

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

○ Award ○ Contract Grant	Requested Board Meeting Date: 08/18/2025
* = 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 – Pima County Homeless Management Information System Consolidation

*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 grant and its associated programming align with Pima County Budget Pillar 2 – Improving the Quality of Life and Prosperity Initiative Policy 3 – Improve Housing Stability.

Indirect cost: 15% de minimis.

Attachments: AZ0039L9T012416 HMIS Scope of Work and Resolution for the approval of HUD CoC 2025-2026 Renewal Grant Agreement - The CoC grant agreement contains new terms and conditions that have been preliminarily enjoined by the Federal District Court in King County v. Turner, 2:25-cv-814-BJR (W.D. Wash 2025). The enjoined terms listed below have been crossed out:

- Page 1 (#5) "All current Executive Orders"
- Page 3 (from #1 down through the end of the page)

*Procurement Method:

The grant award was reviewed by the Pima County Attorney Office, but their signature is not required.

*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 necessary to ensure effective homeless assistance.

*Metrics Available to Measure Performance:

HUD required reports submitted accurately and in a timely manner.

*Retroactive:

Yes, to July 1, 2025. On June 25, 2025, HUD sent the AZ0039L9T012416 Pima County Homeless Management Information System Consolidation grant agreement. On July 16, 2025, Pima County Community & Workforce Development sent an email to HUD regarding provisions that conflict with the Federal District Court in King County v. Turner. The first available Board Meeting is August 18, 2025. If the agreement is not approved, Pima County will not receive funds necessary to ensure proper service to homeless individuals and families.

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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	e Amount: \$
*Funding Source(s) required:	-		
Funding from General Fund?	; ⊂ No If	Yes \$	%
Contract is fully or partially funded with If Yes, is the Contract to a vendor or	reactar ranas.	Yes C No	
Were insurance or indemnity clauses m If Yes, attach Risk's approval.	odified?	Yes No	
Vendor is using a Social Security Number If Yes, attach the required form per Admir	51 f	Yes (No	
Amendment / Revised Award Inform	ation		
Document Type:	Department Code:		Contract Number (i.e., 15-123):
Amendment No.:		AMS V	ersion No.:
Commencement Date:		New Te	ermination Date:
		Prior C	ontract No. (Synergen/CMS):
← Expense ← Revenue ← Incre	ase C Decrease	Amour	nt This Amendment: \$
Is there revenue included? Yes	s ⊂ No If Yes S	\$	
*Funding Source(s) required:			
Funding from General Fund? C Yes	s ⊂ No If Yes S	\$	%
Grant/Amendment Information (for	grants acceptance and	d awards)	Award Amendment
Document Type: Grant	Department Code:	CWD	Grant Number (i.e., 15-123): <u>79112</u>
Commencement Date: 7/1/2025	Termination	on Date: <u>6/30/2026</u>	Amendment Number: <u>N/A</u>
Match Amount: \$ <u>112,187.50</u>		Revenue A	Amount: \$ <u>448,750.00</u>
*All Funding Source(s) required: <u>U.S</u>	. Department of Hous	sing and Urban De	<u>velopment</u>
*Match funding from General Fund?	Yes	If Yes \$ <u>112,187.5</u>	<u>50</u> % <u>25</u>
*Match funding from other sources? *Funding Source:	∵Yes	If Yes \$	<u> </u>
*If Federal funds are received, is fun Directly from U.S. Department of Ho			overnment or passed through other organization(s)?
Contact: Magali Lopez/Rise Hart			
Department: Community & Workford	<u>e Development</u>		Telephone: <u>724-7301/724-5723</u>
Department Director Signature:	July ho	In Inthe	Date: 7/28/2025
Deputy County Administrator Signature	CP ?	90	Date: 7/30 /2025
County Administrator Signature:	\ 4	N	Date: 7/3/1205

RESOLUTION	2025 -
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RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA AUTHORIZING THE APPROVAL OF THE CONTINUUM OF CARE "SCOPE OF WORK FOR FISCAL YEAR 2025 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 October 30, 2024, Pima County submitted a renewal application to the U.S. Department of Housing and Urban Development ("HUD") for Continuum of Care ("CoC") funds for fiscal 2025-2026 to assist homeless families.
- 7. On July 31, 2024, HUD issued a "Fiscal Year (FY) 2023 Continuum of Care (CoC) Program Non-Competitive Funding Notice" for fiscal years FY 2025-2026, to non-competitively renew for one 12-month period certain existing CoC program-funded projects.
- 8. On June 25, 2025, HUD issued the "CONTINUUM OF CARE SCOPE OF WORK" awarding County, as Grantee, <u>\$448,750</u> under Federal Grant No. **AZ0039L9T012416** for FY 2025-2026.
- 9. In order to receive the FY 2025-2026 Pima County HMIS Consolidation 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 Pima County HMIS Consolidation grant funds.
- 10. It is in the best interests of the residents of Pima County, to accept the FY 2025-2026 Pima County HMIS Consolidation grant funds being provided under Federal Grant No. **AZ0039L9T012416**.

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. **AZ0039L9T012416**) accepting the FY 2025-2026 renewal grant funds for the Pima County HMIS Consolidation 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, thisd	ay of	, 2025.
Chair, Pima County Board of Superv	risors	
ATTEST:		
Clerk of the Board		
APPROVED AS TO FORM:		
M		
Deputy County Attorney		



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Grant Number: AZ0039L9T012416 Recipient's Name: Pima County Tax ID Number: 86-6000543

Unique Entity Identifier [SAM]: EB6GYYJCZD48

Federal Award Date: 6/25/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267) GRANT AGREEMENT

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" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

- 1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
- 2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
- 3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
- 4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;

5. all current Executive Orders; and

6. 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 grant agreement is \$448,750, 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(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
AZ0039L9T012416	12 months	07-01-2025 - 06-30-2026	07-01-2025 - 06-30-2026	\$448,750
allocated between budget	line items as follow	/s:		
a. Continuum of Care Pla	anning Activities			\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$0
g. Supportive services			\$0	
h. Operating costs				\$0
i. Homeless Management Information System				\$416,655
j. Administrative costs				\$32,095
k. Relocation costs				\$0
1. VAWA Costs				\$0
m. Rural Costs				\$0
	evention activities: relocation and stabil m and medium-term			\$0 \$0

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:

The Recipient:

- (1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal antidiscrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new 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.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

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 Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

- 1. Gross mismanagement of a Federal contract or grant;
- 2. Waste of Federal funds;
- 3. Abuse of authority relating to a Federal contract or grant;
- 4. Substantial and specific danger to public health and safety; or
- 5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. 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: (Signature)
Rebecca Blanco, Director
(Typed Name and Title)
June 25, 2025
(Date)
RECIPIENT Pima County (Name of Organization)
By:
(Signature of Authorized Official)
(Typed Name and Title of Authorized Official)
(Date)

OMB Number. 2501-0044 Expiration Date: 2/28/2027

Indirect Cost Information for Award Applicant/Recipient				
Federal Program/Assistance Listing Program Title: CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267				
2. Legal Name of Appli	cant/Recipient: Pima Cou	ınty		
3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form. The Applicant/Recipient will not charge indirect costs using an indirect cost rate. The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time. The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.				
Agency/department/ major function	Indirect cost rate	57.07	Direct Cost ase	Type of Rate
Pima County	15%	Using Mod Direct Cost	ified Total s as the base	Final
4. Submission Type (che Initial submission	5. Effective date(s): 7/1/25 - 6/30/26			
6. Certification of Authorized Representative for the Applicant/Recipient: **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that (1) all information provided on this form is true, complete, and accurate, and (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form. Signature:				
Date: 7-15-25				
Name: Dania P. Sulliva				
Title: Director, Community and workford Development				

**Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

OMB Number. 2501-0044 Expiration Date: 2/28/2027

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1		Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3		Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients. The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional"). If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied. If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or
4	Submission Type	department, and the type of direct cost base to which each rate will be applied. Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.