



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 2/21/2017

or Procurement Director Award

Contractor/Vendor Name: City of Tucson
(DBA):

Project Title/Description:

U.S. Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher (HCV) Program

Purpose:

Continuation of Consortium for the administration of the Pima County Section 8 HCV Program by the City of Tucson.

Procurement Method:

Exempt

Program Goals/Predicted Outcomes:

The City of Tucson Housing and Community Development Department will administer 877 Section 8 Housing Choice Vouchers on behalf of Pima County, serving low income individuals and families in compliance with HUD guidelines.

Public Benefit:

Provide Section 8 HCV rental assistance for up to 877 low-income households with rental subsidies paid directly to private landlords chosen by the assisted households.

Metrics Available to Measure Performance:

City will provide the County with quarterly reports on the administration of the 877 Pima County Housing Choice Vouchers.

Retroactive:

No

Original Information

Document Type: CTN Department Code: CD Contract # (i.e.,15-123): 1700000000000000155

Effective Date: 2/28/2017 Termination Date: 2/27/2022 Prior Contract Number (Synergen/CMS):

Expense Amount: \$ 0.00

Revenue Amount: \$

Funding Source(s): N/A

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

To: COB 2-3-17
Vers.: 1
Pgs. 7

Amendment Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Effective Date: New Termination Date:
Expense Revenue Increase Decrease Amount This Amendment:
Funding Source(s):
Cost to Pima County General Fund: \$

Contact: Denise Sauer, Contract Specialist 4-2772/Martha Martin, Comm Dev Housing Plnr II 724-2463

Department: Community Development & Neighborhood Conservation Telephone: 724-2463

Department Director Signature/Date: *Margaret M. Kue* 01/30/2017

Deputy County Administrator Signature/Date: *J. Sauer* 1/31/2017

County Administrator Signature/Date: *C. DeHobby* 2/1/17
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION DEPARTMENT**

Program Name: Section 8 Housing Choice Voucher Program

Consortium Member: City of Tucson
c/o Housing & Community Development
Dept.
310 N. Commerce Park Loop
Tucson, AZ 85701

P.O. Box 27210
Tucson, AZ 85726-7210

Project Description: Continuation of Consortium for the
administration of the Pima County Section 8
Housing Voucher Programs

Term: February 28, 2017 through February 27, 2022

Amount: No cost

CONTRACT

NO. CTN-CD-17-155

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

CONSORTIUM AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into by and between Pima County (“County”), a body politic and corporate of the State of Arizona and the City of Tucson (“City”), a municipal corporation of the State of Arizona.

RECITALS

- A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11.951 *et seq.*
- B. County is authorized by A.R.S. §36-1401 *et seq.* to engage in the operation of housing for low-income families and is, therefore, a Public Housing Agency (“PHA”) as defined at 24 CFR Section 982.4.
- C. County and City are authorized by A.R.S. §36-1422 to enter into cooperative agreements to contract all or portions of housing programs.
- D. The City of Tucson, through its Housing and Community Development Department, administers the following housing programs:
 - 1. City of Tucson Public Housing Program;
 - 2. Section 8 Housing Choice Voucher Program;
 - 3. Moderate Rehabilitation (including Single Room Occupancy Program and Special Voucher Programs); and
 - 4. Pima County Section 8 Housing Choice Voucher Programs (“the County Programs”).
- E. On February 21, 2012, County and City entered into an Intergovernmental Agreement, Pima County Contract No. 12*499 and City Contract No. 17470 (old contract #0397-02), to form a consortium (“the PHA Consortium”) and authorize City to operate the County Programs.

- F. The 2012 IGA will expire on February 28, 2017.
- G. The Pima County Board of Supervisors and the City of Tucson City Council find that it is in the best interest of the residents of Pima County and the City of Tucson to continue the activities of the PHA Consortium.
- H. Through the PHA Consortium, City will plan and operate the County Programs on behalf of County in order to provide seamless operations for eligible individuals and families.

AGREEMENT

1.0 PURPOSE.

- 1.1. County and City, pursuant to the terms and conditions set forth herein, agree to form the continued operation and maintenance of the PHA Consortium as defined in 24 CFR 943.118 to operate the City of Tucson Section 8 Housing Choice Voucher Program and the Pima County Section 8 Housing Choice Voucher Programs (“the County Programs”).
- 1.2. This Agreement authorizes City to operate the County Programs on behalf of County in order to provide assistance to eligible families. Operations of the County Programs will include, but are not limited to:
 - 1.2.1. Fiscal management;
 - 1.2.2. Planning;
 - 1.2.3. Reporting; and
 - 1.2.4. Contract administration.
- 1.3. The County Program will serve individuals and families residing in the City of Tucson and Pima County (excluding the incorporated cities or towns with separate Housing Authorities).
- 1.4. The PHA Consortium will produce and submit a Joint PHA Plan, defining City and County operations, to the U.S. Department of Housing and Urban Development (“HUD”).

2.0 TERM.

- 2.1. This Agreement will be effective on February 28, 2017 and will continue through February 27, 2022, so long as federal financial assistance is appropriated and available in such amounts and at such times as will enable City and County to perform their respective obligations under this Agreement.
- 2.2. Upon mutual consent of the parties, this Agreement may be extended for an additional agreed upon period of time as warranted by the circumstances.
- 2.3. Any modification or time extension of this Agreement must be by formal written amendment and executed by the Parties hereto.

3.0 SCOPE.

- 3.1. County and City will:
 - 3.1.1. Cooperate to develop the Joint PHA Plan(s) required by HUD.
 - 3.1.2. Review HUD recommendations and findings regarding the County Programs and prepare a joint response to HUD.
 - 3.1.3. Work together to prepare each Annual Action Plan required by HUD.

- 3.2. City will serve as the lead agency for the PHA Consortium. On behalf of the PHA Consortium City will:
 - 3.2.1. Submit the Joint PHA Plan, the Annual Action Plans, and any other required Program-related reports and documents to HUD. Ensure that the Joint PHA Plan references this Agreement.
 - 3.2.2. Recruit participants and process applications from potentially eligible individuals and families and determine eligibility for the County Programs. To be eligible the individuals or family must:
 - 3.2.2.1. Reside in the area defined in paragraph 1.3; and
 - 3.2.2.2. Meet eligibility requirements established by HUD.
 - 3.2.3. Provide Section 8 voucher assistance to eligible individuals and families, ensuring that, prior to receiving benefits, the recipient understands the Program requirements.
 - 3.2.4. Recruit owners of rental units in Pima County to participate in the County Programs.
 - 3.2.5. Provide resources to eligible participants to assist in locating appropriate rental accommodations.
 - 3.2.6. Conduct Housing Quality Standards ("HQS") inspections on units selected by the eligible participants and negotiate reasonable rents.
 - 3.2.7. If the unit selected by the participant meets HQS, prepare and execute a contract with the owner to provide Section 8 housing assistance payments on behalf of the participant.
 - 3.2.8. Comply with applicable federal, state, and local statutes, regulations and requirements governing Section 8 Housing Voucher Programs in performing all obligations on behalf of the Consortium.
 - 3.2.9. Provide quarterly reports to County setting forth:
 - 3.2.9.1. The number of applications received for the County Programs;
 - 3.2.9.2. Financial activities association with the County Programs; and
 - 3.2.9.3. Other relevant information necessary to evaluate the County Programs.
 - 3.2.10. Timely submit all reports related to the County Programs to HUD.
 - 3.2.11. Promptly respond to reasonable requests for reports or information from County.
 - 3.2.12. Immediately notify County of any issues or findings resulting from HUD audits, inspections or management reviews of the County Programs.
 - 3.2.13. Prepare and submit each Annual Plan, complying with the following:
 - 3.2.13.1. At least sixty (60) days prior to the submission deadline, consult with County to obtain input for the contents of the Annual Plan;
 - 3.2.13.2. At least thirty (30) days prior to submission, provide County with the draft of the Annual Plan for review and comment;
 - 3.2.13.3. Incorporate County recommendations that affect the operation of the County Programs;
 - 3.2.13.4. Timely submit each Annual Plan to HUD, including any County objections or comments not incorporated into the Annual Plan.

3.3. County will:

- 3.3.1. Upon request, provide City with information needed to operate the County Programs.
- 3.3.2. Provide information needed an input on any reports related to the County Programs submitted to HUD by City.

3.4. County may, at its discretion:

- 3.4.1. Assist City in the recruitment of applicants and rental property owners for the County Programs.
- 3.4.2. Publicize the County Programs in the rural areas of Pima County.
- 3.4.3. Provide technical assistance to City.
- 3.4.4. Provide support to City for HQS inspections of units located in unincorporated rural areas of Pima County and PHA units owned by the City of Tucson.

4.0 FINANCE.

- 4.1. City will receive, commit and expend all monies provided by HUD for the County Programs. City will use the funds to pay:
 - 4.1.1. Section 8 rental subsidies directly to landlords; and
 - 4.1.2. Eligible costs or expenses necessary to promote, administer and operate the County Programs. Administration expenses may not exceed the amount allowed by HUD.
- 4.2. A party will be liable to the other for any program or PHA Consortium costs and expenses, except as specifically provided in this Agreement.

5.0 TERMINATION.

- 5.1. Either party may terminate this Agreement by giving written notice of intent to the other party not less than one year prior to the contemplated termination. The termination must take effect on the anniversary of the Consortium's fiscal year and only upon compliance with the following conditions:
 - 5.1.1. The Party sending notice has demonstrated that the vested rights (present or future)-of eligible program participants, applicants, and owners/landlords, and the other party to this Agreement are protected; and
 - 5.1.2. HUD has either approved such termination or waived its right to do so.
- 5.2. In the event of termination, each party will be responsible for administering the properties and the entity's Section 8 Housing Voucher Programs in accordance with HUD Section 8 rules and regulations.
- 5.3. Termination will not relieve any party from liabilities or costs incurred in relation to this Agreement prior to the effective date of the termination.
- 5.4. Termination will not affect any ownership of property pursuant to this Agreement, except as set forth in Section 8.0 below.

6.0 INDEMNIFICATION.

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative

liability to the Indemnitee, are caused by the negligent or intentionally wrongful act, omission, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7.0 INSURANCE.

City is self-insured under the State of Arizona Self-Insurance Program. For purposes of this Agreement and the conduct of the activities hereunder, all minimum levels of insurance are met.

8.0 DISPOSITION OF PROPERTY.

- 8.1. City will transfer all confidential and other information related to the County Programs in its possession to County within ten (10) business days from the effective date of the termination of this Agreement. Both parties will remain responsible to preserve the confidentiality of any participant information so transferred to the extent allowed and required by law.
- 8.2. If any real or personal property has been obtained pursuant to this Agreement, each party will transfer to the other the property which belongs to the other through appropriate legal instruments.

9.0 COMPLIANCE WITH LAWS.

The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement. Except as specifically preempted by federal law, the laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in an Arizona court in Pima County. Any changes in the governing laws, rules, or regulations during the term of this Agreement will apply but do not require an amendment.

10.0 NON-DISCRIMINATION.

- 10.1. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 10.2. During the performance of this Agreement, the parties will not discriminate against any employee, client, or any other individual in any way because of that persons' age, race, creed, color, religion, sex, disability, national origin, gender identity, sexual orientation, or ancestry.

11.0 AMERICANS WITH DISABILITIES ACT ("ADA").

City will comply with all applicable provisions of the ADA (Public Law 101-36, U.S.C. 12101-12213) and all applicable federal regulations under this Act, including 28 C.F.R. Parts 35 and 36.

12.0 SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

13.0 CONFLICTS OF INTEREST.

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

14.0 NON-APPROPRIATION.

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Pima County or other public entity obligations. In the event of such termination, Pima County shall have no

further obligation to City other than those continuing obligations set forth with specificity in this Agreement.

15.0 LEGAL AUTHORITY.

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

16.0 WORKERS COMPENSATION

Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. §23-1022 each party will be considered the primary employer of all personnel currently or hereafter employee by that party, irrespective of the operation of protocol in place and said party will have the sole responsibility for the payment of Workers Compensation benefits or other fringe benefits of said employees.

17.0 JURISDICTION.

Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either City or County other than as expressly set forth herein.

18.0 ENTIRE AGREEMENT.

- 18.1. This Agreement supersedes and replaces prior agreements between the parties associated with Pima County Contract Number 12*499 and City Contract No. 17470 (old contract #0397-02).
- 18.2. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 18.3. This Agreement will not be modified, amended, altered, or extended except through a written amendment signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY:

CITY OF TUCSON:

Chair, Board of Supervisors

Mayor

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

DATE: _____

DATE: _____

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



Director, Community Development and
Neighborhood Conservation Department

Director, Department of Housing and Community
Development

The foregoing Intergovernmental Agreement between Pima County and City of Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the City of Tucson Attorney, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by Pima County and City of Tucson.

PIMA COUNTY:

CITY OF TUCSON:



Karen S. Friar, Deputy County Attorney

Mike Rankin, City Attorney