



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/21/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

U.S. Department of Housing and Urban Development

***Project Title/Description:**

U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program - Homeless Management Information System (HMIS) Supplemental Unsheltered Homelessness Set Aside Grant Funds

***Purpose:**

The Homeless Management Information System (HMIS) is a requirement by U.S. Department of Housing and Urban Development (HUD) for the Continuum of Care (CoC) program for homeless individuals. Pima County is the designated HMIS Lead entity on behalf of the local CoC, the Tucson Pima Collaboration to end Homelessness (TPCH). Client-level data and data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness in Pima County is collected and maintained for reporting on community homelessness to HUD.

This is a three year supplemental award for the purpose of providing additional funding support associated with addressing street homeless and at-risk populations in the county.

Indirect cost: 10% de minimis.

Attachments: AZ0241H9T012200 HMIS Scope of Work and Resolution for the Approval of HUD CoC 2023-2026 Renewal Grant Agreement

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

The collection of data and report preparation as required by HUD for the CoC Program.

***Public Benefit:**

The benefit of the program is it supports the community by receiving federal funding for homeless assistance.

***Metrics Available to Measure Performance:**

HUD required reports submitted accurately and in a timely manner.

***Retroactive:**

Yes, on September 29, 2023 HUD sent the CoC AZ0241H9T012200 HMIS Supplemental Unsheltered Homelessness Set Aside Award grant agreement. A draft resolution was reviewed internally by Grants Management & Innovation on October 20 and signed by Pima County Attorney's Office on October 23. If the agreement is not approved, Pima County would not receive funds for homeless individuals and families.

*6MIS approved
(M) 11/3/23*

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: Department Code: Contract Number (i.e., 15-123):
Commencement 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: 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: GTAW Department Code: CR Grant Number (i.e., 15-123): 24-064

Commencement Date: 10/01/2023 Termination Date: 09/30/2026 Amendment Number:

Match Amount: \$ 58,519.50 Revenue Amount: \$ 234,078.00

*All Funding Source(s) required: U.S. Department of Housing and Urban Development

*Match funding from General Fund? Yes No If Yes \$ 58,519.50 % 25

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source: Community & Workforce Development General Funds

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Directly from U.S. Department of Housing and Urban Development

Contact: Rise Hart

Department: Community & Workforce Development

Telephone: 724-5723

Department Director Signature: [Signature]

Date: 10-30-23

Deputy County Administrator Signature: [Signature]

Date: 3 Nov 2023

County Administrator Signature: [Signature]

Date: 11/3/2023

Grant Number (FAIN): AZ0241H9T012200
Recipient's Name: Pima County, Arizona
Tax ID No.: 86-6000543
Unique Entity Identifier: EB6GYJJCZD48
Federal Award Date: 9/25/2023

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT FOR UNSHELTERED HOMELESSNESS SET ASIDE

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Pima County (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. Section 231 of the Department of Housing and Urban Development Appropriations Act, 2020 (42 U.S.C. 11364a; Public Law 116-94, approved December 20, 2019);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness Notice of Funding Opportunity (“Special NOFO”), published on October 20, 2022; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any Application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this Agreement is \$234,078 allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
AZ0241H9T012200	36 months	10/01/2023 – 9/30/2026	10/01/2023 – 9/30/2026	\$234,078
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				\$ _____
b. Leasing				\$ _____
c. Rental assistance				\$ _____
d. Supportive services				\$ _____
e. Operating costs				\$ _____
f. Homeless Management Information System				\$234,078
g. Administrative costs				\$ _____
h. Relocation costs				\$ _____

As provided in 24 CFR 578.105(b)(1), a shift of more than 10 percent from one approved eligible activity to another (i.e. from the amounts in one of the identified budget line items to another) is a change that requires prior HUD approval as evidenced by an amendment to this Agreement.

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

Any Permanent Housing (PH), Joint Transitional Housing (Joint TH) and Permanent Housing Rapid Re-Housing (PH-RRH) component project, and Supportive Service Only projects (SSO) funded under this Agreement must follow a Housing First Approach as required by the Special NOFO.

Projects funded under this Agreement must be consistent with the CoC’s Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs (“the Plan”)

that was developed in response to the Special NOFO. The Recipient represents that the project(s) funded by this Agreement are consistent with the Plan. Operating a project in a manner that is inconsistent with the Plan constitutes a material breach of this Agreement, for which HUD may declare Recipient in default of the Agreement and seek remedies available pursuant to 24 CFR 578.107.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: Alice Walkup Digitally signed by ALICE WALKUP
DN: CN = ALICE WALKUP, C = US, O = U.S. Government,
OU = Department of Housing and Urban Development,
Office of Community Planning and Development
Date: 2023.09.25 22:14:46 -0700
(Signature)

Alice Walkup, CPD Director
(Typed Name and Title)

9/25/2023
(Date)

RECIPIENT

Pima County
(Name of Organization)

BY: _____
(Signature of Authorized Official)

Adelita Grijalva, Chair Pima County Board of Supervisor
(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<u>Pima County</u>	10%	<u>Using Modified Total</u>
_____	%	<u>Direct Costs as the base</u>
_____	%	_____
_____	%	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

RESOLUTION 2023 - _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA AUTHORIZING THE APPROVAL OF THE CONTINUUM OF CARE “SCOPE OF WORK FOR FISCAL YEAR 2023 RENEWAL GRANT AGREEMENT” FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”)

The Board of Supervisors of Pima County, Arizona finds:

1. Pima County (“County”), through its Department of Community & Workforce Development (“CWD”), administers several federal and local grant programs to benefit people experiencing homelessness in Pima County.
2. The Tucson Pima Collaboration to End Homelessness (“TPCH”) is the HUD-mandated, community-based coalition Continuum of Care (“CoC”) tasked with developing strategies to end homelessness in Pima County.
3. County is the lead agency administering the Homeless Management Information System (“HMIS”) on behalf of the CoC.
4. The CoC has determined that it is the best interests of the homeless community and service providers for County to continue to act as the lead agency for the HMIS system.
5. As lead agency, County annually renews the HMIS grant funding for CoC activities through HUD’s competitive Continuum of Care Notice of Funding Availability process.
6. On September 19, 2022, Pima County submitted an application to the U.S. Department of Housing and Urban Development (“HUD”) for Continuum of Care (“CoC”) funds for fiscal 2023-2026 to assist homeless families.
7. On March 28, 2023, HUD issued a “Fiscal Year (FY) 2022 Continuum of Care (CoC) Program Non-Competitive Funding Notice” for fiscal years FY 2023-2026, to non-competitively renew for one 36-month period certain existing CoC program-funded projects.
8. On August 25, 2023, HUD issued the “CONTINUUM OF CARE SCOPE OF WORK” awarding County, as Grantee, \$234,078 under Federal Grant No. **AZ0241H9T012200** for FY 2023-2026.
9. In order to receive the FY 2023-2026 HMIS Supplemental Unsheltered Grant Funds on behalf of the CoC, County must execute the “CONTINUUM OF CARE SCOPE OF WORK” attached to this Resolution as **Exhibit A**. This is the only document that HUD will issue related to the provision of these HMIS Supplemental Unsheltered Homelessness Set Aside grant funds.
10. It is in the best interests of the residents of Pima County, to accept the FY 2023-2026 HMIS Supplemental Unsheltered Homelessness Set Aside renewal grant funds being provided under Federal Grant No. **AZ0241H9T012200**.

NOW, THEREFORE, BE IT RESOLVED:

- A.** The Chair of the Pima County Board of Supervisors is authorized to sign the “CONTINUUM OF CARE SCOPE OF WORK” (Federal Grant No. **AZ0241H9T012200**) accepting the FY 2023-2026 renewal grant funds for the HMIS Supplemental Unsheltered Homelessness Set Aside operations (“the CoC Renewal Grant”).
- B.** The Director of CWD or his designee is authorized and directed to, on behalf of the Pima County Board of Supervisors, electronically enter acceptance of the CoC Renewal Grant as directed by HUD.

- C. The Chair is authorized to execute, as necessary, all applicable federal documents associated with the CoC Renewal Grant, including but not limited to, required HUD budget forms and descriptive grant narratives.
- D. The Director of CWD or his designee is authorized and directed, on behalf of the Pima County Board of Supervisors, to submit any such documents to HUD, including completing any electronic approvals and submissions required by HUD.


Passed and adopted, this _____ day of _____, 2023.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney