

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

Requested Board Meeting Date: May 18, 2021

\* = 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 Continuum of Care Program - Homeless Management Information System (HMIS)

#### \*Purpose:

HMIS is a requirement by U.S. Department of Housing and Urban Development (HUD) for the Continuum of Care (CoC) program for homeless individuals. 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 will be collected.

Indirect cost: 10% de minimis.

Attachments: AZ0039L9T012012 HMIS Scope of Work and Resolution for the Approval of HUD CoC 2021 Renewal Grant Agreement

#### \*Procurement Method:

Not applicable

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

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

#### \*Public Benefit:

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

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

HUD required reports submitted accurately and in a timely manner.

#### \*Retroactive:

No.

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Contract / Award miormation			
Document Type:	_ Department Code:		Contract Number (i.e.,15-123):
Commencement Date:	Termination Date:		Prior Contract Number (Synergen/CMS):
Expense Amount: \$*		□	Revenue Amount: \$
*Funding Source(s) required:			
Funding from General Fund?	CYes CNo If Yes	\$	%
Contract is fully or partially funde	d with Federal Funds?	☐ Yes	□ No
If Yes, is the Contract to a vend	dor or subrecipient?		
Were insurance or indemnity clau	uses modified?	☐ Yes	□ No
If Yes, attach Risk's approval.			
Vendor is using a Social Security	Number?	☐ Yes	□ No
If Yes, attach the required form p	er Administrative Procedur	e <b>22-10</b> .	
Amendment / Revised Award Ir	nformation		
			Contract Number (i.e., 15-123):
	·		ersion No.:
			rmination Date:
			ontract No. (Synergen/CMS):
CExpense or CRevenue	CIncrease C Decrease	Amount	:This Amendment: \$
Is there revenue included?	CYes CNo	Yes\$	
*Funding Source(s) required:			
Funding from General Fund?	CYes CNo I	Yes \$	%
Grant/Amendment Information	(for grants acceptance an	d awards)	♠ Award
		•	Grant Number (i.e.,15-123): 21-146
			Amendment Number:
✓ Match Amount: \$ 105,373.00			enue Amount: \$ 421,492.00
*All Funding Source(s) required	<u> </u>		
*Match funding from General F	und? @Yes (No li	Yes \$ 10	5,373.00 % 25
*Match funding from other soul		_	%
*Funding Source:			
*If Federal funds are received, i Federal government or passed			Directly from U.S. Department of Housing and Urban Development
Contact: Rise Hart			
Department: Community & Wor	kforce Development		Љelephone: 724-5723
Department Director Signature/	Date Dum P Sum	5/7	721
Deputy County Administrator Si	gnature/Date:		1/ M 11 May 2021
County Administrator Signature (Required for Board Agenda/Addendum Item		rife	whickey 5/11/21
			/



Date: May 7, 2021

To: Francisco Garcia, MD, MPH,

Deputy County Administrator and

Chief Medical Officer

From: Daniel Sullivan, Director

Community & Workforce Development

Re:

Request for Placement of Item on the Addendum for the May 18, 2021 Board of Supervisors' Regular Meeting – U.S. Department of Housing and Urban Development Program (HUD) – Homeless Management Information System (HMIS) Program – (GTAW 21-168) and Resolution Authorizing the Approval of the HUD Continuum of Care (CoC)

2021 Renewal Grant Agreement

#### Background

Pima County was awarded funds of \$421,492 from the United States Department of Housing and Urban Development Continuum of Care Program – HMIS Program. Pima County serves as the lead agency for HMIS, which is a comprehensive database system to track people experiencing homelessness and services provided in Pima County. HUD requires each community to collect client-level data and data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness.

The local Continuum of Care (CoC), which is HUD mandated community-based coalition tasked with developing strategies to end homelessness in Pima County, voted for Pima County to serve as the lead agency for the community's HMIS system. Tucson Pima Collaboration to End Homelessness is the Tucson-based community organization comprising the local CoC.

#### <u>Discussion</u>

The revenue funding is for HMIS, which is required by HUD. HMIS is used to collect client-level data and data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness.

Indirect Cost Rate: 10% de minimis

#### Financial Impact

There is a match of 25% (\$105,373) in the General Fund budget.

#### Recommendation

The Pima County Community & Workforce Development recommends approval of this Grant Agreement.

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 (FAIN): AZ0039L9T012012

Tax ID Number: 86-6000543 DUNS Number: 033738662

## CONTINUUM OF CARE PROGRAM (CDFA# 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 CWD HMIS (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$421,492, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
AZ0039L9T012012	12 months	07-1-2021 to 06-30-2022	\$421,492
allocated between budget	line items as follo	Dws:	
a. Continuum of Care plan	ning activities		\$0
b. Leasing			\$0
c. Rental assistance			\$0
d. Supportive Services			\$0
e. Operating costs			\$0
f. Homeless Management	Information Syste	m	\$389,397
g. Administrative costs			\$32,095
h. Relocation costs			\$0
i. HPC homelessness prev	ention activities:		
Housing relocation a	nd stabilization se	rvices	\$0
Short-term and medi-	um term rental ass	istance	\$0

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#### 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 start date of the award budget period/performance period, 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 Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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

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

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

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

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

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

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

By: The love of Allert.	
(Signature)	
Kimberly Y Nash, Director (Typed Name and Title)	_
April 14, 2021 (Date)	
RECIPIENT	APPROVED AS TO CONTENT
Pima County CWD HMIS (Name of Organization)	Samuel for
By:	Community & Workforce Development (CWD) Daniel Sullivan, Director
(Signature of Authorized Official)	— APPROVED AS TO FORM
Sharon Bronson, Chair Pima County Board of Supervisors (Typed Name and Title of Authorized Official)	Stacey Roseberry, Deputy County Attorney
(Date)	-

#### INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
Pima County		Using Modified Total
	%	Direct Costs as a base
	%	
	%	

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

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

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

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

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

RESOL	UTION	2021	-

RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA AUTHORIZING THE APPROVAL OF THE CONTINUUM OF CARE "SCOPE OF WORK FOR FISCAL YEAR 2021 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 August 21, 2019 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 years FY 2020-2021 to continue to operate HMIS.
- 7. On January 29, 2021, HUD issued a "Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-Competitive Funding Notice" for fiscal years FY 2021-2022, to non-competitively renew for one 12-month period certain existing CoC program-funded projects.
- 8. On April 15, 2021, HUD issued the "CONTINUUM OF CARE SCOPE OF WORK" awarding County, as Grantee, <u>\$421,492</u> under Federal Grant No. Federal Grant No. AZ0039L9T012012 for FY 2021-2022.
- 9. In order to receive the FY 2021-2022 HMIS Renewal Grant Funds on behalf of the CoC, County must execute the "CONTINUUM OF CARE SCOPE OF WORK" attached to this Resolution as Exhibit A. This is the only document that HUD will issue related to the provision of these HMIS grant funds.
- 10. It is in the best interests of the residents of Pima County, to accept the FY 2021-2022 HMIS renewal grant funds being provided under Federal Grant No. AZ0039L9T012012.

#### 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. AZ0039L9T012012) accepting the FY 2021-2022 renewal grant funds for HMIS operations ("the CoC Renewal Grant").
- B. The Director of CWD or his designee is authorized and directed to, on behalf of the Pima County Board of Supervisors, electronically enter acceptance of the CoC Renewal Grant as directed by HUD.

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

Passed and adopted, this	day of	, 2021.
Chair, Pima County Board of	of Supervisors	
ATTEST:		
Clerk of the Board		
APPROVED AS TO FORM	:	
Na na		

Stacey Roseberry, Deputy County Attorney