



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: September 3, 2024

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

City of Tucson

*Project Title/Description:

Intergovernmental Agreement between the City of Tucson and Pima County for the preparation and submission of the joint Analysis of Impediments to Fair Housing Choice (AI), the July 1, 2025 to June 30, 2030 Consolidated Plan Update (Con Plan), and respective jurisdiction's Annual Action Plan (AAP).

*Purpose:

Pima County is in a consortium with the City of Tucson for US Department of Housing and Urban Development (HUD) entitlement funds including: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons living with HIV/AIDS (HOPWA). To receive HUD funds, the City of Tucson-Pima County consortium must complete the AI, Con Plan and respective first year AAPs (collectively HUD Plans) every five years to receive federal allocations. This Intergovernmental Agreement with the City of Tucson will provide an amount not to exceed \$75,000.00 to the City of Tucson to cover the anticipated cost to jointly procure a qualified consulting firm to assist with community outreach and prepare required plans for HUD submittal. In an effort to avoid duplication of efforts, the City will serve as the lead and sole contracting entity with the selected firm.

*Procurement Method:

This is an Intergovernmental Agreement (IGA) exempt from Procurement rules.

*Program Goals/Predicted Outcomes:

The goal to developing the HUD Plans is to conduct an extensive public process to form long-term strategies to prioritize and leverage limited federal resources to create effective community development and affordable housing opportunities for Pima County residents. Outcomes include completion of the AI, Con Plan and first year AAP.

*Public Benefit:

The public will benefit from an extensive community process to identify and prioritize HUD eligible housing and community development activities. The Con Plan and associated reports also serve as extensive housing and socio-economic community analyses that local agencies can utilize to attract additional resources into Pima County.

*Metrics Available to Measure Performance:

Successful completion of a community planning process and submittal of HUD Plans to the federal government by May 15, 2025 effectively securing nearly \$40M in federal funds for the City of Tucson and Pima County for fiscal years 2025 to 2030.

*Retroactive:

Yes to July 1, 2024. CWD received the IGA from the City of Tucson on July 15th and submitted for attorney review. Staff received the signed IGA July 23. Once input into new county system, the next available BOS meeting date is September 3rd. If not approved, the estimated HUD funding will not be available to target communities.

To: COB, 8-20-24(3)
Vers: 0
Pgs: 4

Handwritten signature and date: 8/14/24

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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: PO Department Code: CWD Contract Number (i.e., 15-123): PO2400002903
Commencement Date: 07/01/2024 Termination Date: 06/30/2025 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 75,000.00 * [] Revenue Amount: \$

*Funding Source(s) required: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG)

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? Vendor

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 \$

*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: Joel Gastelum/Joel Viers

Department: CWD

Telephone: 724-6750/724-6767

Department Director Signature: [Signature]

Date: 8/14/2024

Deputy County Administrator Signature: [Signature]

Date: 16 Aug 2024

County Administrator Signature: [Signature]

Date: 8/19/2024

INTERGOVERNMENTAL AGREEMENT
by and between
THE CITY OF TUCSON AND PIMA COUNTY
for the preparation and submission of the
JULY 1, 2025 TO JUNE 30, 2030 CONSOLIDATED PLAN UPDATE, and
the ANNUAL ACTION PLANS

This Intergovernmental Agreement is entered into by and between City of Tucson, a municipality of the State of Arizona and Pima County, a body politic and corporate of the State of Arizona.

GLOSSARY

AI	Analysis of Impediments to Fair Housing
CDBG	Community Development Block Grant
CPD	HUD Office of Community Planning and Development
City	City of Tucson
Con Plan	HUD Program Years July 1, 2025 to June 30, 2030 Consolidated Plan Update (County/City Fiscal Years 2026-2030)
Consortium	City and County through their Housing and Community Development Departments
Contractor	Kuehl Enterprises LLC
County	Pima County
ESG	Emergency Solutions Grant
HOME	HOME Investment Partnerships
HOPWA	Housing Opportunities for Persons living with HIV/AIDS
HUD	U.S. Department of Housing and Urban Development
HUD Plans	Planning documents set forth in Recital F
HUD Programs	CDBG, ESG, HOME, HOPWA and other programs funded by CPD
IGA	Intergovernmental Agreement

RECITALS

- A. City and County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952 *et seq.*
- B. Pursuant to the provisions of A.R.S. § 36-1401 *et seq.*, City and County are authorized to develop housing projects that provide decent, safe, and sanitary housing for low-income persons.
- C. Funds are available from various federal programs to help meet community affordable housing needs, enhance programs that serve low-income populations and aid economic development activities.
- D. City and County have formed a consortium to jointly seek available grants for HUD Programs and other federal agencies to increase efficiency, effectiveness, and benefits to the residents of Pima County.
- E. City will act as the Lead Agency for the Consortium's efforts with respect to this IGA.
- F. In order to obtain funds for HUD Programs, City and County, through a collaborative process, involving a broad range of public and private agencies, will develop and submit the following required HUD Plans:

- 1) Con Plan;
- 2) City of Tucson First Year Annual Action Plan; and
- 3) Pima County First Year Annual Action Plan.

G. Costs shall be assigned based on each jurisdiction's use of services whenever possible and shall be split evenly when work performed is for the shared purpose of both jurisdictions.

NOW THEREFORE, County and City, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

- 1. PURPOSE.** This IGA establishes the rights and responsibilities of the Parties for provision of HUD funding to pay Contractor for the preparation of the HUD Plans, and other HUD eligible planning services, as needed to obtain funding for HUD Programs.
- 2. TERM.**
 - 2.1. This IGA will begin on July 1, 2024, and terminate on June 30, 2025, unless sooner terminated or further extended pursuant to the provision of this IGA. If this IGA commences prior to the Effective Date the parties will, for all purposes, deem this IGA to have been in effect as of the commencement date.
 - 2.2. Upon mutual consent of the parties, this IGA may be extended for one (1) additional one-year period.
- 3. EFFECT OF IGA ON EXISTING PROGRAM DESIGN AND IMPLEMENTATION.** This IGA does not impact the existing undertakings of the Consortium relating to the CDBG, HOME, ESG and HOPWA federal entitlement programs.
- 4. ROLES AND RESPONSIBILITIES.**
 - 4.1. **City and County.** As a HUD Consortium, City and County will collaborate to:
 - 4.1.1. Ensure the HUD Plans are developed for timely submission in compliance with all applicable federal and local regulations, notices, and guidance for HUD Consortia Consolidated Plans, Annual Action Plan (AAP), eCon Planning Suite, and CPD Maps.
 - 4.1.2. Prepare, schedule, and participate in public meetings, presentations, forums, and other events regarding the contents of HUD Plans.
 - 4.1.3. Ensure appropriate staff attend all meetings, presentations, and forums scheduled for the development and submission of the HUD Plans.
 - 4.1.4. Translate into Spanish any community surveys or outreach materials.
 - 4.1.5. Create maps and layouts using City, County and HUD data to identify:
 - 4.1.5.1. Past HUD-funded projects and activities; and
 - 4.1.5.2. Current and future needs of communities that may be served through HUD-funded programs and activities.
 - 4.1.6. Create and ensure submittal of all plans and documents required by and to HUD, including but not limited to the Annual Action Plan (AAP), CAPER, Citizen Participation Plan, Citizen/Executive Summary, 5-Year Consolidated Plan, as needed Risk Assessment, Analyses, and Reports.
 - 4.1.7. Ensure that the HUD Plans serve the following functions:

- 4.1.7.1. Certify that City and County will affirmatively further fair housing, conduct an analysis of impediments of fair housing choice, and undertake other activities required for fair housing planning;
- 4.1.7.2. Apply for and define the general use of CDBG, HOME, ESG and applicable HOPWA funds when awarded to the Consortium;
- 4.1.7.3. Develop a comprehensive strategy to address housing, community development, and economic development needs throughout Pima County;
- 4.1.7.4. Provide a strategy for carrying out CDBG, HOME, ESG, and HOPWA programs;
- 4.1.7.5. Effectively comply with the national objectives and meet and analyze the following goals of the various HUD Programs:
 - 4.1.7.5.1. Providing decent, affordable housing;
 - 4.1.7.5.2. Increasing homeownership;
 - 4.1.7.5.3. Providing suitable living environments;
 - 4.1.7.5.4. Expanding economic opportunities; and
 - 4.1.7.5.5. Supporting County-wide efforts to end homelessness.

4.2. **City.** City will:

- 4.2.1. As consortium lead agency, ensure the Con Plan and the AI are completed and submitted to HUD no later than May 15, 2025.
- 4.2.2. Timely submit the City-specific Annual Action Plan (AAP) and County-specific AAP.
- 4.2.3. Enter into a contract with Contractor for the needed consultant services set forth in this IGA and, subject to the limitations set forth in section 5 below, will be responsible for paying the Contractor for services.

5. PAYMENT.

- 5.1. City will invoice County for Contractor's services set forth in this IGA and defined with specificity in the contract between City and Contractor.
- 5.2. Total payment to the City for contractor services will not exceed \$75,000.00.
- 5.3. Funding will be provided from HUD CDBG allocation.
- 5.4. City will invoice County for services provided by Contractor.
- 5.5. County will pay for services within 30 days of receiving invoice from City.

6. INSURANCE.

- 6.1. City and County will maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.
- 6.2. For purposes of Workers' Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed an employee of both parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

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 fees (hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any such person or property damage, but only to the extent that such claims which result in vicarious or 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 in the performance of this IGA.
8. **TERMINATION.** Except as set forth in Section 14, Non-Appropriation, below, this IGA may be terminated only for cause and only in the event a party is in default of any provision of this IGA.
9. **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.
10. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** County and City will comply with all applicable provisions of the American 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 36 and 36.
11. **NON-DISCRIMINATION.** The Parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow-down of all provisions and requirements to any subcontractors.
12. **RIGHTS AND DUTIES OF PARTIES.** This IGA is intended to govern the rights and duties of City and County only and is not intended to confer on any third party any rights or benefits which would not exist in the absence of this IGA.
13. **SEVERABILITY.** Each provision of this IGA stands alone, and any provision of this IGA found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this IGA.
14. **NON-APPROPRIATION.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the City of Tucson Mayor and Council do not appropriate or are not granted sufficient monies for the purpose of maintaining this IGA other than for payment of services rendered prior to cancellation. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
15. **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:

Dan Sullivan, Director
Pima County Department of
Community & Workforce Development
2797 E. Ajo Way
Tucson, Arizona 85713

City:

Johanna Hernandez, Deputy Director
City of Tucson, Housing and Community
Development
310 N. Commerce Park Loop
Tucson, Arizona 85745

16. **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 County and any City employees, or between City and any County employees. 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.
17. **NO THIRD-PARTY BENEFICIARIES.** Nothing in the provisions of this IGA is intended to create

duties or obligations to or rights in third parties not parties to this IGA or effect the legal liability of either party to the IGA by imposing any standard of care different from the standard of care *imposed by law*.

18. 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.

19. 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.

20. ENTIRE AGREEMENT.

20.1. This document constitutes the entire IGA between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

20.2. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

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