



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

**Requested Board Meeting Date:** July 5, 2016

**or Procurement Director Award** ☐

**Contractor/Vendor Name (DBA):** City of Tucson

**Project Title/Description:**

Intergovernmental Cooperative Agreement Between Pima County and City of Tucson for the Consortium of the Federal HOME Program for the Federal Fiscal Years 2016, 2017 and 2018

**Purpose:**

Agreement to renew a Consortium under the federal HOME Investment Partnership Program (HOME Program) at 24 CFR Part 92.101, in order to qualify for an allocation of HOME Program funding for the federal fiscal years 2016 through 2018. The Consortium was originally formed pursuant to and intergovernmental agreement authorized by City of Tucson Resolution No. 16051, dated July 6, 1992 and by Pima County Resolution No. 1992-126, dated July 6, 1992.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

Provide and preserve affordable housing for low-income residents of Pima County.

**Public Benefit:**

Affordable housing, both rental and ownership.

**Metrics Available to Measure Performance:**

HUD 5 year Consolidated Plan and HUD Consolidated Annual Performance and Evaluation Report

**Retroactive:**

No

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ACS

TO: COB 6-27-16 (2)  
ver. - 1  
pgs. 4  
Addendum

Procure Dept 06/24/16 PM03:35

**Original Information**

Document Type: CTN Department Code: CD Contract Number (i.e.,15-123): 16\*00209  
Effective Date: 10/1/2016 Termination Date: 9/30/2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ N/A ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): U.S. Department of Housing and Urban Development - HOME Investment Partnership Program

Cost to Pima County General Fund: NONE

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: MARCOS YSMAEL

Department: CDNC Telephone: 520-724-2462

Department Director Signature/Date: Margaret M. Lee 06/24/2016

Deputy County Administrator Signature/Date: [Signature] 6/24/2016

County Administrator Signature/Date: [Signature] 6/24/16  
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTN-CD-16-209</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BETWEEN  
PIMA COUNTY AND CITY OF TUCSON  
FOR THE  
CONSORTIUM OF THE FEDERAL HOME PROGRAM  
FOR THE  
FEDERAL FISCAL YEARS 2016, 2017 AND 2018

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

WITNESSETH

WHEREAS, County and City may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-925, *et seq.*; and

WHEREAS, 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.*; and

WHEREAS, 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 states and local governments for the acquisition, rehabilitation and new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, 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 Participation Jurisdiction (PJ); and

WHEREAS, the Secretary of 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 government; and

WHEREAS, 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; and

WHEREAS, County and City formed the City of Tucson Pima County HOME Consortium in 1992 for purposes of applying for and obtaining HOME program funds; and

WHEREAS, Pima County is an urban county as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974, as amended, and authorized to undertake essential community development and housing assistance activities in its unincorporated areas which the U.S. Department of

Housing and Urban Development ("HUD") has determined to have sufficient persons of low and moderate income that reside in the county, and which has entered into cooperative agreements with units of local government to undertake or to assist in such undertakings; and

WHEREAS, County will achieve a greater allocation of HOME Program funds by forming a consortium with City; and

WHEREAS, City is authorized to engage in or assist in the development or operation of housing for low-income families pursuant to Chapter VII, Section 1, Sub-sections 32 and 33 of the Tucson City Charter; and

WHEREAS, 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 the 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:

#### I. PURPOSE

The purpose of the Agreement is to renew a consortium of the geographically contiguous units of local government including the 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 2016 through 2018. The consortium was originally formed pursuant to an intergovernmental agreement authorized by City of Tucson, in Resolution No. 16051, dated July 6, 1992, and by Pima County, the Urban County, in Resolution No. 1992-126, dated July 21, 1992.

#### II. PROGRAM ACTIVITY

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

#### III. REPRESENTATIVE APPOINTMENT

The county and city as members mutually agree that the 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 the City of Tucson Pima County HOME Consortium.

#### IV. REPRESENTATIVE RESPONSIBILITIES

The 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.

#### V. FAIR HOUSING

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

#### VI. TERM

For purposes of the Consortium, the Fiscal Year means the federal government fiscal year which runs from October 1 of one calendar year through September 30 of the following calendar year. The qualification period for this agreement shall be comprised of Fiscal Years 2016, 2017 and 2018 during which time the members will have the authority to carry out activities funded by the annual HOME Program. All members of the Consortium are prohibited from withdrawing while this agreement remains in effect.

#### VII. PROGRAM YEAR

As required by the Consolidated Plan Final Rule at 24 C.F.R. § 91.402 (a), the program year for the City of Tucson Pima County HOME Consortium shall be the same program year which begins October 1, 2016 and ends on September 30, 2019, a period of three years.

#### VIII. AUTHORITY TO AMEND AGREEMENT [Required by CPD Notice 13-002]

The City of Tucson as Lead Entity of the Consortium is authorized to amend the Agreement to add new members or to incorporate automatic renewal or for other reasons approved by the U.S. Department of Housing and Urban Development.

#### IX. EFFECT OF CONSORTIUM FORMATION ON EXISTING PROGRAM DESIGN AND IMPLEMENTATION

This agreement does not impact the existing programs of the Consortium.

#### X. ROLES AND RESPONSIBILITIES OF THE MEMBER JURISDICTIONS

##### A. The City of Tucson will:

- i. Execute a Subrecipient Agreement with Pima County providing for the City's and the County's responsibilities for implementing and complying with the HOME Program.
- ii. Be responsible for obtaining the necessary matching funds for all of the City of Tucson HOME Program projects within its jurisdiction as required by the HOME regulations.
- iii. 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.
- iv. Review and underwrite specific projects that are eligible for HOME funding in its jurisdiction to include requirements under CPD-15-11.
- v. Enter into HOME program agreements for HOME funded projects.
- vi. Monitor subrecipient and contractors for compliance with HOME requirements during the project implementation and the affordability period.
- vii. Ensure its HOME funded projects comply with local codes and standards as well as federal regulations for lead-based paint hazards.
- viii. Design and implement its HOME program activities in accordance with HUD regulations.
- ix. Ensure that the funding decisions for the City HOME projects are authorized by the authority granted by the Mayor and Council.

- x. Adhere to the terms and conditions of the HOME Investment Partnership Intergovernmental Agreement for Subrecipient between the City of Tucson and Pima County for the period of July 1, 2016 and ending June 30, 2019.

**B. Pima County will:**

- i. Enter into Intergovernmental Cooperative Agreements with each willing unit of local government within the urban county, excluding the City of Tucson, whereby each unit of local government delegates the power to plan and undertake community development projects within its jurisdiction to the County that will have final responsibility for selecting all HOME projects in accordance with the approved Community Development and Housing Consolidated Plan pursuant to 24 CFR Part 91. Furthermore, each unit of local government may not participate in a HOME consortium except through Pima County during the period in which it is participating in the county's CDBG program.
- ii. 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.
- iii. 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.
- iv. Review and underwrite specific projects that are eligible for HOME funding in its jurisdiction to include requirements under CPD-15-11.
- v. Enter into subrecipient agreements for HOME funded projects.
- vi. Monitor contractors for compliance with HOME requirements during the project implementation and the affordability period.
- vii. Ensure its HOME funded projects comply with local codes and standards as well as federal regulations for lead-based paint hazards.
- viii. Design and implement its HOME program activities in accordance with HUD regulations.
- ix. Abide by HOME requirements throughout the period of affordability for HOME funded projects.
- x. Ensure that the funding decisions for County HOME projects are authorized by the Pima County Board of Supervisors.
- xi. Adhere to the terms and conditions of the HOME Investment Partnership Intergovernmental Agreement for Subrecipient between the City of Tucson and Pima County for the period of July 1, 2016 and ending June 30, 2019.

**XI. ROLES AND RESPONSIBILITIES OF THE CITY AS THE LEAD ENTITY** in accordance with HUD directives shall assume all responsibilities for the consortium including, but not limited to:

- A. Maintain compliance with federal requirements for operation of the HOME program in accordance with applicable federal regulations and the requirements related to the Consolidated Plan as set forth in 24 C.F.R. Part 91.
- B. Establish, maintain and account for the HOME Investment Partnership Funds.
- C. On behalf of the consortium, facilitate the receipt of HOME funds.
- D. Within 90-days of notification of HOME funding from HUD, City will notify County regarding administrative and project costs allocations as set forth in the Subrecipient IGA.
- E. Communicate with County on HOME program notices, funding awards, monitoring visits and other HOME related activities.

- F. Assume the right and responsibility to monitor and assure compliance with all HOME requirements during the project implementation and the affordability period.
- G. Meet and discuss with County any plans to reallocate funds from any contractor for nonperformance or noncompliance prior to reallocating such funds.

XII. JOINT RESPONSIBILITIES OF THE CITY AND THE COUNTY PERTAINING TO THE CONSOLIDATED PLAN AND CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) INCLUDE:

- A. Both parties will prepare, schedule and participate in public meetings and other events regarding the Consolidated and Annual Plans in compliance with 24 CFR Part 91.
- B. Exchange copies of documents that are submitted to HUD to meet the requirements of 24 CFR Part 91.
- C. 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.

XIII. JOINT RESPONSIBILITIES OF THE CITY AND THE COUNTY PERTAINING TO THE COMMUNITY HOUSING AND DEVELOPMENT ORGANIZATIONS (CHDOS) SET-ASIDE REQUIREMENTS:

- A. 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.
- B. Administer and oversee CHDO projects in their respective jurisdiction.
- C. Jointly oversee and provide technical assistance as needed to ensure CHDO funded activities affirmatively furthering fair housing opportunities.
- D. 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 certifying official.

XIV. PROGRAM INCOME

Program income ("proceeds") shall be returned to the City for receipt in HUD's Integrated Disbursement and Information System (IDIS). Any program income may be reallocated as authorized by the City.

XV. 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 merged 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 COUNTERPART.

**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:

COUNTERSIGNED AND ATTESTED:

\_\_\_\_\_  
Clerk of the Board and not Personally                      Date

\_\_\_\_\_  
City Clerk and not Personally                      Date

REVIEWED AND APPROVED BY:

Margaret M. Kne                      06/24/2016  
\_\_\_\_\_  
Community Services and Neighborhood                      Date  
Conservation Department, Director  
and not Personally

REVIEWED AND APPROVED BY:

Jelly Stang                      6/22/16  
\_\_\_\_\_  
Housing and Community Development                      Date  
Department, Director and not Personally

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement between Pima County and the 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 the City of 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 Count and the City of Tucson.

**PIMA COUNTY**

**CITY OF TUCSON**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Taren A. Tovar                      6-23-16  
\_\_\_\_\_  
Deputy County Attorney                      Date  
and not Personally

\_\_\_\_\_  
City Attorney                      Date  
and not Personally