



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):**

City of Tucson

***Project Title/Description:**

Intergovernmental Cooperative Agreement between Pima County and City of Tucson to establish a U.S. Department of Housing and Urban Development HOME Investment Partnerships Program Consortium for the federal program years 2023, 2024 and 2025. This cooperative agreement allows both the City of Tucson and Pima County to receive Federal HOME entitlement funds for local affordable housing initiatives.

***Purpose:**

To renew and extend the existing HUD Consortium Agreement between the City and the County for the use of federal HOME Investment Partnerships Program (HOME Program) as required per 24 CFR Part 92.101 in order to qualify for an allocation of HOME Program Funding for the Federal Fiscal Years 2023, 2024 and 2025. The Consortium was originally authorized by Pima County Resolution No. 1992-126 dated July 6, 1992 and by City of Tucson Resolution No 16051 dated July 6, 1992, the Pima County and City of Tucson HOME Consortium has been renewed every three years since 1992.

***Procurement Method:**

This IGA is a non-procurement contract and not subject to procurement rules.

***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
TO: COB 5-25-22 (3)
pgs.:
vers.: 1

MAY24 22PM 0138 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: CTN Department Code: CR Contract Number (i.e., 15-123): 22-146
Commencement Date: 10/1/22 Termination Date: 9/30/25 Prior Contract Number (Synergen/CMS): N/A
 Expense Amount \$ 0.00 * Revenue Amount: \$ 0.00

***Funding Source(s) required: City of Tucson**

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: _____ 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, Housing Program Manager

Department: Community & Workforce Development

Telephone: 520-724-2462

Department Director Signature: [Signature] Date: 5/17/22

Deputy County Administrator Signature: [Signature] Date: 23 May 2022

County Administrator Signature: [Signature] Date: 5/24/2022

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
 BETWEEN
 PIMA COUNTY AND CITY OF TUCSON
 FOR THE
 CONSORTIUM OF THE FEDERAL HOME PROGRAM
 FOR THE
 FEDERAL FISCAL YEARS 2023, 2024 AND 2025

This Intergovernmental Agreement (“Agreement”) is entered into by and between County of Pima, a body politic and corporate of the State of Arizona, hereinafter referred to as “County”, and City of Tucson, a municipal corporation of the State of Arizona, hereinafter referred to as “City”.

RECITALS

- A. County and City may contract for services and enter into agreements with one another for joint and cooperation action pursuant to A.R.S. § 11-952, *et seq.*
- B. County is authorized to engage in or assist in the development of housing for low-income families pursuant to A.R.S. § 36-1401, *et seq.*
- C. County desires to participate in the HOME Investment Partnerships Program (“HOME”) as authorized by the HOME Investment Partnerships Act, (“the Act”), title II of the Cranston-Gonzalez National Affordable Housing Act of 1991 (42 U.S.C.12701), as amended, through which federal funds are made available to state and local governments for the acquisition, rehabilitation and new construction of affordable housing and tenant-based rental assistance.
- D. The Act allows units of general local government to join together to form a consortium for the purpose of receiving a HOME allocation and for administering the HOME Program as a single Participating Jurisdiction (“PJ”).
- E. The Secretary of the U.S. Department of Housing and Urban Development (“HUD”) determines that the consortium has sufficient authority and administrative capacity to carry out the purposes of the Act on behalf of its member units of local governments.
- F. The HUD Field Office approves the renewal of consortium agreements during the current fiscal year by August 1 to ensure the consortia will be eligible to receive HOME funds in the next federal fiscal year.
- G. County and City formed City of Tucson Pima County HOME Consortium in 1992 for purposes of applying for and obtaining HOME Program funds.
- H. Pima County is an urban county as defined by Section 102 (a) (6) of the Housing and Urban Development Act of 1974, as amended, and authorized to undertake essential community development and housing assistance activities in its unincorporated areas which HUD has determined to have sufficient persons of low and moderate income that reside in County, and

which has entered into cooperative agreements with units of local government to undertake or to assist in such undertakings.

- I. County will achieve a greater allocation of HOME Program funds by forming a consortium with City.
- J. City is authorized to engage in or assist in the development or operation of housing for low- and moderate-income families pursuant to Chapter VII, Section 1, Sub-sections 32 and 33 of the Tucson City Charter.
- K. County and City agree that it is desirable and in the interests of their citizens to secure status as a Participating Jurisdiction under the HOME Program and that such Participating Jurisdiction shall be referred to as City of Tucson Pima County HOME Consortium.

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

1.0 Purpose.

- 1.1. The purpose of the Agreement is to **renew** a consortium of the geologically contiguous units of local government including City of Tucson and urban county known as Pima County as described in the HOME Investment Partnerships (HOME) program at 24 CFR 92.101 for the Federal **Fiscal Years 2023 through 2025**.
- 1.2. The consortium was originally formed pursuant to an intergovernmental agreement authorized by City of Tucson, in Resolution No. 16501, dated July 6, 1992, and by Pima County, the Urban County, in Resolution No. 1992-16, dated July 21, 1992.

2.0 Program Activity.

The consortium members agree to cooperate in undertaking, or to assist in undertaking housing assistance activities for the HOME Program.

3.0 Representative Appointment.

County and City as members mutually agree that City of Tucson has sufficient legal authority and administrative capacity to carry out the purposes of the HOME Program on behalf of the consortium and therefore, shall act as the Representative Member in its capacity as the Lead Entity of City of Tucson Pima County HOME Consortium.

4.0 Representative Responsibilities.

City of Tucson assumes overall responsibility for ensuring the consortium's HOME Program is carried out in compliance with the requirements of the HOME Program including requirements concerning the Consolidated Plan as required by 24 CFR Part 91.

5.0 Fair Housing.

Each member of the consortium agrees to affirmatively further fair housing.

6.0 Term.

- 6.1. For purposes of the Consortium, the Fiscal year means the federal government fiscal year runs from October 1 of one calendar year through September 30 of the following calendar year.
- 6.2. The qualification period for this Agreement shall be comprised of Fiscal Years 2023, 2024 and 2025 during which time the members will have the authority to carry out activities funded by the annual HOME Program.
- 6.3. All members of the consortium are prohibited from withdrawing while this Agreement remains in effect.

7.0 Program Year.

As required by the consolidated plan final rule at 24 CFR Part 91.402 (a), the program year for City of Tucson Pima County HOME Consortium shall be the same program year which begins **July 1, 2022 and ends on June 30, 2025, a period of three years.**

8.0 Authority to Amend Agreement.

As provided by HUD CPD Notice 13-002 issued April 9, 2013, City of Tucson as Lead Entity of the consortium is authorized to amend the Agreement to add new members or to incorporate automatic renewal for other reasons approved by HUD.

9.0 Effect of Consortium Formation on Existing Program Design and Implementation.

This Agreement does not impact the existing programs of the consortium.

10.0 Roles and Responsibilities of Member Jurisdictions.

10.1. City of Tucson will:

10.1.1. Execute a Subrecipient Agreement with Pima County providing for City's and County's responsibilities for implementing and complying with the HOME Program.

10.1.2. Be responsible for obtaining the necessary matching funds for all of City HOME Program projects within its jurisdiction as required by the HOME regulations.

10.1.3. Determine the projects to be funded by its formula allocation. Nothing in this Agreement will preclude the ability of any member jurisdiction either individually or jointly from applying for financial assistance under the State of Arizona HOME Program.

10.1.4. Review and underwrite specific projects that are eligible for HOME funding in its jurisdiction to include requirements under HUD Notice CPD 15-11 issued December 22, 2015.

10.1.5. Enter into HOME Program agreements for HOME funded projects.

10.1.6. Monitor subrecipient and contractors for compliance with HOME requirements during the project implementation and the affordability period.

10.1.7. Ensure its HOME funded projects comply with local codes and standards as well as federal regulations for lead-based paint hazards.

10.1.8. Design and implement its HOME Program activities in accordance with HUD regulations.

10.1.9. Ensure that the funding decisions for City HOME projects are authorized by the authority granted by the Mayor and Council.

10.1.10. Adhere to the terms and conditions of the HOME Investment Partnership Intergovernmental Agreement for the Subrecipient between City of Tucson and Pima County for the period of **July 1, 2022 and ending June 30, 2025**.

10.2. Pima County will:

10.2.1. Enter into Intergovernmental Cooperative Agreements with each willing unit of local government within the urban county, excluding City of Tucson, whereby each unit of local government delegates the power to plan and undertake community development projects within its jurisdiction to County that will have final responsibility for selecting all HOME projects in accordance with the approved consolidated plan pursuant to 24 CFR Part 91.

10.2.2. Be responsible for obtaining the necessary matching funds for all of the Pima County HOME projects within its jurisdiction as required by the HOME regulations.

10.2.3. Determine the projects to be funded by its formula allocation.

10.2.3.1. Nothing in this Agreement will preclude the ability of any member jurisdiction either individually or jointly from applying for financial assistance under the State of Arizona HOME Program.

10.2.4. Review and underwrite specific projects that are eligible for HOME funding in its jurisdiction to include requirements under HUD Notice CPD 15-11 issued December 22, 2015.

10.2.5. Enter into HOME Program agreements for HOME funded projects.

10.2.6. Monitor subrecipients and contractors for compliance with HOME requirements during project implementation and affordability periods.

10.2.7. Ensure its HOME funded projects comply with local codes and standards as well as federal regulations for lead-based paint hazards.

10.2.8. Design and implement its HOME Program activities in accordance with HUD regulations.

10.2.9. Abide by HOME Program requirements throughout the period of affordability for HOME funded projects.

10.2.10. Ensure that the funding decisions for County HOME projects are authorized by the Pima County Board of Supervisors.

10.2.11. Adhere to the terms and conditions of the HOME Investment Partnership Intergovernmental Agreement for Subrecipient between City of Tucson and Pima County for the period of **July 1, 2022 and ending June 30, 2025**.

11.0 Roles and Responsibilities of City as Lead Entity. In accordance with HUD directives, City shall assume all responsibilities for the consortium including, but not limited to:

11.1. Maintain compliance with federal requirements for operation of the HOME Program in accordance with applicable federal requirements and the requirements related to the consolidated plan as set forth in 24 CFR Part 91.

11.2. Establish, maintain and account for the HOME Investment Partnership funds.

11.3. On behalf of the consortium, facilitate the receipt of HOME Program funds.

- 11.4. Within ninety (90) days of HUD notification of HOME funding, City will notify County regarding administrative and project cost allocations as set forth in the Subrecipient Agreement.
- 11.5. Communicate with County on HOME Program notices, funding awards, monitoring visits and other HOME Program related activities.
- 11.6. Assume the right and responsibility to monitor and assure compliance with all HOME Program requirements during project implementation and affordability periods.
- 11.7. Meet and discuss with County any plans to reallocate funds from any contractor for nonperformance or noncompliance prior to reallocating such funds.

12.0 Joint Responsibilities of City and County Pertaining to the Consolidated Plan and Consolidated Annual Performance and Evaluation Report (CAPER).

- 12.1. Prepare, schedule and participate in public meetings and other events regarding the consolidated and annual plans in compliance with 24 CFR Part 91.
- 12.2. Exchange copies of documents that are submitted to HUD to meet the requirements of 24 CFR Part 91.
- 12.3. Meet quarterly to review HOME Program fund encumbrances and expenditures; the status of all HOME projects; consortium accomplishments; and opportunities for improving the delivery of affordable housing activities to the residents of Pima County. Review and discuss new HOME regulations and directives as they impact current and future projects and programs.

13.0 Joint Responsibilities of City and County Pertaining to the Community Housing and Development Organizations (CHDOs) Set-Aside Requirements:

- 13.1. Review and certify CHDOs for eligibility on a project by project basis in accordance with HUD's 2013 HOME Final Rule, 24 CFR Part 92.
- 13.2. Administer and oversee CHDO projects in their respective jurisdictions.
- 13.3. Jointly oversee and provide technical assistance as needed to ensure CHDO funded activities affirmatively further fair housing opportunities.
- 13.4. Ensure environmental reviews consistent with HUD regulations and guidelines are conducted for all HOME funded projects with final review and approval by City of Tucson as the certifying official of the consortium.

14.0 Program Income.

Program income ("PI") earned by County will be returned to City. PI returned to City will be available for use by County for HOME-eligible projects after receipt in IDIS.

15.0 Entire Agreement. This document constitutes the entire Agreement between parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merge herein. This Agreement shall not be

modified, amended, altered, or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder.

IN WITNESS WHEREOF, the parties agree to affix their signatures to execute this Agreement on the dates written below.

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS.

PIMA COUNTY, BOARD OF SUPERVISORS: CITY OF TUCSON MAYOR AND COUNCIL:

Chair, Board of Supervisors Date and
not Personally

Mayor and not Personally Date

ATTEST:


ATTEST:

Clerk of the Board and not Personally Date

City Clerk and not Personally Date

REVIEWED AND APPROVED BY:

REVIEWED AND APPROVED BY:

 5/17/22

Community & Workforce Date
Development Department, Director


Housing and Community Date
Development Department, Director

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement between Pima County and City of Tucson creating a consortium for participation in the HOME Program has been reviewed, pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and City of Tucson Attorney who have determined that 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 Agreement represented by Pima County and City of Tucson.

PIMA COUNTY

CITY OF TUCSON

 May 13, 2022

Deputy County Attorney Date
and not Personally

City Attorney Date
and not Personally