient under this Agreement by the City shall not exceed **\$745,000**. 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. Said documentation shall include, but is not limited to the Quarterly Subrecipient Performance Reports and the Annual Performance Report.