BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

← Award ← Contract ← Grant	Requested Board Meeting Date: 2/21/23
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
City of Tucson	
*Project Title/Description:	
Interagency Resource Coordinator	
*Purpose:	
Coordinator to be funded 50% by the City and 50% by the County, County, and their other community partners regading programs be	and Pima County would agree to create a position of Interagency Resource to manage and increase the coordination and cooperation among the City, enefiting unsheltered individuals throughout the community. (The cost .) The employee would be a City employee, but for operational purposes
*Procurement Method:	
This IGA is a non-Procurement contract and is not subject to Procur	ement rules.
*Program Goals/Predicted Outcomes:	
and services, identify gaps in service and make recommendations to	nd partnership with the City and local agencies involved in serving forts to address homelessness, evaluate and analyze existing programming presolve them, assist with education and implementation of resources, and imunity, and community organizations regarding issues surrounding
*Public Benefit:	
Better jurisdictional coordination on service delivery for individuals a	and families experiencing homelessness.
*Metrics Available to Measure Performance:	
Regular reports provided to City Manager and County Administrator	r.
*Retroactive:	
No.	

To COB: 2/6/23 vers: 1 Pas: 7(3)

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: <u>CT</u> Department Code	e: <u>CR</u>	Contract Number (i.e., 15-123): <u>23-316</u>
Commencement Date: <u>2/21/2023</u> Termination Date	e: <u>2/20/2025</u>	Prior Contract Number (Synergen/CMS): <u>N/A</u>
Expense Amount \$ <u>115,419.20</u> *	Revenu	le Amount: \$
*Funding Source(s) required: General Fund		
Funding from General Fund? Yes No 1	f Yes \$	% <u>100</u>
Contract is fully or partially funded with Federal Funds? If Yes, is the Contract to a vendor or subrecipient?	Yes 🖲 No	
Were insurance or indemnity clauses modified? If Yes, attach Risk's approval.	ČYes ເ∳No	
Vendor is using a Social Security Number? If Yes, attach the required form per Administrative Procedure 22-10	C Yes	
Amendment / Revised Award Information		
Document Type: Department Code:		Contract Number (i.e., 15-123):
Amendment No.:	AMS V	ersion No.:
Commencement Date:	New T	ermination Date:
	Prior C	Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease Is there revenue included? Yes No If Yes *Funding Source(s) required:		nt This Amendment: \$
	\$	<u> %</u>
Grant/Amendment Information (for grants acceptance and		C Award C Amendment
Document Type: Department Code:		Grant Number (i.e., 15-123):
Commencement Date: Terminatio	on Date:	Amendment Number:
Match Amount: \$	Revenue A	 Amount: \$
*All Funding Source(s) required:		
*Match funding from General Fund?	If Yes \$	%
*Match funding from other sources? Yes No *Funding Source:	If Yes \$	<u> </u>
*If Federal funds are received, is funding coming directly fr	rom the Federal go	overnment or passed through other organization(s)?
Contact: Andy Flagg, Deputy Director		
Department: Community & Workforce Development		Telephone: <u>724-8508</u>
epartment Director Signature:		Date: 2 3 2 3
eputy County Administrator Signature:	m	Date: 6. Och 7023
ounty Administrator Signature:	w	Date: 7 (0) 717.8

ADOPTED BY THE MAYOR AND COUNCIL

January 11, 2023

RESOLUTION NO. 23563

RELATING TO HUMAN RESOURCES; APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN PIMA COUNTY (COUNTY) AND THE CITY OF TUCSON (CITY) TO CREATE AND FUND A NEW CITY EMPLOYEE POSITION TO MANAGE AND INCREASE COORDINATION AND COOPERATION WITH OTHER COMMUNITY PARTNERS REGARDING PROGRAMS BENEFITING UNSHELTERED INDIVIDUALS THROUGHOUT THE COMMUNITY; AND DECLARING AN EMERGENCY.

WHEREAS, County and City, along with other community partners, fund and carry out programs that assist the unsheltered members of their communities; and

WHEREAS, better coordination among the two entities and their other community partners regarding these programs would increase the positive impact and efficiency of the programs; and

WHEREAS, the City has created a position, the Multi-Agency Resource Coordinator, who will provide that needed coordination among the City, County, and their community partners; and

WHEREAS, the County has agreed to provide funding to the City for half the cost of that position for a term of 2 years.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council authorize and approve the Intergovernmental Agreement (IGA) with Pima County, attached to this Resolution as Exhibit 1.

SECTION 2. The Mayor is authorized and directed to execute the IGA and the City Clerk is authorized and directed to attest to the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, <u>January 11, 2023</u>.

ATTEST:

Control

APPROVED AS TO FORM:

RN/ct

REVIEWED BY:

CITYMANAGE

Intergovernmental Agreement between Pima County and the City of Tucson for

Funding of Interagency Resource Coordinator Position

This Intergovernmental Agreement ("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, an Arizona municipal corporation and charter city ("City"), pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. 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.
- 1.2. County and City, along with other community partners, fund and carry out programs that assist the unsheltered members of their communities. Better coordination among the two entities and their other community partners regarding these programs would increase the positive impact and efficiency of the programs.
- 2. **Purpose**. The City has created, and the County wishes to help fund, a new City employee position (the "**Interagency Resource Coordinator**") to manage and increase the coordination and cooperation among the City, County, and their other community partners regarding programs benefitting unsheltered individuals throughout the community.
- 3. Interagency Resource Coordinator. A description of the Interagency Resource Coordinator position, including its minimum qualifications and job duties, is attached to this IGA as Exhibit A. The employee filling this position will be selected by City and will be for all purposes a City employee. For operational purposes the employee will report to the City Manager and County Administrator.
- 4. **Financing**. The salary and benefits of the Interagency Resource Coordinator are estimated to be between \$65,041.60 to max of \$115,419.20 per year. County will pay to City 50% of the actual salary and benefits of the Interagency Resource Coordinator while the position is filled, during the term of this IGA. City will invoice County for this amount Quarterly throughout the term of this IGA and County will pay City the invoiced amount within 30 days of invoice receipt.
- 5. **Term**. This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 2 (two) years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
- 6. **Disposal of Property**. Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- 7. **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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

- 8. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.
- 9. **Compliance with Laws**. The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
- 10. **Non-Discrimination**. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 11. **ADA**. The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 12. **Conflict of Interest**. This IGA 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.
- 13. **Non-Appropriation.** Not withstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or City's Mayor and Council do not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such termination, the parties will have no further obligations under this IGA other than for payment obligations that accrue prior to the effective date of the termination.
- 14. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees. The Interagency Resource Coordinator is solely an employee of the City of Tucson.
- 15. **No Joint Venture**. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 16. **No Third-Party Beneficiaries**. Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 17. **Notice**. Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County: Pima

City of Tucson

Jan Lesher 201 N. Stone Ave. Tucson, AZ 85701 Michael J. Ortega, P.E. 255 N. Alameda Tucson, AZ 85726

- 18. **Amendment**. This IGA may only be modified, amended, altered, or changed by written agreement signed by the parties.
- 19. **Severability**. If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
- 20. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, 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
- 21. **Entire Agreement**. This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
- 22. **Effective Date**. This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY	CITY OF TUGSON
Chair Board of Supervisors	Mayor Romero
Date	January 11, 2023 Date
ATTEST	ATTEST -
Clerk of the Board	City Clerk, Suzanne Mesich
	January 11, 2023

Intergovernmental Agreement Determination

The foregoing 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 he or she represents.

PIMA COUNTY:

CITY OF TUCSON:

Deputy County Attorney, Bobby Yu

Attorney, Mike Rankin

January 11, 2023

Date

Attachment: Job Description



City of Tucson

MULTI-AGENCY RESOURCE COORDINATOR (#0090)

\$31.27-\$54.23 Hourly / \$65,041.60-\$112,798.40 Yearly

Salary Grade: 818

Motify Me when a Job Opens for the above position(s)

(https://www.jobapscloud.com/Tucson/auditor/notify.asp?

Code='0090'&BulletinTitle=MULTI%2DAGENCY+RESOURCE+COORDINATOR%2C+Class+Specification)

General Description

Collaborates with Pima County and the City of Tucson to coordinate all Homeless Protocol (HP) efforts. This is a strategic position that is essential to addressing and analyzing initiatives that relate to and impact the unsheltered in our region.

Essential Functions

Develops strategic partnerships with local and statewide agencies and nonprofit service providers to assist with providing support services for unsheltered individuals.

Explores short and long-term funding opportunities to accelerate and sustain strategic efforts to address homelessness.

Prepares and analyses reports of program metrics making recommendations based on department and community feedback.

Creates and conducts education, implementation, and communication of the steps and resources required for the city and its partners to serve people experiencing homelessness.

Identifies and evaluates gaps in program services and provides recommendations to resolve these gaps.

Performs research, analysis, and evaluation of City & County programs and services available for homeless individuals. Conduct management and operational reviews of organizations, programs, functions, and systems related to homelessness issues to determine their efficiency, economy, and effectiveness.

Maintains regular contact with directors of government agencies, businesses, and community organizations that are involved in homelessness issues

Minimum Qualifications

Minimum Education Level & Type: Bachelor's Degree in Social Sciences, Education, Policy Development, or another related discipline.

Minimum Experience Qualifications: At least 4 years of experience in working with individuals experiencing homelessness.

Special Job Requirements

Other Information

FLSA Status: Exempt

Occupational Group Code: 11

Occupational Group Description: Community Services

EEO Job Category Code: A

EEO Job Category Description: Officials or Administrators Organizational Level: Administrative/Program Director

NCCI: 8810

Bargaining Unit: No Rep

Driving Requirements

The following information pertains to driving requirements for this classification with the City of Tucson. Under "Driving Level" None, Secondary or Primary, refers to the driving responsibility as it relates to the essential functions of the classification. License Type, is just that, the type of Arizona Driving License required for the classification. If the position requires a Commercial Drivers License (CDL), the endorsements will be listed under "Endorsements." Under Safety Sensitive a "Yes" means employees with this classification are subject to pre-employment and random drug testing. License Type A,B,C,D,or M may require the use of personal or City vehicles on City business. Individuals must be physically capable of operating the vehicles safely, possess a valid license and have an acceptable driving record. Use of a personal vehicle for City business will be prohibited if the employee is not authorized to drive a City vehicle or if the employee does not have personal insurance coverage. Exceptions to classification driving requirement's may exist based on position.

Driving Level: Incidental

License Type: Valid and Unrestricted Class D

CDL Endorsements: None

Safety Sensitive (driving requirement): No

Job Description Disclaimer

This description is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty. They are intended to describe the general nature and level of work being performed by individuals assigned to this position.

CLASS: 0090;