SUBRECIPIENT AGREEMENT
AMENDMENT NO. 1
BETWEEN
PINAL COUNTY
AND
PINAL COUNTY COMMUNITY ACTION HUMAN RESOURCE AGENCY
FOR
PINAL COUNTY LOCAL COALITION TO END HOMELESSNESS
CAPACITY BUILDING

This Amendment No. 1 to the Subrecipient Agreement (hereinafter referred to as this "**AMENDMENT NO. 1**"), is made and entered into by and between Pinal County, a political subdivision of the State of Arizona (the "**County**"), and Community Action Human Resource Agency, an Arizona nonprofit corporation ("**Subrecipient**"). The County and Subrecipient may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties have previously entered into a Subrecipient Agreement with an effective date of May 3, 2023 (hereinafter referred to as the "Subrecipient Agreement"); and,

WHEREAS, this AMENDMENT NO. 1 is effective January 1, 2024, and ends June 30, 2024, as outlined in the Scope of Work; and,

WHEREAS, the County has received additional funding from the Arizona Department of Housing (ADOH) and would like to amend the Subrecipient Agreement to expand the program; and,

WHEREAS, this AMENDMENT NO. 1 is hereby made a part of, and incorporated into the Subrecipient Agreement, as though fully set forth therein; and,

WHEREAS, it is the intent of the Parties by executing this AMENDMENT NO. 1 that the Subrecipient Agreement is modified or supplemented by the terms set forth in this AMENDMENT NO. 1, and that it conforms to the terms and conditions of the Subrecipient Agreement and to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Subrecipient, intending to become legally bound, agree as follows:

The Subrecipient Agreement is hereby amended as follows:

5. Funding and Project Budget

a. The County will fund to Recipient an additional $60,000 to complete the Scope of Work.

20. Notices. Except as otherwise provided, all notices or other communication, which shall or may be given pursuant to the Subrecipient Agreement, shall be in writing and shall be delivered by personal service, or by certified mail addressed to the other Party at the address indicated herein. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

The County address: Pinal County Office of Budget and Finance
Heather Patel, Grants Manager
P.O. Box 1348
Florence, AZ 85132

Subrecipient address: CAHRA
Mary Lou Rosales
109 N. Sunshine Blvd.
Eloy, AZ 85131

Except as specifically provided in this AMENDMENT NO. 1, all other conditions and terms and provisions of the Subrecipient Agreement shall remain unchanged and shall remain in full force and effect. In the event of a conflict between any provision of this AMENDMENT NO. 1 and any provision of the Subrecipient Agreement, the provisions of this AMENDMENT NO. 1 shall control. If any term or condition of this AMENDMENT NO. 1 is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of this AMENDMENT NO. 1 or the Subrecipient Agreement.

APPROVALS

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NO. 1 as of the date below written.

Community Action Human Resource Agency

By: _____

Its (title): _____

Date: _____

Pinal County

_____
Mike Goodman, Chairman
Pinal County Board of Supervisors

Date: _____

ATTEST:

_____
Natasha Kennedy, Clerk of the Board
Pinal County Board of Supervisors

APPROVED AS TO FORM:

_____
Deputy Pinal County Attorney

EXHIBIT "A" TO SUBRECIPIENT AGREEMENT
AMENDMENT NO. 1
BETWEEN
PINAL COUNTY
AND
COMMUNITY ACTION HUMAN RESOURCE AGENCY
FOR
PINAL COUNTY LOCAL COALITION TO END HOMELESSNESS
CAPACITY BUILDING

SCOPE OF WORK & PROJECT BUDGET

1. SUBRECIPIENT INFORMATION

Organization Name	Community Action Human Resource Agency (CAHRA)
Address	109 N. Sunshine Blvd.
City, State, Zip Code	Eloy, Arizona 85131
Telephone	520-466-1112
Contact Person	Mary Lou Rosales
E-mail address	mlrosales@cahra.org
DUNS#	020324617
Tax Identification #	860397693
ROC#	N/A
UEI	UJL7MUFCV4H9

2. PROGRAM INFORMATION

ADOH Agreement	ADOH#546-23
Date of ADOH Agreement	01/01/2023
Original ADOH Agreement Amount	$120,000
Amended ADOH Award	$180,000
Original Amount to Subrecipient	$120,000
Amended Amount	$180,000
CFDA #	N/A
Period of Performance	Effective Date of Subrecipient Agreement to expiration date of 06/30/2024, with the option to extend
Budget Period	Effective Date of Subrecipient Agreement to 07/31/2024, with the option to extend

3. ACTIVITIES

The County is providing an additional $60,000 to fund the following activities:

Landlord Incentives –

1. Reimbursement for a sign on bonus for new landlords up to the equivalent of one months rent, not to exceed $1,500. Documentation must be provided to demonstrate the landlord and property has not previously worked with the Pinal County Coalition to End Homelessness and Subrecipient.

2. Reimbursement to a participating landlord for physical damages to a rental unit up to $2,500 caused by an eligible program participant.

   Damage and repair claims must meet the following criteria:
   - There must be a current lease in place between the program participant, rental subsidy provider, and landlord;
   - Property damage must be caused by a tenant, while under a rental agreement at the time the damage occurred;
   - Damage to property must exceed normal wear and tear;
   - Reimbursement is only available for amounts in excess of any security deposit or third party payments applied to the damages;
   - Repair reimbursement claims are capped at a maximum of $2,500.

   Eligible Expenses That May Be Reimbursed – Damages may include, but are not limited to:
   - Vandalism such as graffiti;
   - Wall gouges and holes;
   - Damages to doors and cabinets including their hardware;
   - Damage to carpet or other flooring;
   - Broken windows, blinds or other window coverings;
   - Repair or replacement of minor household fixtures such as garbage disposal, toilet, sink and/or plumbing fixtures;
   - Repair or replacement of lighting fixtures;
   - Special cleaning related to household tenancy;
   - If unit was leased as "furnished", reasonable repair or replacement of damaged furniture or other appliances provided in lease;
   - Furnishings and appliances must be listed in the lease or move-in checklist (if lease provides a replacement cost schedule for provided furnishings or provided items, reimbursement will be limited to replacement cost schedule amounts;
   - Standard and reasonable legal fees related to the termination of the tenancy;
   - Costs related to death of a tenant – if a tenant dies in the term of a lease, Pinal County Coalition to End Homelessness (PCCEH) may pay for the expenses of removing and disposing of the tenant's belongings. PCCEH will not pay costs associated with biohazard cleaning, removal of remains, or funerary expenses associated with the death of a participant;
   - Landlord insurance deductibles in the event of excessive damages.

Reimbursement will not cover normal "wear and tear", standard maintenance, or routine work performed in turning over units defined as repairs related to the natural and gradual deterioration that occurs when rental property is used as a residence. Reimbursement will NOT cover bed bug treatments.

Diversion Activities -

Diversion activities are intended to be one-time financial support that will prevent someone from entering or remaining homeless. In general, monthly rental payments are not allowable. However, one time support to prevent eviction is allowable. Other allowable diversion activities include:

- rent arrears, and/or utility arrears - this would need documentation of the notice from landlords/amount of cost paid to the landlord or utility company
- Purchasing tools for their job to keep working
- Vehicle repair
- Bus tickets
- Work clothing
- House repair
- Legal fees

All payments must be made to a vendor and not directly to a participant. Documentation must be maintained to seek reimbursement from the County.

4. BUDGET

Budget Line Item	**Level of Effort (% of FTE)**	**Amount Funded**
By Name List (BNL) Case Manager Annual Salary	100%	$37,440.00
BNL Case Manager Employee Related Expenses/Fringe Benefits	100%	$17,203.80
Housing Locator Annual Salary	100%	$35,360.00
Housing Locater Employee Related Expenses/Fringe Benefits	100%	$16,560.75
Mileage for BNL Case Manager		$3,000.00
Mileage for Housing Locator		$2,585.00
Diversion Activities and Landlord Incentives		$60,000.00
Total Direct Costs		**$172,149.55**
Administrative/Indirect Costs (may not exceed 7%)		$7,850.45
Total Request		**$180,000.00**