



NOTICE OF SPECIAL COUNCIL MEETING

In accordance with section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:30 p.m. Wednesday, March 2, 2016. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS APPROVED BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al público en general que el Alcalde y el Cabildo de San Luis, Arizona, tendrán una Junta Especial a las 6:30 p.m. el día Miércoles, 2 de Marzo del 2016. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Special Meeting
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
San Luis, AZ 85349
March 2, 2016
6:30 P.M.

AMENDED AGENDA
3/1/2016

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DISCUSSION AND POSSIBLE ACTION ITEM(S):**
 - 3. A.** Discussion and possible action on any and all matters regarding Resolution No. 1134. A resolution of the City Council of the City of San Luis, Arizona, authorizing the Mayor to execute an Intergovernmental Cooperative Agreement between City of San Luis, City of Somerton, City of Yuma, County of Yuma, and Town of Wellton for the Consortium of the Federal HOME Program. **(Jenny Torres, Community Development Director)**
 - 3. B.** Discussion and possible action on any and all matters regarding a contract to temporarily cover the Municipal Court after the retirement of Magistrate Rosendo Morales, Jr. **(Tadeo A. De La Hoya, Interim Manager)**
- 4. EXECUTIVE SESSION**

Vote to hold and Executive Session pursuant to A.R.S. §§38-431.03(A) (3) and 38-431.03(A) (4)

 - 4. A.** Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03(A) (3) and 38-431.03(A) (4) for consultation for legal advice with the City Attorney and/or attorneys for the City and to consider instructing the City Attorney regarding any all matters regarding the San Luis Regional Detention Center and related contracts that are subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. **(Kay Marion Macuil, City Attorney)**
- 5. MOTION TO GO BACK INTO REGULAR SESSION**
- 6. ADJOURNMENT**



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. A.

Meeting Date: 03/02/2016

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1134. A resolution of the City Council of the City of San Luis, Arizona, authorizing the Mayor to execute an Intergovernmental Cooperative Agreement between City of San Luis, City of Somerton, City of Yuma, County of Yuma, and Town of Wellton for the Consortium of the Federal HOME Program. **(Jenny Torres, Community Development Director)**

SUMMARY:

All the communities within Yuma County desire to join together to form a Consortium for the purpose of receiving HOME allocations directly from the federal government instead of applying for HOME funds from the state. The consortium administrative board would use a point-based system to guide funding decisions to ensure equitable distribution of HOME dollars among all units of local government. An intergovernmental agreement would need to be approved by all units of local government in order to submit the request to become a consortium to the state and federal agencies.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1134.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NO

CITY/STATE/FEDERAL FUNDS: 0

TOTAL: 0

BUDGETED: 0

AVAILABLE TO TRANSFER: 0

ACCOUNT #/REMAINING BALANCE: 0

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

No fiscal impact associated with this item. The Home Consortium will apply for funds from the HOME program if the application is accepted it is anticipated that this will bring funds to San Luis.

Attachments

Resolution No. 1134

IGA

Powerpoint



Resolution

NO. 1134

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN CITY OF SAN LUIS, CITY OF SOMERTON, CITY OF YUMA, COUNTY OF YUMA, AND TOWN OF WELLTON FOR THE CONSORTIUM OF THE FEDERAL HOME PROGRAM.

WHEREAS, the units of general local government (UGLG) desire 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 UGLG 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”); and

WHEREAS, the UGLG agree that it is desirable and in the best interest of their citizens to secure status as a PJ under the HOME Program and that such PJ shall be referred to as the Yuma County HOME Consortium; 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 general local government;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Luis as follows:

SECTION 1: The Intergovernmental Agreement between the City of Yuma, City of San Luis, City of Somerton, County of Yuma, and Town of Wellton for the purpose of participating in the federally funded HOME program, attached hereto as Exhibit A is approved.

Section 2. The Mayor is authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City of San Luis and the City Clerk is directed to attest the same.

Section 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Adopted this _____ day of _____, 2016

APPROVED:

Gerardo Sanchez
Mayor

ATTESTED:

Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
City Attorney

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF YUMA, CITY OF SAN LUIS, CITY OF SOMERTON, CITY OF YUMA,
AND TOWN OF WELLTON
FOR THE
CONSORTIUM OF THE FEDERAL HOME PROGRAM
FOR THE
FEDERAL FISCAL YEARS 2017, 2018 AND 2019

This Intergovernmental Cooperative Agreement (“Agreement”), is entered into by and between the County of Yuma, a body politic and corporate of the State of Arizona, the Cities of San Luis, Somerton, and Yuma, and the Town of Wellton, municipal corporations of the State of Arizona, collectively hereinafter referred to as Units of General Local Government (“UGLG”).

WITNESSETH

WHEREAS, the UGLG may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, *et seq.*; and

WHEREAS, the UGLG are 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, the UGLG desire 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 Participating Jurisdiction (“PJ”); and

WHEREAS, City of Yuma is a metropolitan city as defined by Section 102(a)(4) of the Housing and Community Development Act of 1974, as amended, and authorized to undertake essential community development and housing assistance activities in its incorporated areas and 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 city, and which has entered into cooperative agreements with sub-recipients to undertake or to assist in such undertakings; and

WHEREAS, the UGLG, by forming a Consortium, will meet qualification standards established by HUD to become a 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 general local government; and

WHEREAS, the HUD Field Office approves the 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, the UGLG agree that it is desirable and in the best interest of their citizens to secure status as a PJ under the HOME Program and that such PJ shall be referred to as the Yuma County HOME Consortium; and

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

I. PURPOSE [Required by CPD Notice 13-002]

The purpose of the Agreement is to form a Consortium of the geographically contiguous units of general local government including Yuma County, the Cities of San Luis, Somerton, Yuma, and the Town of Wellton as described in the HOME Investment Partnerships (HOME) Program at 24 C.F.R. § 92.101 for the Federal Fiscal Years 2017 through 2019.

II. PROGRAM ACTIVITY [Required by CPD Notice 13-002]

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

III. REPRESENTATIVE APPOINTMENT [Required by CPD Notice 13-002]

The members mutually agree that the City of Yuma 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 Yuma County HOME Consortium.

IV. REPRESENTATIVE RESPONSIBILITIES [Required by CPD Notice 13-002]

The City of Yuma assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program including the requirements of the applicable Consolidated Plan as outlined at 24 C.F.R. Parts 91 & 92.

V. FAIR HOUSING [Required by CPD Notice 13-002]

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

VI. TERM [Required by CPD Notice 13-002]

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 Federal Fiscal Years 2017, 2018 and 2019 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 for the three-year period this Agreement remains in effect.

VII. PROGRAM YEAR [Required by CPD Notice 13-002]

As required by the Consolidated Plan Final Rule at 24 C.F.R. § 91.402 (a), the Program Year for the Yuma County HOME Consortium shall be the period which begins July 1, 2017 and ends on June 30, 2020, a period of three years.

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

Any amendment or modification to this agreement, including the addition of new members or to incorporate automatic renewal or for other reasons required by HUD, must be approved in writing by all Consortium members.

IX. YUMA COUNTY HOME CONSORTIUM ADMINISTRATIVE BOARD

The allocation of HOME funds to specific projects and other necessary and required administrative functions as authorized by HUD shall be undertaken by a Yuma County HOME Consortium Administrative Board (“Board”) which shall be comprised of one representative designated by each unit of general local government.

X. ROLES AND RESPONSIBILITIES OF THE MEMBER JURISDICTIONS

A. **The Units of General Local Government**, as members of the Consortium and Parties to this Agreement, in accordance with HUD directives shall assume the following responsibilities :

1. Agree to cooperate in undertaking or to assist in undertaking housing assistance activities in compliance with the requirements of the HOME Investment Partnership Program and the Consolidated Plan.
2. Designate a qualified, knowledgeable staff person to serve on the Board as representative of each jurisdiction and to participate in the administration of the HOME program.
3. Agree to affirmatively further fair housing in their jurisdictions.

B. **The City of Yuma as the Lead Entity** in accordance with HUD directives shall assume all responsibilities for the Consortium including:

1. Maintain compliance with federal requirements for operation of the HOME program in accordance with the Regulations as set forth in 24 C.F.R. Part 92 and in accordance with the requirements related to the Consolidated Plan as set forth in 24 C.F.R. Part 91.
2. Establishment, maintenance and accounting for the HOME Investment Trust Fund Account.
3. On behalf of the Consortium, apply for HOME program funding and interact as necessary with HUD.
4. In compliance with HUD regulations and requirements, expand the scope of the City of Yuma Consolidated Plan and Analysis of Impediments to Fair Housing/ AFFH to include HOME program funding and the housing needs of the entirety of Yuma County.
5. Upon notification of HOME funding from HUD, schedule a meeting of the Yuma County HOME Consortium Administrative Board to discuss and determine how these funds will be allocated for project costs.
6. Upon agreement by the Board of any new HOME allocation, City of Yuma shall execute sub-recipient agreements on behalf of the Consortium with each UGLG designated to undertake a project and enter into sub-recipient agreements on behalf of the Consortium for projects funded to agencies other than the member UGLG.
7. Communicate with all Board members all important HOME program notices, funding awards, monitoring visits and other important activities.

8. Assume the right and responsibility to monitor all sub-recipients and assure compliance with all HOME requirements during the project implementation and the affordability period.
9. Meet and discuss with the Board any plans to reallocate funds from any sub-recipient for nonperformance or noncompliance prior to reallocating such funds.
10. Ensure HOME-funded projects comply with local codes and standards as well as federal regulations for lead-based paint hazards.
11. Provide technical assistance as needed to ensure Community Housing Development Organization (“CHDO”) funded activities comply with regulations of the HOME program and affirmatively further fair housing opportunities.
12. Ensure environmental reviews consistent with HUD regulations and guidelines are conducted for all HOME-funded projects.
13. Receive ten-percent (10%) of the annual HOME allocation for reasonable costs of overall program management, coordination, monitoring, evaluation and other allowable, necessary expenditures for undertaking the responsibilities outlined herein as Lead Entity for the Yuma County HOME Consortium in accordance with 24 C.F.R. § 92.207 Eligible Administrative and Planning Costs.

C. **The Board** in accordance with HUD directives shall assume on behalf of the Consortium responsibilities including:

1. Develop administrative policies and procedures as needed to conduct the business of the Consortium.
2. Follow in its decision making all HUD-recommended terms and conditions found in HUD published guidance and directive relative to the HOME program and other crosscutting regulations.
3. Through each UGLG representative, ensure that the funding decisions for HOME projects and other decisions of the Board are reported to each jurisdiction’s governing body as required by that governing body.
4. Obtain the necessary matching funds for all of the HOME Program projects as required by the HOME regulations.
5. Establish a funding allocation system and determine the projects to be funded each budget year, ensuring an equitable distribution among the UGLG.
6. Review and underwrite all projects that are considered for HOME funding prior to notification of award and execution of sub-recipient agreement.
7. Ensure HOME program activities are undertaken in accordance with HUD regulations and the priorities of the Consolidated Plan.
8. Exchange copies of documents that are submitted to HUD to meet the requirements of 24 CFR Part 91.
9. Meet periodically 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 Yuma County, review and discuss new HOME regulations and directives as the impact current and future projects and programs.
10. Certify CHDOs for eligibility on an annual basis.
11. Issue Requests for Proposals to CHDOs on an annual basis, or as often as jointly agreed.

XI. PROGRAM INCOME

Program income (“proceeds”) shall be returned to City of Yuma as Lead Agency for reallocation by the Consortium unless authorized in writing that all or a specific portion thereof may be retained by a sub-recipient for eligible projects as allowable by HOME Regulations.

XII. CONFLICT OF INTEREST

This Agreement 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.

XIII. AMERICANS WITH DISABILITY ACT

Parties to the agreement shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101-12213) and all applicable federal regulations under the Act including 28 C.F.R. Parts 35 and 36.

XIV. WORKERS COMPENSATION

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022 each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operation of protocol in place, and said Party shall have the sole responsibility for the payment of Workers Compensation benefits or other fringe benefits of said employees.

XV. RIGHTS AND DUTIES OF PARTIES

This Agreement is intended to govern the rights and duties of the contracting Parties only and is not intended to confer any third party any rights or benefits which would not exist in the absence of this Agreement.

XVI. SEVERABILITY

If any provision of this Agreement, or any application thereof to the Parties or any person or circumstances is held invalid such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

XVII. INDEMNIFICATION

Each Party, as Indemnitor, agrees to indemnify, defend and hold harmless the other Parties, as Indemnitees, 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 Agreement.

XVIII. NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed, to create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties and the Parties' employees. The Parties shall not be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other Parties' obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of the parties to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. 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 Yuma County Recorder. The authorizing resolutions from the governing body of each member unit of general local government that is Party to this Agreement or other evidence acceptable to HUD must be attached saying that the Chief Executive Officer or authorized official has the authority to sign the Agreement.

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

YUMA COUNTY:

CITY OF SAN LUIS:

Chair, Board of Supervisors Date

Mayor Date

ATTEST:

ATTEST:

Clerk of the Board Date

City Clerk Date

REVIEWED BY:

REVIEWED BY:

CITY OF SOMERTON

CITY OF YUMA

Mayor Date

Mayor Date

ATTEST:

ATTEST:

City Clerk Date

City Clerk Date

REVIEWED BY:

REVIEWED BY:

TOWN OF WELLTON

Mayor Date

ATTEST:

City Clerk Date

REVIEWED BY:

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement between Yuma County and the Cities of of San Luis, Somerton and Yuma, and the Town of Wellton creating a Consortium for participation in the HOME Program has been reviewed, pursuant to A.R.S. § 11-952 by the undersigned Attorneys of the participating units of general local government 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.

YUMA COUNTY

CITY OF SAN LUIS

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Attorney Date

City Attorney Date

CITY OF SOMERTON

CITY OF YUMA

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

City Attorney Date

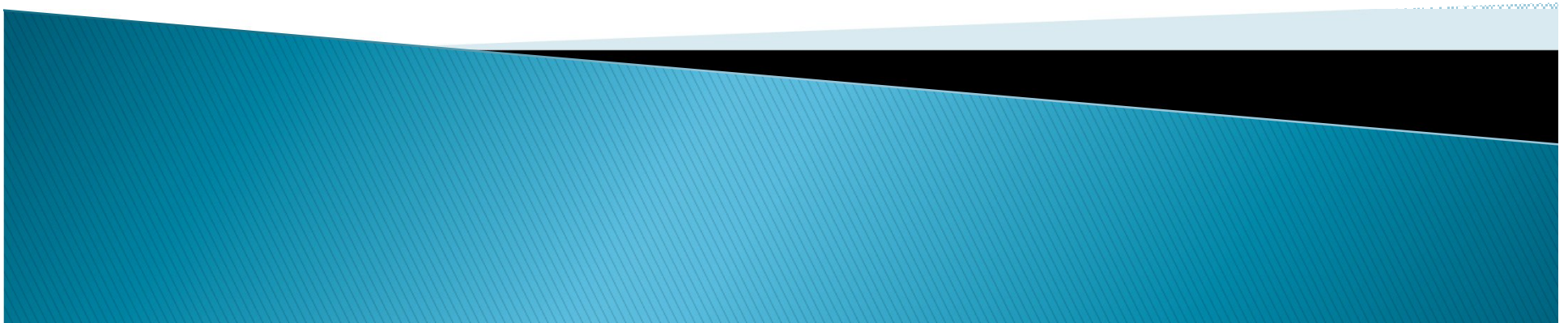
TOWN OF WELLTON

APPROVED AS TO FORM:

Town Attorney Date

HOME Investment Partnership Program

Consortium



History

- ▶ Created by the National Affordable Housing Act of 1990.
- ▶ Objectives:
 - Provide decent affordable housing
 - Expand the capacity of nonprofit housing providers
 - Strengthen state and local government ability
 - Leverage private participation



Eligible Activities

- ▶ New Construction both rental and owner-occupied
- ▶ Rehabilitation/Reconstruction
- ▶ Site Improvements
- ▶ Purchase of vacant land to add a HOME unit
- ▶ TBRA
- ▶ Acquisition



Acquisition

- ▶ Homebuyer
- ▶ Acquisition/rehab/resale
- ▶ Lease-purchase
- ▶ Renter to owner conversion
- ▶ Homebuyer counseling
- ▶ Down payment and closing costs
- ▶ Sales price buy down
- ▶ Various financing options



PJ (Participating Jurisdiction)

- ▶ HUD allocates the funds by formula to PJs
 - States Local Governments Consortia
- ▶ Formula considers age of housing stock, substandard housing stock, families living below poverty, population
- ▶ Consortium – local governments join together, pooling their populations to become a PJ



How local government gets HOME

▶ Non-PJ

- Apply to State to receive funds through the competitive process
- State determines eligible activities

▶ PJ / Consortium

- Receives direct allocation from HUD
- Decides which eligible activities to fund
- Decides how to distribute the funds for use in Jurisdiction



Steps to forming a Consortium

1. Determine eligibility
 - Contiguous units of Local Government (population)
 - Administrative capacity (Lead Entity)
 - Financial, program management and compliance verification (10%)
 - Consolidated Plan to include all of Yuma County
2. Notice of Intent to HUD field office
3. Fully executed consortium agreement
4. Legal opinion from Lead Entity



Steps to forming Consortium

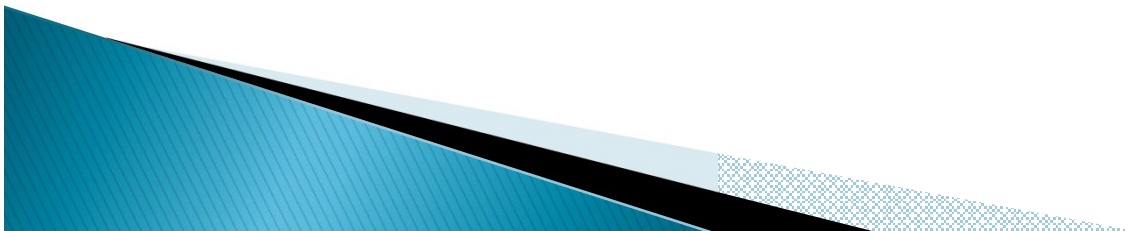
5. State Certification

- *“Prospective consortium must submit a written certification from the state that the consortium will direct its activity to alleviate housing problems within the state”*
- *“Prospective consortium members should consider that the state may not want to support the creation of a new consortia because this results in a decrease of the state’s own allocation”*



Intergovernmental Agreement

- ▶ IGA for a period of 3 years, cannot withdraw from consortium.
- ▶ City of Yuma is the lead entity
- ▶ Create consortium administrative board



Other Considerations

- ▶ CHDO set-aside
 - 15% of allocation must be used by Community Housing Development Organizations (CHDO)
 - Comite De Bienestar
 - Yuma Neighborhood Development Organization
 - Habitat for Humanity
 - Others?
- ▶ Impact on Not-for-Profits
 - ▶ WACOG
 - ▶ Campesinos Sin Fronteras
 - ▶ PEPP
 - ▶ Housing America



Funding Scenarios

- ▶ Allocation of Funds approximately \$500,000

- \$50,000 10% City of Yuma Adm.
- \$75,000 15% CHDO
- \$375,000 HOME funds available

- ▶ Distribution of HOME funds

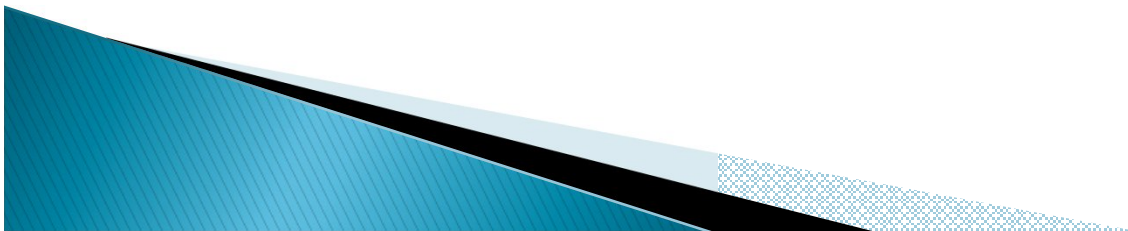
The Yuma County HOME Consortium Administrative Board will use a point-based system to guide funding decisions to ensure equitable distribution of HOME dollars among all Units of Local Government. Prioritization for funding projects will be weighted and consider coverage of all geographical areas. Areas that have not recently received funding will have a higher weighted score. Project readiness, demand and need will also be considered by the Board.

- ▶ **Formula to consider:** population-based formulas, distribution by project readiness, and formulas that reflect the low income population



Advantages of a HOME Consortium

- ▶ Direct allocation
- ▶ Ability to develop multi-year strategies
- ▶ Consistency in approaches to affordable housing throughout the County
- ▶ Consortium sets priorities and eligible activities
- ▶ City of Yuma has capacity, ConPlan, HUD reporting ability



Disadvantages of a HOME Consortium

- ▶ Reliant on Congressional Allocation
- ▶ Diminishes the State allocation
- ▶ Non profits loose 20 points if requested HOME funds directly from the state





AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. B.

Meeting Date: 03/02/2016

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract to temporarily cover the Municipal Court after the retirement of Magistrate Rosendo Morales, Jr. (**Tadeo A. De La Hoya, Interim Manager**)

SUMMARY:

Magistrate Rosendo Morales, Jr. has retired and his last full-day in office was March 1, 2016. Under A.R.S. §22-403(B), Justices of the Peace can serve both as Justices of the Peace and as Municipal Court Magistrates if the City is within their precinct. The City of San Luis is in Justice Court Precinct 2. The Justice of the Peace for Precinct 2 is Juan M. Guerrero. Staff met with Presiding Superior Court Judge for Yuma County, his staff and in-coming Presiding Judge Maria Elena Cruz. In reviewing the various laws, regulations, and ethical opinions regarding temporary appointments of judges the best solution for immediate coverage of San Luis Municipal Court was for the Justice of the Peace to cover it. Although the Superior Court is the supervisory court for all the Courts in the County, the laws controlling the ability of the Court to appoint a Magistrate it turns out are not completely clear about Magistrates. Of particular concern is section 1-305 of the Code of Judicial Administration which seems to require a selection process. The City Code Section 31.01 is clear that Council can appoint the Magistrate. So it ended up best for the City to contract rather than for the Presiding Judge to assign coverage.

Interim City Manager and City Attorney also met with the J.P. Guerrero and were satisfied that the Justice of the Peace would be able to handle the volume of cases for both courts and he is willing to do the coverage. Staff is recommending the attached contract.

Because Magistrate position would be vacant as of the start of the business day on March 2, 2016 and City Council's meeting started at 6:30 p.m. the same day, staff is requesting that Council ratify the contract for the hours of coverage for March 2, 2016 before Council's action.

Going forward, this contract gives the City time to recruit candidates to consider for appointment of Magistrate. The first part of Limited Jurisdiction New Judge Orientation training is scheduled to start on April 11, 2016. It would be ideal to have selected a Magistrate in time for this training in April. However, Under the Code of Judicial Administration §1-302(l)(5) the training must be completed within 12 months of assuming the office of Magistrate. So there would be time if for any reason a candidate is not selected in time for this up-coming training in April.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, ADOPT, AND RATIFY THE CONTRACT FOR MAGISTRATE PENDING PERMANENT APPOINTMENT.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: \$25,000.00

BUDGETED: No

AVAILABLE TO TRANSFER: \$25,000.00

ACCOUNT #/REMAINING BALANCE: \$25,000.00

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

It is anticipated that the fiscal impact will be \$1,336.40 every 2 weeks until the position is filled by City Council's appointment of a Magistrate.

The budget is transferred from salaries to contractual services .

Contractual Services is Account # 100 160 80 000.

Attachments

Temporary Magistrate Contract

Budget Adjustment Form

CITY OF SAN LUIS, ARIZONA

MAGISTRATE CONTRACT

THIS CONTRACT is made and entered into this 2nd day of March, 2016, and is effective the 2nd of March, 2016, by and between the CITY OF SAN LUIS, ARIZONA, a municipal corporation (hereinafter referred to as the “City”), as party of the first part, and Juan M. Guerrero, hereinafter referred to as (“Magistrate”), as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires only to engage the services of Magistrate on a temporary basis, during which time the City expects to actively pursue recruitment of a full-time Magistrate;

WHEREAS, Employee is currently the Yuma County Justice of the Peace Precinct 2, and pursuant to A.R.S. § 22-403(B) is eligible to serve as a Magistrate without forfeiting his office as Justice of the Peace;

WHEREAS, the City Council will provide certain benefits and establish certain conditions of the contract of the Magistrate while he serves in this temporary contract; and

WHEREAS, it is the desire of the City Council to secure and retain the services of Magistrate, while providing a means for terminating Magistrate’s services at such time as Magistrate may be unable to fully discharge Magistrate’s duties or when the City may desire to otherwise terminate Magistrate’s contract in accordance with the law;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

City hereby agrees to contract with Juan M. Guerrero as City Magistrate of the City on a temporary basis to perform the functions and duties specified in the City Code or as required by State Statute or Supreme Court Rule or Regulations. Magistrate shall also train Municipal Court Staff on judicial procedures and recordkeeping or as may be directed by the Presiding Judge of the Superior Court for Yuma County under the independent authority of the Court pursuant to the Arizona Constitution Article 6, Section 3, and the Administrative Office of the Court Administrative Order 96-32.

Section 2. Term

A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Magistrate as provided by law.

B. Nothing in this contract shall prevent, limit or otherwise interfere with the right of Magistrate to resign at any time from this temporary contract as City Magistrate of the City, subject only to the provisions set forth in Section 3 of this Contract.

C. The parties agree that this appointment is a temporary contract, for which no set term is attached, and for which no severance or separation pay shall be paid at the termination of the contract. It is anticipated that Magistrate will serve as the City Magistrate until such time as the City Council makes a full-time appointment.

Section 3. Termination

In the event Magistrate voluntarily terminates this contract with the City, or the City determines to end the temporary contract, the parties agree to give two weeks' notice in advance, or such advance notice as may otherwise be mutually agreed upon. No severance or separation pay shall be paid at the termination of the contract.

Section 4. Compensation

City agrees to pay Magistrate a bi-weekly salary of \$1,336.00 beginning with the pay period ending March 4, 2016 (pro-rated for the first pay period based on a start date of March 2, 2016). Going forward, payment shall be made at the same time and manner as that of city employees.

Section 5. Hours of Work

Magistrate shall work during such hours as are necessary to properly operate and maintain the Magistrate Court.

Section 6. Other Terms and Conditions of Contract

A. City Council shall fix any such other terms and conditions of Magistrate's contract as it may determine from time to time, relating to the performance of Magistrate, provided that such terms and conditions are not inconsistent with or in conflict with provisions of this Contract, the City Code, State Law or Supreme Court Rules or Regulations.

B. This Contract is contingent upon Magistrate's continued acceptability by the Arizona Supreme Court and any other regulatory body which governs magistrate courts in the state of Arizona. In the event Magistrate is unacceptable at any time for any reason(s) by the Arizona Supreme Court, this contract is null and void. Magistrate agrees to advise the Mayor or City Manager immediately should Magistrate receive any judicial conduct complaint or should Magistrate become aware of any other matter that could result in not being able to fulfill his duties as the City Magistrate.

Section 7. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. This Contract becomes effective the 2nd day of March, 2016. If any provisions or any portion thereof contained in this Contract are held to be unconstitutional, invalid or

unenforceable, the remainder of this Contract shall be deemed severable, shall not be affected and shall remain in full force and effect.

Magistrate

CITY OF SAN LUIS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. A.

Meeting Date: 03/02/2016

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. §§38-431.03(A) (3) and 38-431.03(A) (4) for consultation for legal advice with the City Attorney and/or attorneys for the City and to consider instructing the City Attorney regarding any all matters regarding the San Luis Regional Detention Center and related contracts that are subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The City Attorney will update Council on current status of negotiations, litigation, and settlement discussions related to the San Luis Regional Detention Center.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is not attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Fiscal impact is not applicable to this agenda item because under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.
