



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 6, 2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Habitat for Humanity Tucson

***Project Title/Description:**

Habitat for Humanity Tucson Marana Infill 2022 Down Payment Assistance Project

***Purpose:**

This amendment is a no-cost, one-year term extension to allow Habitat for Humanity ("HFHT") Tucson to complete two remaining homes and to correct an address listed in the scope of services in the original agreement. Habitat for Humanity Tucson (Developer) will provide down payment assistance exclusively for homebuyers approved to purchase newly constructed Habitat for Humanity homes on infill lots located in the Town of Marana.

Attachment: Contract Number CT-CR-22-270

***Procurement Method:**

This Grant Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Eleven eligible low-income homebuyers will receive down payment assistance towards the purchase of a new home.

***Public Benefit:**

Pima County residents will have access to affordable housing.

***Metrics Available to Measure Performance:**

Upon completion of the project, the Developer will provide reports required by HUD.

***Retroactive:**

Yes, to April 1, 2023. Habitat for Humanity Tucson ("HFHT") requested extension in March 2023. Two applicants were awaiting additional financing from the Workforce Initiative Subsidy for Homeownership (WISH) grant, which became available April 1, 2023. CWD staff confirmed WISH funding with HFHT in mid-April and CWD sent amendment to HFHT on May 15, 2023, agency returned amendment with signature on May 16, 2023. Once agreements were signed the next available BOS Meeting is June 6, 2023. Approval of the extension to the agreement will allow HFHT time to complete two units of affordable housing for which two qualified homeownership applicants have been identified. If the amendment is not approved, two applicants will not be able to purchase a home from HFHT.

6mre approves.
5/19/23
(Signature)
TO: COB 5-23-23 (1)
Vers.: 3
pgs.: 4

MAY 22 23 PM 12:56 PD

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): 22-270

Amendment No.: 1 AMS Version No.: 3

Commencement Date: 4/1/2023 New Termination Date: 3/30/2024

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ 0

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

*Funding Source(s) required: US Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME)

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: Marcos Ysmael/Frances Salcido

Department: Community & Workforce Development

Telephone: 724-2462/724-2471

Department Director Signature: [Signature]

Date: 5.18.23

Deputy County Administrator Signature: [Signature]

Date: 19 May 2023

County Administrator Signature: [Signature]

Date: 5/20/23

Pima County Department of Community and Workforce Development	
Program:	Habitat for Humanity Tucson Marana Infill 2022 Down Payment Assistance Project
Contractor:	Habitat for Humanity Tucson 3501 N Mountain Avenue Tucson, AZ 85719
Contract No.:	CT-CR-22-270
Contract Amendment No.:	01

Original Contract Term:	4/1/2022-3/30/2023	Orig. Contract Amount:	\$275,000.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	\$0.00
Termination Date This Amendment:	3/30/2024	This Amendment Amount:	\$0.00
		Total Amount:	\$275,000.00

Unique Entity Identifier: EQGRJJRTK8J6		SAM Registration Date: 4/19/2021	
Federal Contract No.: M22-DC040229			
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount: N/A	
Indirect Cost Rate:	<input type="checkbox"/> Federal	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> HOME Program Developer	<input type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Program Description	Nation Funding	Pima County/City of Tucson Consortium Award
14.239	HOME Investment Partnerships Program (HOME)	FY21 \$1,258,622,687.00	FY21 \$3,523,477.00

Grant Agreement Amendment

The parties agree to amend the above-referenced contract as follows:

1.0 BACKGROUND AND PURPOSE.

- 1.1. Background. On April 1, 2022, Pima County, a body politic and corporate of the State of Arizona ("County"), and Habitat for Humanity Tucson, a non-profit corporation, ("Developer"), entered into the above referenced agreement to provide funding for down payment assistance for eligible low-income home buyers participating in the Marana Infill Project.
- 1.2. Purpose. The Pima County Board of Supervisors approved an allocation of County's HOME program funds in the amount of \$275,000.00.
 - 1.2.1 The Project will not be fully completed within the term of the agreement and more time is required to complete program activity. County and Developer, pursuant to Paragraph 2.2 of the Agreement, have the option to extend the term for up to 1 additional year or any portion thereof.

2.0 TERM AND EXTENSIONS, Section 2. Pursuant to paragraph 2.2, and in recognition of the unforeseen circumstances and unavoidable delays, County exercises the right to extend the term

for 1 additional year. This Agreement will terminate on **March 30, 2024**. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3.0 Exhibit A - SCOPE OF WORK. Paragraph 1.1.1. is deleted in its entirety and replaced with the following:

1.1.1. Eleven single-family homes will be built on:

House Address	Subdivision Name	Lot No.
12601 N. Whitney Lane	Whitney Farms	10
12609 N. Whitney Lane	Whitney Farms	9
12615 N. Whitney Lane	Whitney Farms	8
12629 N. Whitney Lane	Whitney Farms	7
12637 N. Whitney Lane	Whitney Farms	6
12651 N. Whitney Lane	Whitney Farms	5
12657 N. Whitney Lane	Whitney Farms	4
12665 N. Whitney Lane	Whitney Farms	3
12671 N. Whitney Lane	Whitney Farms	2
12681 N. Whitney Lane	Whitney Farms	1
12352 W. Sandy Street	Honea Heights	49B

4.0 The following Articles are hereby added to the Contract:

4.1 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE.

HUD is committed to supporting minority and women's small business growth and development. Developer is reminded to follow the Procurement Standards required for all HUD's Office of Community Planning and Development funded contract and subcontract activities as stated under 2 CFR §200.321, the pertinent provisions of which are incorporated herein by reference. For more information on required Procurement Standards and Procedures, please refer to 2 CFR § 200.321.

4.2 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMNT.

Developer agrees to comply with the prohibitions of 2 CFR §200.216, the pertinent provisions of which are incorporated herein by reference.

4.3 FORCED LABOR OF ETHNIC UYGHURS.

Pursuant to A.R.S. § 35-394, if Developer engages in for-profit activity and has 10 or more employees, Developer certifies it is not currently using, and agrees for the duration of this Subaward to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any subrecipients, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Developer becomes aware during the term of the Subaward that the Company is not in compliance with A.R.S. § 35-394, Developer must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

All other provisions of fully executed Agreement not specifically changed by this amendment remain in effect and are binding upon the parties.

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY

Chair, Board of Supervisors


DATE: _____

ATTEST:

Clerk of the Board

DATE: _____

APPROVED AS TO CONTENT:



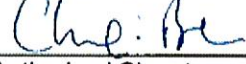
Director
Department of Community & Workforce
Development

APPROVED AS TO FORM:



Kyle Johnson, Deputy County Attorney

DEVELOPER



Authorized Signature

Charlie Buchanan, CEO

Printed Name and Title

DATE: 5/16/23