



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 18, 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.

On February 6, 2024, the Board accepted a grant award of \$3,513,944 from the Arizona Department of Housing Homeless Shelter and Services fund (ADOH-HSSF) to fund operation of the shelter through fiscal year 2025-2026.

This Amendment 1 would retroactively terminate the existing IGA (CT-CR-24*046). NOTE: The termination of the existing IGA (CT-CR-24*046) is conditional should be approved ONLY if the Board also approves the new IGA (CT-CR-24*475).

*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 in the Homeless Management Information System.

*Retroactive:

Yes, to December 31, 2023. The ADOH-HSSF grant was accepted February 6, 2024, but the grant setup and this Amendment 1 could not be completed until after a fully executed grant agreement was provided by ADOH on April 26.

Handwritten notes: TO: COB, 6-4-24 (1) vers: 3 PGS: 1

Handwritten notes: GMI APPROVAL (initials) 5/31/24

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: CT Department Code: CR Contract Number (i.e., 15-123): 24-046
Amendment No.: 1 AMS Version No.: 3
Commencement Date: 8/23/2023 New Termination Date: 12/31/2023

Prior Contract No. (Synergen/CMS): N/A

Expense Revenue Increase Decrease

Amount This Amendment: \$ 479,075.04

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

*Funding Source(s) required: American Rescue Plan Act Coronavirus State and Local Fiscal Recovery 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: 5/28/2024

Deputy County Administrator Signature: [Signature] Date: 3/14/2024

County Administrator Signature: [Signature] Date: 6/1/2024

**Amendment 1 to Intergovernmental Agreement
between
Pima County and the City of Tucson for
Occupancy and Operation of Low-Barrier Shelter at Knights Inn**

This Amendment 1 (“**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, effective August 23, 2023 (County contract no. CT-CR-24-046), under which, among other things, County pays City a monthly payment (“**Rent**”) to operate a low-barrier, non-congregate shelter (“**Shelter**”) at the former Knights Inn Knights Inn, real property identified by Pima County Assessor Tax Parcel Numbers 131-01-014J and 131-01-014H, and improvements on those parcels (collectively, “**Knights Inn Property**” or “**Property**”).
- 1.2. City funded a portion of the cost of acquiring and rehabilitating the Knights Inn Property using City of Tucson/Pima County Housing and Urban Development HOME-American Rescue Plan (“**HOME-ARP**”) funds. The Knights Inn Property is being used and is to be used as a HOME-ARP Non-Congregate Shelter (NCS) for individuals and families in qualifying populations. This use meets one of the four eligible activities for HOME-ARP funds—i.e., acquisition and development of NCS (HOME-ARP Notice CPD 21-10).
- 1.3. County has ensured and will ensure its Program meets Admission and Occupancy requirements for HOME-ARP NCS activities, per HOME-ARP Notice CPD 21-10, Section IV.C, and Section VI.E.1.
- 1.4. The IGA provided for Rent to be paid from American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund (“**ARPA-CSLFRF**”) funds.
- 1.5. County was subsequently awarded funding from the Arizona Department of Housing Homeless Shelter & Services (“**ADOH-HSSF**”) to, among other things, fund the Rent payments, commencing January 1, 2024.
- 1.6. The Pima County Board of Supervisors accepted the ADOH-HSSF funding on February 6, 2024, and County received the executed Funding Agreement from ADOH on April 26, 2024.
- 1.7. County requires a separate agreement in order to switch the funding for the Rent from ARPA-CSLFRF funding to ADOH-HSSF funding.
- 1.8. Neither City nor County is in default under the IGA.
- 1.9. City and County desire to retroactively terminate this IGA conditioned upon the contemporaneous adoption of a new Intergovernmental Agreement (“**Second Intergovernmental Agreement**”) to provide for payment of the Rent from ADOH-HSSF funds as well as all other terms of the parties’ agreement with respect to operating the Shelter.

2. **Conditional Termination of the IGA.** The IGA is terminated effective December 31, 2023, but this termination is conditioned on City's and County's contemporaneous approval of a Second Intergovernmental Agreement, effective January 1, 2024, that provides for payment of the Rent from ADOH-HSSF funds as well as all other terms of the parties' agreement with respect to operating the Shelter.
3. **Effect of Termination on Rent Paid and Services Provided.** Any Rent paid, and services rendered, for periods beginning January 1, 2024, will be deemed to have been made under the Second Intergovernmental Agreement.
4. **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 Amendment 1 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:



 Deputy County Attorney

 City Attorney