



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/17/25

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson

***Project Title/Description:**

HOME INVESTMENT PARTNERSHIP INTERGOVERNMENTAL AGREEMENT FOR SUBRECIPIENT BETWEEN CITY OF TUCSON AND PIMA COUNTY

***Purpose:**

This Intergovernmental Agreement for Subrecipient IGA establishes the allocation of HOME Program funds to County and defines the responsibilities of the Parties for developing and maintaining home ownership and rental housing opportunities for households in Pima County, Arizona that earn up to 80% of Area Median Income ("AMI"). This Subrecipient Agreement is a no cost extension to continue the consortium for three additional years.

***Procurement Method:**

Not Applicable

***Program Goals/Predicted Outcomes:**

The Consortium ensures consistency and coordination in the provision of affordable housing in Pima County. The Consortium will seek annual funding from the HOME Program and also endeavor to identify other funding opportunities for affordable housing to benefit the residents of both the City and County. City and County will communicate openly with each other through meetings and other promotional or training activities about developing projects of interest in Pima County.

***Public Benefit:**

County will increase affordable housing development in the community.

***Metrics Available to Measure Performance:**

The County will undertake essential community development and housing assistance activities in its unincorporated areas which HUD has determined to have sufficient persons of low and moderate income that reside in County.

***Retroactive:**

No

GMI approves
KBSW
5/25/2025

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: SC Department Code: CWD Contract Number (i.e., 15-123): SC2500000160
 Commencement Date: 07/01/25 Termination Date: 07/01/28 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount \$ 0.00 * ☐ Revenue Amount: \$ 0.00

***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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____ Amount This Amendment: \$ _____

***Funding Source(s) required:** _____

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)?**

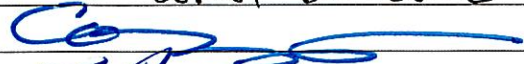
Contact: Sofia Blue

Department: CWD

Telephone: 520-724-7312

Department Director Signature: 

Date: 5/27/2025

Deputy County Administrator Signature: 

Date: 6/3/2025

County Administrator Signature: 

Date: 6-4-2025

HOME INVESTMENT PARTNERSHIP INTERGOVERNMENTAL AGREEMENT FOR SUBRECIPIENT BETWEEN CITY OF TUCSON AND PIMA COUNTY

This Intergovernmental Agreement specified above is entered into by and between the City of Tucson, an Arizona municipal corporation and Participating Jurisdiction for the federal HOME Investment Partnership Program ("City"), and Pima County, a body politic and corporate of the State of Arizona and Subrecipient for the federal HOME Investment Partnership Program ("County").

RECITALS

- A. City and County may contract for services and enter into agreements with one another for joint or cooperative actions pursuant to A.R.S. § 11-952 *et seq.*
- B. Pursuant to the provisions of Title 36, Chapter 12, Article 1, Arizona Revised Statutes, as amended, County is authorized to engage in or assist in the development or operation of housing for low-income families.
- C. Pursuant to Chapter VII, Section I, Subsections 32 and 33 of the Tucson City Charter, City is authorized to engage in or assist in the development or operation of housing for low-income families.
- D. City and County formed the Tucson and Pima County HOME Consortium ("Consortium") in 1992 for the purpose of applying for and obtaining HOME Investment Partnership Program ("HOME Program") from the United States Department of Housing and Urban Development ("HUD") for use in urban Pima County.
- E. City is the Participating Jurisdiction, as described in 24 CFR § 92, Subpart K, for the federal HOME Program, and is, therefore, authorized to receive funds on behalf of the Consortium.
- F. County is a Subrecipient, as defined in 24 CFR, § 92.2, eligible to receive and use the HOME Program funds awarded to the Consortium.
- G. The Parties intend to extend the Consortium agreement which will expire on September 30, 2025 to continue the Consortium operations for three additional years.
- H. The Consortium is expected to be awarded HOME Program funds to develop affordable housing between July 1, 2025 and June 30, 2028.

NOW, THEREFORE, in consideration for the covenants and conditions set forth in this Intergovernmental Agreement, City and County hereby agree as follows:

- 1.0 Purpose.** This Intergovernmental Agreement for Subrecipient ("IGA" or "Agreement") establishes the allocation of HOME Program funds to County and defines the responsibilities of the Parties for developing and maintaining home ownership and rental housing opportunities for households in Pima County, Arizona that earn up to 80% of Area Median Income ("AMI").
- 2.0 Consortium Program Goals.** The Consortium ensures consistency and coordination in the provision of affordable housing in Pima County. The Consortium will seek annual funding from the HOME Program and endeavor to identify other funding opportunities for affordable housing to benefit the residents of both the City and County. City and County will communicate openly with each other through meetings and other promotional or training activities about developing projects of interest in Pima County.

3.0 Scope.

3.1. Duties of City. City, will:

- 3.1.1. Assume all responsibilities of the Participating Jurisdiction for the administration of the HOME Program;
- 3.1.2. Afford County all rights of a Subrecipient of HOME Program funds;
- 3.1.3. Monitor County for compliance with HOME Program requirements on an annual basis;
- 3.1.4. Give final approval of Environmental Review Requests ("ERR") associated with County HOME Program projects;
- 3.1.5. Provide quarterly HOME Program fund encumbrances and expenditures reports to County within fifteen (15) days of the end of each quarter;
- 3.1.6. Provide view-only access to County of the HUD Integrated Disbursement and Information System ("IDIS") related to Consortium HOME Program projects;
- 3.1.7. Reimburse County within 30 days of receipt of monthly billing for HOME Program activities; and
- 3.1.8. Reallocate HOME Program funds not committed in IDIS paragraph 3.2.1 below by July 1 of the applicable year shall be reallocated by City;

3.2. Duties of County. County will:

- 3.2.1. Commit and expend allocated HOME Program funds pursuant to 24 CFR Part 92, Subpart K and any applicable HOME Program rules established and enacted by HUD;
- 3.2.2. Monitor County HOME Program projects as required by HUD;
- 3.2.3. Submit invoices to City no later than the 30th of the month for the previous month's administration and project costs;
- 3.2.4. Submit ERR documents to City for approval prior to execution of a project agreement;
- 3.2.5. Provide the required annual match in accordance to 24 CFR § 92.218 (Matching Contribution Requirement) to City for the Consolidated Annual Performance Evaluation Report ("CAPER"); and
- 3.2.6. Provide quarterly performance measure reports at each of the Consortium's quarterly meetings.

3.3. Joint duties of City and County. Both Parties will:

- 3.3.1. Comply with all applicable terms and conditions contained in the of this Agreement in carrying out the respective duties and activities pursuant to this IGA;
- 3.3.2. Prepare, schedule and participate in public meetings and other events regarding the consolidated/annual plan/CAPER in order to meet the requirements of 24 CFR Part 91;
- 3.3.3. Exchange copies of documents submitted to HUD to meet the consolidated/annual plan/CAPER requirements of 24 CFR Part 91;
- 3.3.4. Meet quarterly to review:
 - 3.3.4.1. HOME Program fund encumbrances and expenditures;
 - 3.3.4.2. The status of HOME Program projects in progress;
 - 3.3.4.3. Consortium accomplishments; and
 - 3.3.4.4. Opportunities for improvement in the delivery of affordable housing to the residents of Pima County;

- 3.3.5. Prior to the distribution of the annual allocation to Community Housing Development Organizations ("CHDOs"), pursuant to 24 CFR §92.208 and 92.300 (a)(1), meet to determine policies and procedures governing the use of Community Development Housing Organization ("CDHO") funds and to jointly determine the allocation of funds to projects and organizations;
- 3.3.6. Appropriately acknowledge the respective contributions of HOME Program funds from City and/or County on publicly distributed documents. Documents may include, but are not limited to, grant applications, announcements, award notifications and press releases; and
- 3.3.7. When aware of training and technical assistance opportunities for City and County staff, offered by HUD or other entities, that are relevant to implementation of the HOME Program, provide the other party with as much prior notice of the event as possible.

4.0 Financing.

- 4.1. County activities under this Agreement will be funded with a portion of the HOME Program funds allocated to City as the Participating Jurisdiction of the Consortium. City will not be liable for providing HOME Program funds to County beyond the fiscal year for which HUD has awarded such funds. City will use best efforts to secure an annual award of HOME Program funds on behalf of the Consortium.
- 4.2. Annual distribution of HOME Program funds to County will be made upon HUD's approval of the annual action plan of the Consortium as required by 24 CFR Part 91. The amount distributed to County will be calculated as follows:

Use of Total FY allocation to Consortium		County share of allocation	City Share of Allocation
CDHO set aside	15%	Allocations will be determined by the HUD HOME Consortia Participating Members Percentage Report for the applicable Fiscal Year	
Discretionary Projects	75%		
Administration	10%		

- 4.3. City will give County formal, written notification within 60 days of the calculation of the allocation and budget in accordance with the HOME Consortia Participating Members Percentage Report.
 - 4.4. The Parties will mutually agree, in writing, to hire consultants or other professionals for planning activities related to the preparation of the Consolidated Plan and affiliated studies. The party entering into the contract with the consultant or professional will be paid 50% of the total cost expended under such contract by the non-contracting party. Payment will be made within 30 days of a request for such reimbursement.
 - 4.5. Upon mutual written agreement and appropriate Resolution or other action by the Pima County Board of Supervisors, County may designate any portion of its allocated HOME Program funds under this IGA for joint project(s) with the City. Jointly funded projects shall be concurrently drawn from the City and County allocations at a ratio to match the ratio of investment in the project by the respective entities unless an alternative arrangement for the drawing of funds is jointly agreed to, in writing, by the City and County. City will be responsible for oversight of any joint projects but will credit County for the funds contributed for any joint project.
 - 4.6. Program income ("PI") earned by County will be returned to City. PI return to City will be available for use by County for HOME Program eligible projects after receipt in IDIS. County shall notify City if it unable to expend PI prior to the end of the applicable performance period and release such funds that cannot be expended to the City for allocation in order to prevent recapture of funds by the U.S. Department of Housing and Urban Development.
- 5.0 Term.** The term of this IGA is July 1, 2025 through June 30, 2028. The parties have the option to extend this IGA for additional three-year terms or any portion thereof, so long as HOME Program funds are sought by and awarded to the Consortium.

6.0 Termination.

- 6.1. This IGA may be terminated by mutual agreement of the Parties in the event that the Consortium is dissolved or that HUD does not award HOME Program funds to the Consortium for the continuation of Consortium's HOME Program activities.
- 6.2. This provision supersedes and replaces the Termination provisions set forth in Provision C.7 of the General Conditions of the agreement.

7.0 Indemnification.

- 7.1. 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 act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 7.2. Reserved

8.0 Non-Discrimination.

- 8.1. Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 8.2. During the performance of this contract, the Parties will not discriminate against any employee, client or any other individual in anyway because of that person's age, race, creed, color, religion, sex, sexual orientation, gender identity, disability, national origin, familial status or any other protected class status under applicable law.
- 8.3. Reserved

9.0 Insurance. The parties acknowledge that they are self-insured.

10.0 Legal Jurisdiction and Authority. Nothing in this Agreement will be construed as either limiting or extending the legal jurisdiction of City or County. 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.

11.0 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 employed by that party, irrespective of the operations of protocol in place, and said party will have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

12.0 Notification. All notices or demands upon any party to the IGA will be in writing, unless other forms are designated elsewhere, and will be delivered in person, email or sent by mail addressed as follows:

CITY: Ann Chanecka, Director Housing & Community Development Department City of Tucson PO Box 27210 Tucson, AZ 85726 Ann.Chanecka@tucsonaz.gov	COUNTY: Daniel Sullivan, Director Community and Workforce Development Department 2797 E. Ajo Way Tucson, AZ 85713 Daniel.Sullivan@pima.gov
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13.0 Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understanding, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which shall for all purposes be deemed an original hereof.

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

CITY OF TUCSON:

PIMA COUNTY:

Mayor

Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

Date

Clerk of the Board

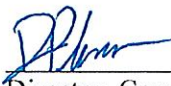
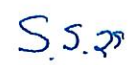
Date

REVIEWED BY:

REVIEWED BY:

Director, Housing & Community Development
Department

Date

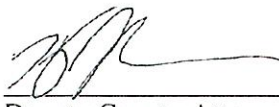
Director, Community and Workforce Development
Department

Date

The foregoing Subrecipient and Intergovernmental Agreement between City of Tucson and Pima County has been reviewed pursuant to A.R.S. §11-952 by the undersigned, 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 Subrecipient and Intergovernmental Agreement represented by the undersigned.

City Attorney and not personally

Date



Deputy County Attorney and not personally

5/2/2025

Date