



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT** **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** 04/21/2020, Addendum

**\* = Mandatory, information must be provided**

**or Procurement Director Award** ☐

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

Kuehl Enterprises, LLC

**\*Project Title/Description:**

Consulting Services for Planning, Technical/Training Assistance & Report Planning

This contract can be found in OnBase by searching Contracts 19\*427 in Doc\_ID\_AMS.

**\*Purpose:**

Consultant services to assist Pima County and City of Tucson, via its US Department of Housing and Urban Development (HUD) Consortium, in providing planning, technical/training assistance and report preparation to complete its required 2020-2025 HUD Consolidated Plan ("Con Plan"), respective 2020-2021 Annual Action Plans ("AAP"), Citizen Participation Plan ("CPP") and updated Analysis of Impediments to Fair Housing ("AI").

This is an extension of one (1) year to complete the services outlined in the scope of work. Additional services are added to the scope of work in this extension as well as additional funding from HUD Community Development Block Grant ("CDBG") and HOME Investment Partnership Program ("HOME"). The City of Tucson will be responsible for half (50%) of additional funds being added to this contract under CTN-CD-19-427.1.

Attachment: Contract Number CT-CD-19-427 (Amendment 01)

**\*Procurement Method:**

Processed per Board of Supervisors Policy D29.6, IIIA. (RFP #: CDNC-HCD-10-15-18-AI-ConPlan-APP)

**\*Program Goals/Predicted Outcomes:**

Goal: Consultant services will provide technical assistance on CARES Act implementation to assist Pima County and the City of Tucson in the prioritization of respective HUD entitlement funding sources.

Predicted outcome: HUD plans will be completed for both the City of Tucson and Pima County securing HUD entitlement funding and attracting other leveraged resources for the benefit of county residents.

**\*Public Benefit:**

An estimated \$54 million in HUD entitlement resources will be made available for projects addressing housing, community development, homelessness, and special populations in Pima County and the City of Tucson.

**\*Metrics Available to Measure Performance:**

Upon request, provide technical assistance and training to City and County staff and assist with CARES Act Implementation. Underwrite proposed HOME projects as needed.

**\*Retroactive:**

Yes, to March 30, 2020. Finalizing documentation and reconfirming metrics delayed contract process. If not approved, HUD funding may not be allocated.

To COB: 4-14-2020

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Pgs 4(1)

Addendum

Procure Dept 04/14/20 RM0833

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**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective 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: CD Contract Number (i.e., 15-123): 19-427Amendment No.: 01 AMS Version No.: 5Effective Date: 3/30/2020 New Termination Date: 03/31/2021

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 50,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:** U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership 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): \_\_\_\_\_

Effective 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, Program Manager, 724-6750Department: Community Development and Neighborhood Conservation Telephone: 724-2696Department Director Signature/Date: Daniel Guthrie

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. J. Dubelley*(Required for Board Agenda/Addendum Items)*

**Pima County Community Development and Neighborhood Conservation Department****Project:** Consulting Services for Planning, Technical/Training Assistance & Report Planning**Contractor:** Kuehl Enterprises, LLC  
P.O. Box 642  
Humboldt, Arizona 86329**Contract No.:** CT-CD-19-427**Contract Amendment No.:** One (1)

Original Contract Term:	04/01/19-03/31/20	Orig. Contract Amount:	\$150,000.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	-0-
Termination Date This Amendment:	03/31/2021	This Amendment Amount:	\$50,000.00
		Total Amount:	\$200,000.00

**DUNS No.:** 182889076**Research or Development:** ☐ Yes ☒ No**Federal Contract No.:** B-18-UC-04-0502, B-19-UC-04-0502**Required Match:** ☐ Yes ☒ No **Match Amount:****Indirect Cost Rate:** ☐ Federal ☐ NICR ☐ de minimis ☒ None**Status of Contractor:** ☐ Subrecipient ☒ Contractor

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant (CDBG)	FY18 \$3,300,000,000	FY18 \$2,903,833.00
14.218	Community Development Block Grant (CDBG)	FY19 \$3,365,000,000	FY19 \$2,945,544.00
14.239	HOME Investment Partnerships Program (HOME)	FY19 \$1,250,000,000	FY19 \$3,263,501.00
14.218	Community Development Block Grant Coronavirus (CDBG-CV)	FY20 \$2,000,000,000	FY20 \$1,748,099.00

**AMENDMENT NO. ONE (1)****1.0 BACKGROUND AND PURPOSE.**

1.1. Background. County appropriated \$150,000.00 of FY 2018-2019 and FY 2019-2020 Community Development Block Grant ("CDBG") funds for Kuehl Enterprises, LLC. ("Contractor") to provide planning, technical/training assistance, and underwriting report preparation for City and County HUD Community Planning and Development entitlement grant funding for HUD program years 2020-2025.

1.2. Purpose.

1.2.1. The Consolidated Plan Presentation, Report, and Annual Action Plan activities are an 18-month process.

1.2.2. HUD has made "Coronavirus Aid, Relief, and Economic Security Act" or the "CARES Act" resources available in order to ensure that various CDBG, HOME, Emergency Service Grant ("ESG") and Housing Opportunities for Persons with Aids ("HOPWA") plans and policies which were being or had been completed are updated to include the changes that have

occurred since the emergency declarations instituted because of the COVID-19 pandemic.

- 1.2.3. In order to ensure that the Reports and Plans set forth in the Scope of Work, Exhibit A, paragraph 1.2 are revised to account for current, and future, circumstances related to the health emergency, the Board of Supervisors finds it is in the best interests of the residents of Pima County to extend the Agreement for an additional one (1) year.

**2.0 TERM AND EXTENSIONS, SECTION 1.0.** Pursuant to **paragraph 1.2**, County exercises a portion of the allowed Extension Options. This Contract will terminate on **March 31, 2021**.

**3.0 COMPENSATION AND PAYMENT, SECTION 3.0.** is amended as follows:

3.1. The Maximum Allocated Amount is increased to **\$200,000.00**.

3.2. The table is deleted in its entirety and replaced with the following:

<b>Funding Source</b>	<b>Amount</b>
Pima County	\$100,000.00
City of Tucson	\$100,000.00
<b>Total</b>	<b>\$200,000.00</b>

3.3. **Paragraph 3.15.1** is deleted and replaced with the following:

Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.

**4.0 SECTION 33.0 – ISRAEL BOYCOTT CERTIFICATION** is added:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**5.0 EXHIBIT A** , is amended as follows:

5.1. **Paragraph 1.3** is deleted and replaced with the following:

Contractor will complete other projects related to CPD, as requested, including but not limited to grant writing, application preparation, project underwriting and risk analysis.

5.2. **Section 7 -- Deliverables, Timeline and Budget** is deleted and replaced with the following **Section 7, Additional Analysis and Report.**

7. **Analyses and Reports.** Contractor will:

7.1. Upon request, provide technical assistance and training to City and County Staff and local non-profit housing agencies involved in CPD programs.

7.2. Write grants and prepare applications of County and City.

7.3. Underwrite proposed HOME projects. Underwriting will include, but is not limited to:

7.3.1. Review and analyze sources and uses of funds and determine if costs are reasonable;

7.3.2. Assess market demand and market risks for the area in which the proposed HOME project is located;

- 7.3.3. Review and assess applicant's experience and financial capacity to successfully complete the proposed HOME project (Developer Risk);
- 7.3.4. Analyze the long-term financial feasibility of the proposed HOME project based on pertinent available data and written commitments from additional funding sources;
- 7.3.5. Analyze the proposed HOME project operating pro forma; and
- 7.3.6. In conformance with federal and state standards, conduct a subsidy layering analysis to assure that federal, state and local funding sources to not result in over-subsidization of the proposed HOME project.
- 7.4. Provide County or City, as appropriate, with a detailed report of each proposed HOME project underwritten.

5.3. **Section 8 – CARES Act Implementation** is added to read:

- 8. **CARES Act Implementation.** . In order to update the reports and plans set forth in paragraph 1.2 above, and to comply with guidance for the use of CARES Act funding, as it is released by the federal government, Contractor will:
  - 8.1. Upon request, provide technical assistance and training to City and County staff and local non-profit housing agencies involved in HUD CARES Act planning, coordination and implementation.
  - 8.2. Assist Consortium in implementing expedited public notice and processes required to amend existing or proposed HUD plans to incorporate HUD CARES Act resources.
  - 8.3. Help Consortium revise and update the plans prepared pursuant to this Agreement and accurately program CPD CARES Act projects and activities consistent with Con Plan goals, objectives, and performance measurements in IDIS, as amended, modified or waived by HUD.
  - 8.4. Meet with County and City to review updated drafts of plans as required by HUD
  - 8.5. Prepare executive summaries of CPD Cares Act amendments, modification or waivers for the governing bodies of City and County.
  - 8.6. After approval and direction from the governing bodies, prepare submittals and work with County and City to upload the respective CARES Act projects to IDIS.
  - 8.7. Prepare HUD required checklists for County and City as needed to ensure compliance with CARES Act.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

5.4. **Section 9 – Deliverables, Timeline, and Budget** is added to read:

County, on behalf of Consortium, will pay Contractor upon receipt of each timely and acceptable deliverable as follows:

Contractor Deliverable	Date due to City & County	HUD Submission Deadline	Budget
AI Draft	May 31, 2019	N/A	\$45,000.00
AI Final	June 30, 2019	May 15, 2020	\$ 6,000.00
Con Plan outline	June 30, 2019	N/A	\$24,000.00
Con Plan forum topics	June 30, 2019	N/A	
Con Plan survey results	June 30, 2019	N/A	
Con Plan Draft	October 15, 2020	N/A	\$67,500.00
County AAP Draft & City AAP Draft	October 15, 2020	N/A	
Con Plan Final	April 15, 2021	May 15, 2021	\$ 7,500.00
County AAP Final & City AAP Final	April 15, 2021	May 15, 2021	
Additional analyses and reports	Per specific request	N/A	\$25,000.00
HUD CARES Act Implementation	Per specific request	N/A	\$25,000.00
<b>TOTAL</b>			<b>\$200,000.00</b>

All other provisions of this Agreement, not specifically changed by this amendment, will remain in effect and be binding upon the parties.

This Amendment is effective March 30, 2020.

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board Date

**APPROVED AS TO CONTENT:**

Daniel Guter 4.10.2020  
Interim Director Date  
Community Development & Neighborhood  
Conservation

**APPROVED AS TO FORM:**

Karen S. Friar  
Karen S. Friar, Deputy County Attorney

**AGENCY**

Martina Kuehl  
Authorized Signatory

Martina Kuehl, Manager  
Printed Name & Title

Date: 4-9-20