



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: December 3, 2024

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

**\*Project Title/Description:**

Emergency Eviction Legal Services – Emergency Housing

**\*Purpose:**

The Emergency Eviction Legal Services (EELS) Emergency Housing program provides low-barrier, temporary bridge housing in a noncongregate setting to individuals and families who are homeless due to recent eviction or other circumstances and, due to familial status, health conditions, or other circumstances, are not good candidates for traditional congregate shelters. Program participants are provided on-site case management, supportive services, and, when eligible, rehousing assistance (rent, deposits, fees, and other costs of rehousing) coupled with ongoing case management after exit. Since inception, 80% of participants have exited to positive housing destinations.

The program began operating at the City-owned former Knights Inn (now known as The Craycroft shelter) in October 2023. Effective January 1, 2024, Pima County and the City of Tucson entered into an Intergovernmental Agreement (IGA) (PO240003500), to provide for operating payments and related costs to be paid to the City of Tucson using grant funding Pima County obtained from the Arizona Department of Housing Homeless Shelter and Services Fund (ADOH-HSSF).

Pursuant to Section 2 of the IGA, County staff notified City of its desire to exercise an Extension Option to extend the IGA for an additional year, through December 31, 2025. In addition, City has nearly finalized design of capital improvements that County has obtained funding to construct as part of the ADOH-HSSF grant. The attached Amendment 1 to the IGA extends the IGA through December 31, 2025 and removes the cap on the dollar amount of repairs and improvements that can be constructed by City at County request to accommodate the capital improvements. The IGA otherwise remains unchanged.

**\*Procurement Method:**

This IGA is a non-Procurement contract not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Individuals and families who have been evicted will receive temporary housing, case management, and supportive services toward the desired outcome of exiting to positive housing destinations and increased workforce participation.

**\*Public Benefit:**

A reduction in unsheltered homelessness and increased workforce participation benefit program participants and the community as a whole.

**\*Metrics Available to Measure Performance:**

The primary performance metric is exits to positive housing destinations. Additionally, detailed demographic and other information is collected on program participants and maintained in the Homeless Management Information System.

**\*Retroactive:**

No.

TO: COB, 11-19-24 (1)  
Vers.: 1  
Pgs.: 3  
GME app-v's  
PCC 11/15/24

NOV 15 2024 10:09 AM

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were Insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: PO Department Code: CWD Contract Number (i.e., 15-123):
Amendment No.: 1 PO2400003500 AMS Version No.: 1
Commencement Date: 1/1/2025 New Termination Date: 12/31/2025
Prior Contract No. (Synergen/CMS): CT-CWD-24\*475

Expense Revenue Increase Decrease Amount This Amendment: \$ 948,913.04

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: Arizona Department of Housing - S.B. 1720 Homeless Shelter & Services Fund

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_
Match Amount: \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Andy Flagg, Deputy Director

Department: Community & Workforce Development

Telephone: 724-8508

Department Director Signature: [Signature] Date: 11/12/2024

Deputy County Administrator Signature: [Signature] Date: 15 Nov 20 24

County Administrator Signature: [Signature] Date: 11/19/2024

**First Amendment to Intergovernmental Agreement  
between  
Pima County and the City of Tucson for  
Occupancy and Operation of Low-Barrier Shelter at Knights Inn**

This First Amendment (“**Amendment**”) to Intergovernmental Agreement (“**Agreement**” or “**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”), and the City of Tucson, Arizona, a municipal corporation (“**City**”), pursuant to A.R.S. § 11-952.

**1. Background and Purpose.**

- 1.1. County and City entered into the IGA (City contract number 19556 and County reference number PO2400003500), effective January 1, 2024, providing for the County’s operation of a low-barrier, non-congregate shelter (“**Shelter**”) at the City-owned Property.
- 1.2. County has obtained additional grant funding and is electing to exercise the first Extension Option pursuant to Section 2 of the IGA.

**2. Term; Extension Options.**

- 2.1. County hereby exercises the first Extension Option under Section 2 of the IGA. This IGA will terminate on December 31, 2025. If the commencement date is before the date this Agreement is fully approved and executed by the parties, it will nevertheless be deemed to have been effective as of the commencement date.

**3. County Responsibilities.** Section 3.6 of the IGA is stricken in its entirety and replaced with the following:

- 3.6 When County bears financial responsibility for maintenance, repair, or improvement work under this Section 3, Section 4, or Section 6 of this IGA, and desires to have City perform the work at County expense, County may request that City perform the work, either itself or through a contractor. Subject to completion of a design, budget and any future change orders acceptable to City and County, and upon completion of the work and acceptance by County, County will reimburse City for the actual cost of the work and a reasonable administrative fee not to exceed 10% of the cost of the work. City may, in its absolute discretion, decline to perform work requested by County. Upon acceptance and completion of work requested under this Subsection 3.6, County will promptly inspect the work, and notify City in writing whether, in County's judgment (which must be commercially reasonable) the work is approved or rejected. If rejected, County may request modifications to the work, which City may accept or decline in accordance with this Subsection 3.6. For purposes of implementing this Subsection 3.6, County and City will each, in writing, designate a liaison for purposes of requesting and approving work. Either party may change the liaison at any time by notifying the other party in writing of the change.

All other provisions of the IGA not specifically changed by this Amendment remain in effect and are binding on the parties.

*The remainder of this page is intentionally left blank*

**Counterparts.** This Amendment may be executed in counterparts, each of which, when taken together, will constitute one original contract.

PIMA COUNTY:

CITY OF TUCSON:

\_\_\_\_\_  
Adelita S. Grijalva, Chair  
Board of Supervisors

\_\_\_\_\_  
Mayor, Regina Romero

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
City Clerk, Suzanne Mesich

#### **Intergovernmental Agreement Determination**

The foregoing First Amendment to Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party they represent.

PIMA COUNTY:

CITY OF TUCSON:

*Kyle Johnson*  
\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
City Attorney