



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 6/7/2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

U.S. Department of Housing and Urban Development (HUD)

***Project Title/Description:**

HOME Investment Partnership Subrecipient Agreement between City of Tucson and Pima County.

***Purpose:**

To establish the terms, conditions and HUD approved consortia share allocations between the City of Tucson, as Lead Entity, and Pima County, as the Subrecipient, for HOME Investment Partnerships Program entitlement funds for the federal fiscal years 2023, 2024 and 2025.

***Procurement Method:**

Not applicable – this is a Grant Award.

***Program Goals/Predicted Outcomes:**

Provide and preserve affordable housing for low-income residents of Pima County. Expected outcomes include increased access to housing opportunities for Pima County residents.

***Public Benefit:**

Affordable housing, both rental and ownership.

***Metrics Available to Measure Performance:**

Number of completed units as identified in the current City-County HUD 5 Year Consolidated Plan and HUD Consolidated Annual Performance and Evaluation Report

***Retroactive:**

No.

*GMI Approves
AF 5/20/22*

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: 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

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAW Department Code: CR Grant Number (i.e., 15-123): 22-127

Commencement Date: 7/1/22 Termination Date: 6/30/25 Amendment Number:

Match Amount: \$ Revenue Amount: \$ 3,750,000 (estimate)

*All Funding Source(s) required: U.S. Department of Housing and Urban Development (HUD)

*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)? Passed through the City of Tucson

Contact: Marcos Ysmael, Housing Program Manager

Department: Community & Workforce Development

Telephone: 520-724-2462

Department Director Signature: Date: 5/17/22

Deputy County Administrator Signature: Date: 23 May 2022

County Administrator Signature: Date: 5/24/2022




PIMA COUNTY

COMMUNITY & WORKFORCE
DEVELOPMENT

MEMORANDUM

To: Melissa Manriquez, Clerk of the Board

From: Marcos Ysmael, Housing Program Manager 

Cc: Dana Morales, Sr. Staff Assistant, Deputy County Administrator
Jeanette Montano, Grants Management & Innovation
Rise Hart, Community & Workforce Development Contracts
Jenifer Darland, Community & Workforce Development Deputy Director
Procurement Department Contracts Administration, ContractsAdmin@pima.gov

Date: May 20, 2022

Subject: Home Investment Partnership Program ("HOME Program") Intergovernmental Agreements:
one Consortium Agreement and one Subrecipient Agreement.

Background: The City of Tucson and Pima County formed a Consortium known as the City of Tucson Pima County HOME Program Consortium in 1992. Every three years, the City and County have executed renewal Intergovernmental Agreements to continue the consortium and to receive U.S. Department of Housing and Urban Development (HUD) HOME Program funds from the City as the designated *Lead Entity* of the Consortium.

HUD requires all *Consortium* Agreements to have a three-year term following the federal fiscal year; therefore, the term for the Consortium Agreement starts October 1, 2022 and ends September 30, 2025. However, HUD allows each Consortium the flexibility to define a program year based on the local jurisdictions' fiscal year, which the City and County have done, identifying the Consortium program year as the fiscal year that starts on July 1 and ends June 30.

Based on *local Consortium* program year, the *Subrecipient* Agreement (also a three-year agreement as required by HUD) begins July 1, 2022 and ends on June 30, 2025.

Contracts Executed in Counterpart with City: Three copies of each agreement will be executed in Counterpart. This process requires three signed originals, one each for the City, County and HUD. The City will 'marry' the signature pages in each set of agreements and return one original to the County.

CWD will coordinate delivery of executed agreements to and from City of Tucson. We will request a receipt when delivering/dropping off agreements.

After the Board Chair signs the agreements on June 7th, please contact me at (520) 724-2462, or by email at Marcos.Ysmael@pima.gov.

Please do not hesitate to call or email me if you have any questions.

Thank you.
Attachments

**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 program (“City”), and Pima County, a body politic and corporate of the State of Arizona and Subrecipient for the federal HOME 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/Pima County HOME Consortium (“Consortium”) in 1992 for the purpose of applying for and obtaining HOME Investment Partnership Program (“HOME”) 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 funds awarded to the Consortium.
- G. The Parties intend to extend the Consortium agreement which will expire on September 30, 2022 in order to continue the Consortium operations for three additional years.
- H. The Consortium is expected to be awarded HOME funds to develop affordable housing between July 1, 2022 and June 30, 2025.

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 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 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.

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 funds;
- 3.1.3. Monitor County HOME program on an annual basis;
- 3.1.4. Give final approval of Environmental Review Requests (“ERR”) associated with County HOME projects;
- 3.1.5. Provide quarterly HOME 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 HOME Integrated Disbursement and Information System (“IDIS”) related to Consortium HOME projects;
- 3.1.7. Reimburse County within 30 days of receipt of monthly billing for HOME activities; and
- 3.1.8. Reallocate HOME 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 funds pursuant to 24 CFR Part 92, Subpart K and any applicable HOME Rules established and enacted by HUD;
- 3.2.2. Monitor County HOME 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 General Conditions 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 fund encumbrances and expenditures;
 - 3.3.4.2. The status of HOME 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 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 funds allocated to City as the Participating Jurisdiction of the Consortium. City will not be liable for providing HOME 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 funds on behalf of the Consortium.
- 4.2. Annual distribution of HOME funds to County will be made upon HUD’s approval of the Annual Consolidated Plan of the Consortium. 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 HUD HOME Consortia Share 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 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-eligible projects after receipt in IDIS. County shall notify City if it unable to expend Program Income 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 shall begin July 1, 2022 through June 30, 2025. The parties have the option to extend this IGA for additional three-year terms or any portion thereof, so long as HOME 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 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. This provision supersedes and replaces the Indemnification provisions set forth in Provision C.12 of the General Conditions of the agreement.

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. This provision supersedes and replaces the Non-discrimination provision set forth in Provision C.13 of the General Conditions of the agreement.

- 9.0 **Insurance.** The parties acknowledge that they are self-insured and that such self-insurance is sufficient to meet the terms and conditions set forth in Provision C.11 of the General Conditions of the agreement and County requirements for City.

- 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: Liz Morales, Director Housing & Community Development Department City of Tucson PO Box 27210 Tucson, AZ 85726 Liz.Morales@tucsonaz.gov	COUNTY: Daniel Sullivan, Director Community & Workforce Development Department 2797 E. Ajo Way Tucson, AZ 85713 Daniel.Sullivan@pima.gov
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13.0 Entire Agreement. This document, with its General Conditions of the agreement, 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.

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

 5/17/20

Director, Community & 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

 May 13, 2022

Deputy County Attorney and not personally Date