

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

🕻 Award 🦿 Contract 🧯 Grant

Requested Board Meeting Date: March 18, 2025

\* = Mandatory, information must be provided

or Procurement Director Award:

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

City of Tucson

#### \*Project Title/Description:

U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program – Supportive Services – Coordinated Entry Project

#### \*Purpose:

Coordinated Entry is a City of Tucson project funded through the HUD Continuum of Care (CoC) grant program. The program aims to decrease the number of individuals experiencing homelessness in Pima County and City of Tucson. The funds will support navigation and outreach services to connect people at risk or experiencing homelessness with housing resources, agencies, and other services, helping address their immediate housing needs and promote long-term housing stability.

Indirect cost: 15% de minimis as required by the funder.

#### \*Procurement Method:

The subrecipient agreement did not require the review or signature of the Pima County Attorney's Office.

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

The goal is to expand supportive service opportunities across Pima County and the City of Tucson for individuals experiencing or at risk of homelessness.

#### \*Public Benefit:

This program helps reduce the number of individuals experiencing homelessness in Pima County.

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

County will submit quarterly reports and performance measures to the City.

#### \*Retroactive:

Yes, to October 1, 2024. The City of Tucson provided the agreement to Pima County on January 27, 2025, and requested that it be signed immediately by the Community & Workforce Development (CWD) department and that billing be submitted by February 7, 2025. Upon review, CWD noted that the agreement would ordinarily require Grants Management & Innovation (GMI) signature and requested guidance from GMI on how to proceed. GMI advised that the agreement should be signed by CWD and then placed on a Board of Supervisors agenda for ratification. Accordingly, it is now being brought back to the Board of Supervisors for ratification.



Contract / Award Information       Department Code:Contract Number (i.e., 15-123):Contract Number (synergen/CMS):         Commencement Date:Termination Date:Prior Contract Number (Synergen/CMS):       Revenue Amount: S		) BELOW MUST BE COMPLETED idicate "N/A". Make sure to complete mandatory (*) fields
Document Type:       Department Code:       Contract Number (i.e., 15-123);         Commencement Date:       Termination Date:       Prior Contract Number (i.e., 15-123);         Expense Amount S       Revenue Amount: S         Funding from General Fund?       Yes       No         If Yes, is the Contract to a wondor or subrecipient?       %		
Expense Amount \$		Contract Number (i.e., 15-123):
*Funding Source(s) required:	Commencement Date: Termination Date:	Prior Contract Number (Synergen/CMS):
Funding from General Fund?       Yes       No       If Yes 5       %         Contract is fully or partially funded with Federal Funds?       Yes       No       If Yes, is the Contract to a vendor or subrecipient?         Were insurance or indemnty clauses modified?       Yes       No       If Yes, is the Contract to a vendor or subrecipient?         Were of is using a Social Security Number?       Yes       No       If Yes, attach fields 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):         Commencement Date:	Expense Amount \$*	Revenue Amount: \$
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C Expense C Revenue C Increase C Decrease   Is there revenue included? Yes No If Yes \$	Commencement Date:	New Termination Date:
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Funding from General Fund?       Yes       No       If Yes       %	Is there revenue included? CYes CNo If Yes \$	
Grant/Amendment Information   (for grants acceptance and awards)   Document Type:   Grant/Amendment Information   (for grants acceptance and awards)   Document Type:   Grant   Department Code:   CWD   Grant Number (i.e., 15-123):   70939   Commencement Date:   10/01/2024   Termination Date:   09/30/2025   Amendment Number:   Image:   Match Amount:   \$		
Orant/Antendment information (for grants acceptance and awards)         Document Type: Grant       Department Code: CWD       Grant Number (i.e., 15-123): 70939         Commencement Date: 10/01/2024       Termination Date: 09/30/2025       Amendment Number:	Funding from General Fund?	er en la constant de la
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Match Amount: \$       Revenue Amount: \$ 44,100.00         *All FundingSource(s) required: United States Housing & Urban Development and City of Tucson         *Match funding from General Fund?       Yes         Yes       No       If Yes \$	Document Type: Grant Department Code: CWD	Grant Number (i.e., 15-123): <u>70939</u>
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Passed through City of Tucson         Contact: Rise Hart         Department: CWD         Department Director Signature:         Date:         2/2.5/2.02.5         Date:         3/3/2025		%
Department: <u>CWD</u> Department Director Signature: Deputy County Administrator Signature: Deputy C		Federal government or passed through other organization(s)?
Department Director Signature:Date: 2/25/2025 Deputy County Administrator Signature:Date:		T. L. J
Deputy County Administrator Signature:	Department: $\underline{CWD}$	
	epartment Director Signature:	Date: 2/25/2025
County Administrator Signature: Date: Date	eputy County Administrator Signature:	Date: 3/3/2025
	ounty Administrator Signature:	Date: 337005

#### CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT SUBRECIPIENT AGREEMENT

This Subrecipient Agreement is made and entered into by and between

#### CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

a municipal corporation of the State of Arizona, hereinafter referred to as the "City"

and

#### **Pima County CWD** an Arizona non-profit corporation, hereinafter referred to as the "Agency"

FUNDING PROGRAM	Continuum of Care Program
FUNDING SOURCE	U.S. Department of Housing and Urban Development
ASSISTANCE LISTING NUMBER	14.267
PROJECT NAME	FY 2023 Tucson/Pima Coordinated Entry (SSO- CE) - Pima County CWD
AGENCY SAM UNIQUE ENTITY ID	WHN2YANV9W95
FEDERAL AWARD ID NUMBER	AZ0210L9T012304
CITY CONTRACT NUMBER	19598
PERFORMANCE/BUDGET PERIOD START DATE	10/1/2024
PERFORMANCE/BUDGET PERIOD END DATE	9/30/2025

<u>WHEREAS</u>, the City was awarded US Department of Housing and Urban Development Fiscal Year 2022 Continuum of Care Program funds for the above referenced project in the amount of 598104; and

<u>WHEREAS</u>, the City entered into a Grant Agreement with the aforementioned Federal Award Identification Number with the U.S. Department of Housing and Urban Development to administer Continuum of Care Program funds; and

<u>WHEREAS</u>, the City has determined that the activities and proposed costs of Agency meet Continuum of Care Program eligibility requirements as defined in 24 CFR 578; and

<u>WHEREAS</u>, it has been determined that the activities of the Agency are in the public interest, and are such as to improve and promote the public welfare of the City; and

<u>WHEREAS</u>, the Mayor and Council have determined that to financially participate in the promotion of the activities of the Agency is a public purpose in that the activities confer benefits of a general character to a significant part of the public;

<u>WHEREAS</u>, the Agency has not been disbarred or suspended from administering Federal funds; and

<u>NOW THEREFORE</u>, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

**<u>SCOPE OF SERVICES</u>**: The Agency shall provide the services and activities described in Exhibit A, Scope of Services.

**<u>RESEARCH AND DEVELOPMENT</u>**: This subaward does not include costs for research and development.

**INDIRECT COSTS:** Pursuant to 24 CFR 578.63, indirect costs may be reimbursed up to the amount authorized in the approved project budget. Indirect costs may be charged at the rate approved in the Agency's Federally Negotiated Indirect Cost Rate Agreement or, if the Agency does not have a Federally Negotiated Indirect Cost Rate Agreement and is eligible to use the de minimis rate, at the de minimis indirect cost rate of 10% of modified total direct costs as defined in 2 CFR 200.68 provided that such indirect cost recovery is accounted for in the Indirect Cost Affidavit provided as an attachment to this Exhibit and supported by a current and duly executed federally negotiated indirect cost rate agreement (agreement not recovered for de minimis rate recovery).

**<u>GRANT ACKNOWLEDGMENT</u>**: Agency shall acknowledge the City's financial support of the Agency's services as provided through this agreement and shall include the City's logo on materials that market, announce or describe the programs and services that are supported by the City's financial participation.

**EXPENDITURE DEADLINES:** Agency shall submit eligible invoices demonstrating expenditure of 50% of awarded funds within the second quarter of the performance period, 75% of awarded funds within the third quarter of the performance period, and 100% of awarded funds by the end of the performance period. Failure to meet expenditure thresholds as established here may result in the recapture of unexpended funds by the City of Tucson at its sole discretion.

- <u>50% Expenditure Deadline:</u> 50% of awarded funds must be expended by 3/31/2024 to prevent recapture of funds.
- <u>75% Expenditure Deadline:</u> 75% of awarded funds must be expended by 6/30/2024 to prevent recapture of funds.
- <u>100% Expenditure Deadline:</u> 100% of awarded funds must be expended by 9/30/2024 to prevent funding reduction in subsequent year renewal.

**AGREEMENT DOCUMENTS:** The following list constitutes the Contract Documents incorporated as a part of this Agreement:

Subrecipient Agreement General Terms and Conditions Exhibit A – Scope of Services Exhibit B – Indirect Cost Recovery Affidavit and Rate Agreement Exhibit C – Project Budget Exhibit D – Payment Request Form Exhibit E – EEOC Form Exhibit F – HUD Income Limits Exhibit G – Quarterly Performance Report **INCORPORATED BY REFERENCE:** The following constitutes subaward requirements which apply to this subaward, including cross-cutting requirements incorporated therein, and are incorporated by reference as currently published and/or amended during the project period:

CoC Program Rule (24 CFR 578): Available at https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-578.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award: Available at https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl

Tucson Pima Collaboration to End Homelessness Written Standards: *Available at https://tpch.net/about/tpch-governing-documents/.* 

Tucson Pima Collaboration to End Homelessness CoC Program Performance Standards: *Available at https://tpch.net/about/tpch-governing-documents/.* 

Tucson Pima Collaboration to End Homelessness HMIS Policies and Procedures: *Available at https://tpch.net/about/tpch-governing-documents/.* 

Tucson Pima Collaboration to End Homelessness Coordinated Entry Policies and Procedures: *Available at https://tpch.net/about/tpch-governing-documents/.* 

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

#### City of Tucson

E-SIGNED by Ann Chanecka on 2025-01-27 18:22:26 GMT

Reviewed and Approved by Ann Chanecka, Housing and Community Development Department Director, for the City of Tucson, and not Personally

Date: January 27, 2025

E-SIGNED by Jennifer Bonham on 2025-01-27 19:00:16 GMT

Approved as to form – City Attorney's Office and not Personally

January 27, 2025 Date:

Countersigned for the City Clerk and not Personally

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

#### <u>Agency</u>

E-SIGNED by Andrew Flagg on 2025-02-05 16:22:47 GMT

Executed by Authorized Signatory and not Personally

Andrew Flagg Deputy Director

Name and Title (typed/printed) and not Personally

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

Revised 6/27/23

## **GENERAL CONDITIONS**

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- 7. <u>Monitoring</u>
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- 15. Termination
- 16. Offsetting Claim
- 17. Integrated Document
- 18. Amendments
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- 1. SCOPE OF SERVICES: Agency will provide the services (the "Services") described in Exhibit A, Scope of Work. Agency will perform the Services in a manner reasonably satisfactory to City and in accordance with the terms and conditions of this Agreement and applicable Federal, State, and local laws and regulations.

## 2. ACTIVITIES FUNDED:

- **2.1. Amount**. City will reimburse Agency for its Allowable Costs incurred in providing the Services up to the "**Award Amount**" as defined in this Agreement in accordance with the budget in Exhibit C (the "**Budget**").
- **2.2.** Allowable Costs. "Allowable Costs" means the actual costs incurred by Agency in providing the Services, as detailed in the Budget.
- **3. BUDGET**: Agency may not deviate from the approved Budget.
  - 3.1. **Budget Adjustment Requests**. To request a Budget adjustment, Agency must submit a written request with an explanation of why the change is necessary and how the Services and the metrics and outcomes in the Scope of Work will continue to be provided. The change must be for future expenditures; it may not cover unbudgeted expenditures made prior to the approval of the change.
  - 3.2. **Approvals Necessary**. Changes between Budget line items of up to 15% may be made by Agency with the prior written consent of the director of City's Housing and Community Development Department. Any change that increases or decreases the Award Amount or that materially changes the Scope of Work must be implemented through a formal contract amendment.
- 4. **INVOICES**: Agency will submit to City a monthly invoice for reimbursement of Allowable Costs ("**Reimbursement Request**"), including a summary report of expenditures by Budget line item, in a form provided by or approved by City.
  - 4.1. **Expenditure Detail**. Agency must attach a detailed itemized list of expenditures, along with supporting documentation, to each Reimbursement Request.
  - 4.2. **Personnel Costs**. For personnel costs, Agency must provide time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of the employee's work, specifying the days, hours per day, and total hours worked providing the Services, as well as accounting system reports showing the employee's rate of pay and cost of employer-paid benefits.

- 4.3. **Timing**. Each Reimbursement Request must be submitted to City by the 20<sup>th</sup> calendar day of the month following the month in which the expenditures were made. In the event that the 20<sup>th</sup> calendar day falls on a weekend or City holiday, Agency will submit the reimbursement request on or before the next business day. The final Reimbursement Request must be submitted by the 20<sup>th</sup> day of the month following the end of the performance period.
- 4.4. **Unexpended Funds**. Agency will monitor its monthly expenditures to ensure that the entire Award Amount is expended in a timely manner. If the Allowable Costs incurred are less than set forth in the Budget, Agency must provide a letter stating why there were funds left at the end of the grant year.
- 4.5. **Payment and Set-Off**. City will pay Agency its Allowable Costs within 30 days after it approves a Reimbursement Request. City may withhold from any payment amounts to compensate City for any damages sustained by City as a result of any default by Agency under this Agreement.
- 4.6. **Refunds**. If City determines that payments it has made under this Agreement exceeded actual Allowable Costs for satisfactorily completed Services, Agency will promptly refund the excess amount to City.

## 5. RECORDS:

- 5.1. **Records Required**. Agency will maintain thorough records of all transactions and activities funded under this Agreement.
- 5.2. **Retention Period**. Agency will retain those records, at a minimum, until the date that is five years after this Agreement expires or is terminated.
- 5.3. **Record Inspections**. Agency will give City access to and the right to examine and copy all records, books, papers, or documents relating to or arising from all Agency operations funded in whole or in part under this Agreement, during the term of this Agreement and during the retention period set forth above.
- 6. **REPORTS**: Agency will submit to City on a monthly, quarterly and/or annual basis, written reports regarding the activities funded in whole or in part under this Agreement. If the format, content, and timing of reports is not set forth in Exhibit A or elsewhere in this Agreement, City will separately specify the reports that Agency must supply.

### 7. MONITORING:

- 7.1. **Cooperation**. City will monitor Agency's performance under this Agreement to ensure compliance with applicable federal, state, and local requirements and achievement of program performance goals. Agency will fully cooperate with City with respect to these monitoring efforts.
- 7.2. **Suspension**. City may suspend Agency's performance of Services and payments under this Agreement with written notice to Agency in order to investigate Agency's activities and compliance with this Agreement. Agency will cooperate fully with the investigation. City will notify Agency in writing at the conclusion of the investigation whether work under this Agreement can be resumed or the Agreement is being terminated under Section 15 below.
- 8. **INFORMATION**: Subject to any applicable rules and regulations regarding confidentiality, City has unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, materials or other information prepared by Agency or any contractor or subrecipient of Agency under or in conjunction with this Agreement.

- **9. AUDIT and OMB 2 CFR 200**: At Request of City. Agency, at the request of City, will retain at its own expense an independent accounting firm to conduct a program-specific or financial audit, in compliance with guidelines for financial and compliance audits of federally assisted programs as contained within OMB 2 CFR 200, and will provide the resulting audit report, along with Agency's response to any audit findings, to City. City will specify, in its request, the type of audit and the deadline for submitting the audit report to City.
- **10. INDEPENDENT CONTRACTOR**: Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- **11. INDEMNIFICATION**: To the fullest extent permitted by law, Agency, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Agency or any employee, officer, agent or subcontractor of Agency or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Agreement. Agency is responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Agency agrees to waive all rights of subrogation against City, its agents, officials, employees, and volunteers for losses arising from the work performed by Agency under this Agreement.

### 12. INSURANCE:

- 12.1. **Required Insurance Policies**. Agency will obtain and maintain during the entire term of this Agreement and for 2 years after the term of this Agreement ends, the insurance coverage set forth below from insurers that have an "A.M. Best" rating of not less than A-VII.
- 12.2. Additional Insured. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of the performance of this Agreement. City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Agreement. The coverage must be primary, and any insurance carried by City is excess and not contributing.
- 12.3. Additional Requirements. Each insurance policy required by this Agreement must include or be endorsed to provide the following:
  - 12.3.1. A waiver of subrogation endorsement in favor of City, for losses arising from work performed by or on behalf of Agency (Including Worker's Compensation).
  - 12.3.2. The policy is primary, and any insurance carried by City is excess and not contributing.
  - 12.3.3. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Agreement.
  - 12.3.4. The insurer will provide written notice to City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

### 12.4. Verification of Coverage.

- 12.4.1. Agency will give City certificates of insurance (ACORD form or equivalent approved by City), signed by an authorized representative of the insurer, showing that Agency has all the insurance required by this Agreement.
- 12.4.2. Agency must deliver the certificates directly to the Procurement Division of City's Business Services Department before Agency commences work under this Agreement.
- 12.4.3. The certificates must contain City project/contract number and project description.
- 12.4.4. City reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 12.5. **Subcontractors**. Agency's insurance certificate(s) must include all subcontractors as insureds under its policies or Agency must give City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.
- 12.6. **Public Entities**. If Agency or any subcontractor is a public entity that self-insures as permitted by law, then the insurance requirements in this Section 12 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.
- 12.7. **Sufficiency of Coverage**. City in no way warrants that the required minimum insurer rating in this Agreement is sufficient to protect Agency from potential insurer insolvency, nor that the required liability limits are sufficient to protect Agency.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*1	

COVERAGE	LIMITS OF LIABILITY
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
IV. Pollution - Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
V. Employee Dishonesty	
Fidelity Bonding, Employee Dishonesty, Faithful Performance, or applicable crime insurance policy	\$1,000,000
VI. Builders Risk (Applies to Construction/Rehabilitation Projects Only)	
Builder's "All Risk" Property Insurance	Not Applicable
Coverage to include personal property of others in the care, custody, and control of the Agency. Coverage should be written for 100% of the completed value.	
For additions or repairs of existing building structures, coverage to include Agency's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a". Coverage to Name the City of Tucson as a Loss Payee	
VII. Employment Practice Liability insurance including third party Liabilit	y
Each Claim	\$1,000,000
VIII. Network Security (Cyber) and Privacy Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000
Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data	

COVERAGE	LIMITS OF LIABILITY
restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.	
In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Agency warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.	

- **13. INCORPORATED BY REFERENCE**: Agency shall administer this Agreement in compliance with all applicable federal, State of Arizona, local and City of Tucson laws, ordinances, and regulations, including but not limited to the federal regulations listed within the exhibits to this agreement.
- 14. **REDUCTION IN ADMINISTRATIVE COMPENSATION**: In the event that the U.S Department of Housing and Urban Development should, for any reason, reduce or eliminate the City's funding under this Agreement, the City reserves the right to renegotiate the amount of compensation due the Agency for the Activities Funded and Scope of Services due from the Agency as provided herein, or to terminate this Agreement for cause pursuant to the paragraph entitled "Termination for Cause" herein below, in the event no amending agreement can be reached between the parties within sixty (60) days after notice of such change in anticipated funding.

### 15. TERMINATION:

### 15.1. For Cause.

- 15.1.1. City may terminate this Agreement for cause if Agency fails to fulfill in a timely and satisfactory manner any of its obligations under this Agreement or violates any provision of this Agreement and fails to cure the default within 7 days after receipt of written notice from the City describing the default.
- 15.1.2. If City terminates this Agreement for cause, City will provide Agency with a written invoice for any sums paid by City for any Services that were not performed by Agency in a timely and satisfactory manner. Agency will pay the invoice within 10 days of receipt. Any sum not paid in a timely manner will accrue interest at the rate of 10% per annum from the date due until paid and Agency will also be responsible for the cost of any collection efforts by the City, including attorney fees and costs.

### 15.2. For Convenience:

- 15.2.1. City may terminate this Agreement at any time by sending Agency a written termination notice stating the effective date of the termination, which cannot be earlier than 30 days after the date of the notice.
- 15.2.2. Agency may appeal a termination without cause by requesting reconsideration by the Mayor and Council. The request must be in writing, must explain the basis for the appeal, and must be filed with the City Clerk and the Housing and Community Development Department Director no later than 30 days after Agency receives the termination notice.

The appeal hearing will be scheduled as soon as reasonably possible and City will inform Agency in writing of the date and time of the hearing, at which Agency may supplement its written appeal. Termination will be suspended until the effective date of the Mayor and Council ruling on Agency's appeal.

- 15.3. **Conflict of Interest**. This Agreement is subject to termination for a conflict of interest under A.R.S. § 38-511, which is incorporated into this Agreement.
- 15.4. **Non-appropriation**: This Agreement may be terminated if, for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining City's obligations under this Agreement.
- 15.5. **Payment for Services**. In the event that this Agreement is terminated, City will have no further obligation to Agency other than payment for Services satisfactorily completed prior to the effective date of the termination.
- **16. OFFSETTING CLAIM**: Notwithstanding any provision appearing to the contrary, the Agency shall not be relieved of liability to the City of damages sustained by the City by virtue of any breach of this Agreement by the Agency, its officers, agents, managers, or employees. The City may withhold payment of compensation to the Agency for the purpose of an offsetting claim, until such time as the full amount of damage incurred by the City which is then due from the Agency is determined and paid. Such damages may include the U.S. Department of Housing and Urban Development disqualification of Activities Funded because of the Agency's failure to properly administer audit or report activities, services and/or expenditures.
- 17. INTEGRATED DOCUMENT: This Agreement and the exhibits attached and referenced herein embody the entire Agreement between City and Agency with respect to the Services. No verbal agreements or conversation with any officer, agent, or employee of City prior to or after the execution of this Agreement will be deemed to affect or modify any of the terms or obligations contained in any documents comprising this Agreement.
- **18. AMENDMENTS**: This Agreement may be amended only by a written agreement of the signed by duly authorized officers of each party.
- **19. SEVERABILITY:** The provisions of this Agreement are severable. If any provision or application of a provision of this Agreement is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.
- **20. ASSIGNMENT**: Agency may not assign any of its rights or obligations under this Agreement without the prior written consent of City.
- **21. GOVERNING LAW AND VENUE**. This Agreement is governed by the laws of the State of Arizona. Any lawsuits regarding this Agreement must be brought in a court of competent jurisdiction in Pima County, Arizona.
- 22. NONDISCRIMINATION: Agency, in its employment policies and practices, in its public accommodations, and in its provision of Services, will comply with all relevant and applicable, federal, state, and local laws, regulations and standards relating to non-discrimination including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, Arizona Executive Order 2009-09, and the Human Relations provisions of the Tucson Code.

23. PROHIBITION AGAINST HATE SPEECH: As part of the City's annual discretionary funding of community special events, the City will not provide monies, or provide in-kind services, to community special event operators that include as part of their event activities the display of flags, such as the Confederate Flag, or other symbols that express or support racism or discrimination based on race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status; and as part of any agreements that the City enters into with providers for human services, the agreements shall include provisions that prohibit the provider from engaging in discrimination based on race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and /or marital status.

### 24. CLIENT RIGHTS, SAFEGUARDING CLIENT INFORMATION:

- 24.1. **Grievances**. Agency will establish a system through which applicants for and recipients of Services ("**Clients**") may present grievances about the Services or the project of which the Services are a part. Agency will advise recipients of this right. Client will provide to City, within thirty (30) days following the filing of such a grievance, a copy of the grievance and an explanation of how the Agency responded to it.
- 24.2. Client Information. Agency will not use any information concerning a Client that is obtained by Agency in the performance of its obligations under this Agreement for any purpose other than carrying out this Agreement. Agency will not release any such information to any person or entity other than City without the City's express written consent. Agency will forward all requests for such information to City for appropriate action. Agency will return all such information to City at the expiration of this Agreement.

#### 25. PROCUREMENT OF RECOVERED MATERIALS:

- 25.1. **Solid Waste Disposal**. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, The Agency shall procure items designated In guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Agency shall procure items designated In the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Agency determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- 25.2. **Items Purchased**. Paragraph 25.1 of this clause shall apply to items purchased under this contract where: (1) the Agency purchases in excess of \$10,000 of the item under this contract, or (2) during the preceding Federal fiscal year, the Agency (i) purchased any amount of the Items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.
- **26. PROTECTION OF PERSONS AND PROPERTY, OSHA**: Project facilities and locations of service delivery shall be maintained in an acceptable condition for the comfort, convenience, and safety of employees and Project participants.

The Agency shall take all precautions necessary for the safety of employees and the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on or about the Project premises.

The Agency shall comply with all of the safety requirements of the federal Occupational Safety and

Hazards Act (OSHA) as set forth by the Federal Government and as implemented by the State of Arizona. The Agency shall be solely responsible for all fines or other penalties provided for by law for any violation of the Occupational Safety and Hazards Act. The Agency shall, furthermore, require all Subcontractors to comply with this Agreement in general and particularly and specifically with this Article

### CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT CONTINUUM OF CARE PROGRAM SUBRECIPIENT AGREEMENT Supportive Services Only-Coordinated Entry EXHIBIT A – SCOPE OF SERVICES

City Contract Number:	19598
Agency Name:	Pima County
Project Name:	SSO-CE

The project shall provide CoC eligible services as described in the City of Tucson's project application and excerpted in the scope of services that follows. All CoC-funded programs are required to comply with CoC program regulations and requirements, as well as Tucson Pima Collaboration to End Homelessness (TPCH) Written Standards, Homeless Management Information System Policies and Procedures, and Coordinated Entry Policies and Procedures.

#### **PROJECT ACTIVITIES**

The agency shall administer CoC-eligible services as described below. Any change in services from that described in the project application shall require an amendment to this Agreement unless explicitly defined in this section. Specific activities funded through this Agreement include:

- 40 hours of navigation services weekly for each navigator conducted by the organization for participants that have been matched with housing programs throughout the community and either are on the Attempt to Locate List or have been in housing search for over 30 days. For the purposes of this grant, navigation services consist of:
  - Participating in system-wide coordination via regular meetings, coalitions, and case conferencing,
  - Supporting the creation of a system-wide navigation infrastructure in collaboration with other community navigators and outreach workers
  - Transporting clients to and from various community services (such as warrant resolution court or to obtain personal documentation),
  - o Identifying shelter placements prior to move-in,
  - Submitting applications for rental units,
  - Viewing rental units,
  - Conducting inspections on units for move-in,
  - Transporting clients to their providers, and
  - o other services that assist clients to rapidly move into housing within 30 days.
- At least 75% of participants will have immediate housing needs addressed through moving into their established housing unit through navigation services within 30 days of their date of referral.
- At least 80% of participants that have been matched with housing opportunities will receive support in obtaining the services needed for housing (i.e. obtaining documents), including referral to mainstream benefits and social services for which they are eligible.

#### HOMELESS MANAGEMENT INFORMATION SYSTEM PARTICIPATION

⊠The Agency is required to use the Homeless Management Information System (HMIS) in conformity with the HMIS Policies and Procedures adopted by the Continuum of Care (TPCH).

□ The Agency is a victim services provider and is authorized to use a comparable database provided that the comparable database has been approved by the HMIS Lead Agency (Pima County Community and Workforce Development Department).

#### COORDINATED ENTRY PARTICIPATION

If the program provides housing assistance, the program may only accept referrals from the TPCH Coordinated Entry System and may not enter any persons into the program who are not referred by the Coordinated Entry System. The cost of services provided to persons not referred through Coordinated Entry shall not be reimbursable.

If the program provides emergency shelter or street outreach services, project staff must be complete Coordinated Entry assessor training through the Tucson Pima Collaboration to End Homelessness and are required to conduct Coordinated Entry assessment for program participants.

#### POPULATION(S) TO BE SERVED

☑ Individuals and/or families experiencing HUD Category 1 "Literal Homelessness": Individuals and/or families with a primary nighttime residence that is a public or private place not meant for human habitation, or is residing in a publicly or privately operated shelter designated to provide temporary living arrangements, or is exiting an institution in which the individual or family has resided for less than 90 days and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

⊠ Individuals and/or families experiencing HUD Category 2 "Imminent Risk of Homelessness": An individual or family who will imminently lose their primary nighttime residence provided that the residence will be lost within 14 days of application for homeless assistance, no subsequent residence has been identified, and the individual or family lacks the resources or support networks needed to obtain other permanent housing.

☑ Individuals and/or families experiencing HUD Category 4 Homelessness "Fleeing or Attempting to Flee <u>Domestic Violence"</u>: An individual or family who is fleeing or attempting to flee domestic violence, has no other residence, and lacks the resources or support networks to obtain other permanent housing. For the purposes of this definition, "Domestic Violence" includes dating violence, sexual assault, stalking, and other dangerous or life-threatening situations that relate to violence against the individual or family member that either takes place in, or causes the individual to feel unsafe returning to their primary nighttime residence (including human trafficking).

☑ Individuals and/or families experiencing "Chronic Homelessness" and/or who meet Dedicated Plus eligibility requirements: The project may only serve individuals and/or families experiencing chronic homelessness as defined by 24 CFR 578.3 and/or who meet Dedicated Plus eligibility requirements as defined at <a href="https://www.hudexchange.info/fags/reporting-systems/e-snaps-homeless-assistance-application-and-grants-management-system/project-application/other/what-is-a-dedicatedplus-project/">https://www.hudexchange.info/fags/reporting-systems/e-snaps-homeless-assistance-application-and-grants-management-system/project-application/other/what-is-a-dedicatedplus-project/.</a>

The Agency shall document the homeless status of each participant household at the time of project entry in conformity with HUD's Criteria and Recordkeeping Requirements for Definition of Homeless available at <a href="https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/">https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/</a>.

#### ELIGIBLE ACTIVITES

The following activities are eligible for reimbursement under this Agreement provided that such services are administered in conformity with the CoC Program Rule, TPCH governing policies as defined above, and this Agreement:

□ Tenant-Based Rental Assistance as defined by 24 CFR 578.51.

□ Leasing Costs as defined by 24 CFR 578.49.

Supportive Services as defined by 24 CFR 578.53.

□ HMIS Costs as defined by 24 CFR 578.57.

 $\Box$  Administrative Costs as defined by 24 CFR 578.59.

#### PROGRAMMATIC REPORTING

The program shall be evaluated using the TPCH Continuum of Care (CoC) Performance Standards as may be periodically amended. The Agency shall submit quarterly performance reports which include the following information according to the schedule defined in this Agreement.

□ The Agency shall be evaluated on the following Street Outreach performance standards:

- Unduplicated number of individuals and households assisted.
- At least 35% of participants will exit to positive housing destinations.
- Agency shall maintain 90% or greater HMIS data quality.

□ The Agency shall be evaluated on the following Rapid Rehousing performance standards:

- Unduplicated number of individuals and households assisted.
- 100% of program openings filled through Coordinated Entry
- Agency shall maintain 95% or greater nightly bed utilization.
- At least 40% of adult participants will increase income from start to first annual assessment.
- At least 50% of adult participants will increase income from start to exit.
- At least 80% of participants will exit to permanent housing destinations.
- Agency will maintain 90% or greater HMIS data quality.
- Agency will maintain average length of time from project entry to move-in of 30 days or less.
- 100% of project entry/exit records will be completed within two days of occurrence.

□ The Agency shall be evaluated on the following Permanent Supportive Housing performance standards:

- Unduplicated number of individuals and households assisted.
- 100% of program openings filled through Coordinated Entry
- Agency shall maintain 95% or greater nightly bed utilization.
- At least 40% of adult participants will increase income from start to first annual assessment.
- At least 50% of adult participants will increase income from start to exit.
- At least 80% of participants will exit to permanent housing destinations.
- Agency will maintain 90% or greater HMIS data quality.
- Agency will maintain average length of time from project entry to move-in of 30 days or less.

• 100% of project entry/exit records will be completed within two days of occurrence.

☑ If this Agreement is for a Supportive Services Only – Coordinated Entry project type, the Agency shall be evaluated on the following standards until such time that the Continuum of Care establishes uniform standards for this project type:

- Number of hours of Coordinated Entry assessment conducted by the organization (20 hours minimum).
- Number of Coordinated Entry assessments completed weekly (15 assessments minimum).
- At least 75% of assessed households will have immediate housing needs addressed through coordinated referral to emergency shelter, navigation, diversion, and/or personal resources.
- At least 80% of participants will receive individually appropriate referrals to benefits and/or services for which they are eligible.
- Agency will ensure that 100% of referrals submitted to the TPCH Coordinated Entry assessment system are actionable (diversion/triage screening complete and household is eligible for housing assistance).

Quarterly reports shall additionally include narrative description of program performance, accomplishments, and challenges, and be accompanied by demographic reporting as defined in the Attachment to this Agreement.

#### PERFORMANCE MONITORING

The Agency shall participate fully in and comply with any and all subaward monitoring activities conducted by the City of Tucson and/or the U.S. Department of Housing and Urban Development related to this Agreement whether such activities occur during or after the performance period.

#### **GRANTEE MEETINGS**

Agency shall ensure appropriate program staff attend and participate fully in period grantee training and meetings convened by the City of Tucson during the period of performance.

#### PARTICIPATION IN UNSHELTERED POINT IN TIME COUNT

At least two Agency employees will be required to participate in the annual Unsheltered Point in Time Count as representatives of the project including one Team Lead and one Team Member at a minimum. If the Agency receives more than one funding award from the City of Tucson, at least two Agency employees must participate for each award (i.e. if the Agency receives three awards from the City of Tucson, the Agency must provide six employee volunteers for the annual Unsheltered Point in Time Count.

#### PARTICIPATION OF PERSONS WITH LIVED EXPERIENCE

The Agency must maintain on its Board of Directors at least one individual with lived experience of homelessness. The Agency shall additionally ensure that strategies to involve persons with lived experience in decision-making roles related to the implementation, and ongoing evaluation of the project, and the compensation for such persons, described in the Agency's funding application are implemented throughout the period of performance.

#### CONTINUOUS QUALITY IMPROVEMENT ACTIVITIES

The Agency shall ensure that strategies to evaluate its programs, outcomes, and employment practices for inequities and related improvement strategies described in the Agency's funding application are implemented throughout the period of performance.

#### **ENVIRONMENTAL REVIEW REQUIREMENTS**

The Agency must obtain an environmental review from the City of Tucson Environmental Project Coordinator, Rolanda Mazeika, before beginning any activities associated with the project. The Planning and Community Development Division initiates the environmental review on behalf of the Agency, but it is the Agency's responsibility to ensure that the environmental review is complete and received by the Agency before expending any funds or carrying out any activities through this Agreement. The Environmental Review shall include the following activities which are funded within the project:

- □ Project Based Rental Assistance
- □ Tenant Based Rental Assistance
- ⊠ Supportive Services
- □ Operating Costs (maintenance, security, utilities, furnishings, equipment, supplies, training, etc.)
- □ Economic Development Activities
- □ Homebuyer assistance activities (closing/down payment assistance, buydowns, etc.)
- □ Affordable housing pre-development costs
- □ Acquisition or disposition/demolition of existing structures\*
- □ Acquisition or disposition of land\*
- □ Rehabilitation of physical/real property\*
- □ Construction of new physical/real property\*

\*These activities trigger a more intensive environmental assessment and may delay project implementation.

#### CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT SUBRECIPIENT AGREEMENT

#### EXHIBIT B – INDIRECT COST RECOVERY AFFIDAVIT

Funding Program: Organization Name: Project Name: Performance Period:

#### SECTION A: INDIRECT COSTS TO BE RECOVERED THROUGH PROJECT

Select only one option and enter the rate to be charged under this agreement, if applicable.

Organization has a current federally negotiated indirect cost rate agreement and intends to charge the full authorized amount under this agreement.

Currently Approved Indirect Cost Rate:

Organization has a current federally negotiated indirect cost rate agreement and intends to charge a lesser indirect cost rate under this agreement. The proposed rate may not exceed the federally negotiated rate and is binding for the duration of the project agreement.

Reduced Rate to be Charged Under this Agreement:

Organization does not have a current federally negotiated indirect cost rate agreement and intends to charge the full de minimis indirect cost rate under this agreement (15% of modified total direct costs).

Organization does not have a current federally negotiated indirect cost rate agreement and intends to charge less than the full de minimis indirect cost rate under this agreement. The proposed rate may not exceed the15% de minimis rate and is binding for the duration of the project agreement.

Reduced Rate to be Charged Under this Agreement:

Organization does not have a current federally negotiated indirect cost rate agreement and is ineligible to recover indirect costs using the de minimis indirect cost rate. Organization will not charge indirect costs to this agreement.

\*Per 2 CFR 200.414(f), state and local government departments or agency units that receive more than \$35 million in direct federal funding are ineligible to use the de minimis rate.

Organization declines to recover indirect costs under this agreement even if it possesses a federally negotiated indirect cost rate agreement or is eligible to use the 15% de minimis rate. This selection is binding for the duration of the project agreement and the organization will not be reimbursed for indirect costs.

#### SECTION B: FEDERALLY NEGOTIATED RATE CERTIFICATION

By signing this affidavit, organizations which elected to recover indirect costs using the de minimis rate above, including organizations which elected to recover less than the approved rate identified in the organization's federally negotiated indirect cost rate agreement, certify the following:

- 1. The federally negotiated indirect cost rate agreement provided is current and duly authorized by the organization's federal cognizant agency.
- 2. The indirect cost base does not include any costs that are not eligible for reimbursement under federal awards.

- 3. The indirect cost base does not include significant expenses that will not benefit this program equitably to other programs. If a considerable portion of the indirect cost base (15% or more of indirect cost base) reflects indirect costs that will not benefit this project, a reduced rate must be used that removes those costs (e.g., if 20% of indirect cost base is associated with management of electronic health records not required for this project, those costs must be removed to calculate a reduced indirect cost rate).
- 4. Indirect cost payments will reduce to the de minimis rate immediately if a new indirect cost agreement authorizing a continuing provisional or final indirect cost rate is not received prior to the expiration of the indirect cost rate agreement attached to this affidavit.

#### SECTION C: DE MINIMIS RATE CERTIFICATION

By signing this affidavit, organizations which elected to recover indirect costs using the de minimis rate above, including organizations which elected to recover less than the allowable 15% of modified total direct costs, certify that the organization is eligible to use the 15% de minimis rate for indirect cost reimbursement and certifies that it meets each of the following eligibility criteria:

- 1. The subrecipient does not have a current provisional or final Federally-negotiated indirect cost rate for any federal awards.
- 2. The subrecipient has received less than \$35 million in direct federal funding for the fiscal year requested.
- 3. The de minimis rate approved will be applied to Modified Total Direct Cost (MTDC). This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.
- 4. The project costs will be consistently charged as either indirect or direct and will not be double charged or inconsistently charged as both.

The proper use and application of the de Minimis rate is the responsibility of the subrecipient and subject to monitoring by the City of Tucson and/or the awarding federal agency. If financial monitoring results in the determination of non-compliance with 2 CFR 200 and/or other applicable federal guidelines, funds must be returned to the City of Tucson.

#### **SECTION D: CERTIFICATION**

By signing this document, I certify that the information provided above is true and complete. I also certify that I am authorized to submit this document and enter into the above binding commitments for the organization.

Name:
Signature:
Fitle:
Date:

SUBMITTED BY AUTHORIZED ORGANIZATIONAL REPRESENTATIVE:

City of Tucson Housing and Community Development Department Exhibit B- Indirect Cost Recovery Affidavit

#### CITY OF TUCSON - CONTINUUM OF CARE SUPPORTIVE SERVICES ONLY COORDINATED ENTRY SUBRECIPIENT AGREEMENT EXHIBIT C - PROJECT BUDGET WORKSHEET

Project budget must be supported by detailed budget justification which describes the specific costs to be paid in each eligible budget item, calculation methodologies, and quantity detail sufficient for reviewers to determine budget appropriateness and eligibility. Indirect costs may only be charged against direct costs which are identified within the organization's direct cost base included in the negotiated indirect cost rate agreement or, if the organization is using the de minimis rate, costs included in the modified total direct cost base defined in 2 CFR 200.68.

Agency Name: Pima County			
Project Name: Tucson/Pima SSO-CE			
SUPPORTIVE SERVICES BUDGET	Total	Direct	Indirect
Case Management	\$40,260.00	\$34,221.00	\$6,039.00
Transportation	\$1,740.00	\$1,479.00	\$261.00
Supportive Services Subtotal	\$42,000.00	\$35,700.00	\$6,300.00
ADMINISTRATIVE COSTS BUDGET			
Administrative Costs Administrative Costs (may not exceed 10% of project budget)	\$2,100.00 <b>\$2,100.00</b>	\$1,785.00 <b>\$1,785.00</b>	\$315.00 <b>\$315.00</b>
Administrative Costs Administrative Costs (may not exceed 10% of project budget) TOTAL PROJECT BUDGET	and the second	A REAL PROPERTY AND A REAL	

44,100.00

#### Agency: Pima County Project: FY 23 SSO-CE

#### Contract: 19598 Start: 10/1/2024 Contract 19598 SCON:

End: 6/30/2025 Amendment ACCT: Budget Mod

Award: Indirect Cost Rate (de Minimus 15% or NICRA) 15%

Budget Activity	BUDGET	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Expensed	Balance	Average
Supportive Services - Direct																
Case Management	35,009.00														35,009.00	-
Transportation	1,513.00														1,513.00	
Supportive Services - Indirect																
Case Management	5,251.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation	227.00		-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal Supportive Services	42,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Administrative Costs - Direct																
Administrative Costs	1,824.00															-
Administrative Costs - Indirect																
Administrative Costs	274.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Administrative Costs	2,100.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Case Management	40,260.00	-														
Subtotal Transportation Costs	1,740.00	-														
Subtotal Direct Costs	38,346.00	-	-	-	-	-	-	-	-	-	-	-	-	-	36,522.00	#REF!
Subtotal Indirect Costs	5,752.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	44,100.00	-	-	-	-	-	-	-	-	-	-	-	-	-	36,522.00	-
Match Requirement																
Eligible Costs	11,025.00													-	11,025.00	-

Billing Due	Day of Month:	20	11/20/2024	12/20/2024	1/20/2025	2/20/2025	3/20/2025	4/20/2025	5/20/2025	6/20/2025	7/20/2025	8/20/2025	9/20/2025	10/20/2025
Invoice #														
Date of Invoice (Agency Submission)														
Received date (Date CoT PC receives and processes)														
Approved by CoT Date, Sent to finance														
SINV														
Paid														

		11/20/2024	12/20/2024	1/20/2025	2/20/2025	3/20/2025	4/20/2025	5/20/2025	6/20/2025	7/20/2025	8/20/2025	9/20/2025	10/20/2025
Reporting Due	Day of Month: 20												
Performance	Interval: 3			Late		Due							
This form must be completed monthly	and submitted along with Payment Request.												

Comments:

#### EXHIBIT D

2874

# EXHIBIT E

		(Do not ind				F <b>JUNE 30, 2</b> Blanks will be		as zero)					
						/reports/appe			nitions-4				
NAME OF AGENCY:					Complete	ed by:			Date:				
		1. FU	JLL-TIME	EMPLOYEES	(Temporary e	mployees are n	ot included	)					
		NON III		MALE	1	1	NON II		FEMAL	3	1		
S		NON-HI ORI		-				ISPANIC IGIN	_				
JOB CATEGORIES	TOTAL (COLUMNS B-K A	WHITE B	Black C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	White G	Black H	HISPANIC	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K		
66. OFFICIALS/ADMIN	0												
67. PROFESSIONALS	0												
68. TECHNICIANS 69. PROTECTIVE SERVICE	0												
70. PARA-PROFESSIONAL	0												
71. ADMIN. SUPPORT	0												
72. SKILLED CRAFT	0												
73. SERVICE/MAINTENANCE	0												
74. TOTAL OTHER THAN FULL TIME													
(LINES 66 - 73)	0	0	0	0	0	0	0	0	0	0	0		
			DADT TH										
	1	2		ME EMPLOYE MALE	EES (Including	temporary em	iployees)		FEMAL	2			
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JOB CATEGORIES	TOTAL (COLUMNS B-K A	WHITE B	Black C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	White G	Black H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K		
66. OFFICIALS/ADMIN	0			1									
67. PROFESSIONALS	0			1									
68. TECHNICIANS	0												
69. PROTECTIVE SERVICE	0												
70. PARA-PROFESSIONAL	0												
71. ADMIN. SUPPORT	0												
72. SKILLED CRAFT	0												
73. SERVICE/MAINTENANCE	0												

74. TOTAL OTHER THAN FULL TIME											
(LINES 66 - 73)	0	0	0	0	0	0	0	0	0	0	0



# FY 2024 Income Limits Documentation System

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits MTSP Income Limits HUD LIHTC Database

# FY 2024 Income Limits Summary

FY 2024 Income	Median Family Income	FY 2024 Income Limit	Persons in Family							
Limit Area	Click for More Detail	Category	1	2	3	4	5	6	7	8
		Very Low (50%) Income Limits (\$) Click for More Detail	31,250	35,750	40,200	44,650	48,200	51,800	55,350	58,950
Tucson, AZ MSA	\$90,200	Extremely Low Income Limits (\$)* Click for More Detail	18,800	21,450	25,820	31,200	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) Click for More Detail	50,000	57,150	64,300	71,400	77,150	82,850	88,550	94,250

NOTE: Pima County is part of the Tucson, AZ MSA, so all information presented here applies to all of the Tucson, AZ MSA.

The Tucson, AZ MSA contains the following areas: Pima County, AZ;

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as <u>established by the Department of Health and</u>

FY 2024 Income Limits Documentation System -- Summary for Pima County, Arizona

<u>Human Services (HHS)</u>, provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas	. For information on FMRs, please see our associated FY
2024 Fair Market Rent documentation system.	

For last year's Median Family Income and Income Limits, please see here:

FY2023 Median Family Income and Income Limits for Tucson, AZ MSA

Select a different county or county equivalent in Arizona:	Select any FY2024 HUD Metropolitan FMR Area's Income Limits:				
Greenlee County La Paz County Maricopa County Mohave County	Tucson, AZ MSA       Select HMFA Income Limits Area				
Navajo County Pima County Select county or county equivalent	Or press below to start over and select a different state: Select a new state				
Update URL for Bookmarking or Emailing					
Prepared by the Program Parameters and Research Division, HUD.					

Submit within 15 days of quarter to: <u>Megan Sanes, Project Coordinator</u> Megan.sanes@tucsonaz.gov City of Tucson, Housing and Community Development Department 310 N. Commerce Park Loop – Santa Rita Building Tucson, AZ 85745

#### EXHIBIT G CITY OF TUCSON HUMAN SERVICES PY 2024 QUARTERLY REPORT/PERFORMANCE MEASURES REPORT

Agency Name: Pima County         Project Name: Tucson/Pima County Coordinated Entry         Contract Number: Not applicable         Quarterly Reporting Period:         1 <sup>st</sup> Quarter, Oct 1 -Dec 31, 2024         2 <sup>nd</sup> Quarter, Jan 1 – Mar 30, 2025         3 <sup>rd</sup> Quarter, Apr 1 – Jun 30, 2025         4 <sup>th</sup> Quarter, Jul 1 – Sept 30, 2025						
Projected Annual Performance Outputs and Outcomes	Unduplicated Number and/or Percent Served During Quarter Reported	Cumulative Year-to- Date Number and/or Percent	<ol> <li>Narrative:</li> <li>Provide additional information relating to the status/progress of your project</li> <li>Explain significant variance in outcomes compared to what was predicted</li> <li>Describe outstanding project achievements</li> <li>If program is not yet delivering service, describe actual status of project</li> </ol>			
PROJECT DELIVERY						
<ul> <li>Outputs (unduplicated number of clients served in Coordinated Entry): Indicate the number of participants served in the 40 hours per week funded through this grant.</li> <li>Eligible activities include navigation services for participants that have been matched with housing programs throughout the community and either are on the Attempt to Locate List or have been in housing search for over 30 days. These activities can include: <ul> <li>Transporting clients to and from various community services (such as warrant resolution court or to obtain personal documentation),</li> <li>Identifying shelter placements prior to move-in,</li> <li>Submitting applications for rental units,</li> <li>Viewing rental units,</li> <li>Conducting inspections on units for move-in,</li> <li>Transporting clients to their providers, and</li> <li>other services that assist clients to rapidly move into housing within 30 days.</li> </ul> </li> </ul>						

Human Services PY 2024 Exhibit G – Quarterly Performance Report

Submit within 15 days of quarter to: <u>Megan Sanes, Project Coordinator</u> Megan.sanes@tucsonaz.gov City of Tucson, Housing and Community Development Department 310 N. Commerce Park Loop – Santa Rita Building Tucson, AZ 85745

75% of participants will have immediate housing needs addressed through moving into their established housing unit through navigation services within 30 days of their date of referral.			
Indicate the number and percent of participants served who moved into their unit within 30 days of referral.			
Outcome (per Human Services Subcategory): 80% of participants that have been matched with housing opportunities will receive support in obtaining needed services for housing (i.e. obtaining documents), including referral to mainstream benefits and social services for which they are eligible. Indicate the number and percentage of participants who obtained needed services for housing and / or received referral to mainstream benefits and social services.			
GRANT EXPENDITURE	-	-	
Output: The agency will submit Exhibit D Payment Request by the 20 <sup>th</sup> of each month <i>Indicate the number payment requests submitted by the</i> <i>due date in the quarter.</i>			
Outcome: The agency will fully expend awarded funds by the performance period end date. Indicate the dollar amount and percent of the award amount expended in the quarter.			

Failure to submit timely quarterly performance reports, may delay the processing of payment requests.