



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 10/15/2024

\* = 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.

Indirect cost: 10% de minimis.

Attachments: AZ0039L9T012315 HMIS Scope of Work and Resolution for the Approval of HUD CoC 2024-2025 Renewal Grant Agreement

**\*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, on September 11, 2024 HUD sent the CoC AZ0039L9T012315 Pima County Homeless Management Information System Consolidation grant agreement. The first available Board Meeting is October 15, 2024. If the agreement is not approved, Pima County would not receive funds necessary to ensure proper service to homeless individuals and families.

6001-9882-15  
9/27/24  
nu

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☐ No  
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No  
If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: Grant Department Code: CWD Grant Number (i.e., 15-123): 70938  
Commencement Date: 7/1/2024 Termination Date: 6/30/2025 Amendment Number: N/A  
☒ Match Amount: \$ 105,373 ☒ Revenue Amount: \$ 421,492

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

**\*Match funding from General Fund?** ☒ Yes ☐ No If Yes \$ 105,373 % 25

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

**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**  
Directly from U.S. Department of Housing and Urban Development

Contact: Magali Lopez/Rise Hart

Department: Community & Workforce Development

Telephone: 724-7301/724-5723

Department Director Signature: 

Date: 9/24/2024

Deputy County Administrator Signature: 

Date: 27 Sep 2024

County Administrator Signature: \_\_\_\_\_

Date: 9/30/24

RESOLUTION 2024 - \_\_\_\_\_

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA AUTHORIZING THE APPROVAL OF THE CONTINUUM OF CARE “SCOPE OF WORK FOR FISCAL YEAR 2024 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 25, 2023, 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 2024-2025 to assist homeless families.
7. On February 26, 2024, HUD issued a “Fiscal Year (FY) 2023 Continuum of Care (CoC) Program Non-Competitive Funding Notice” for fiscal years FY 2024-2025, to non-competitively renew for one 12-month period certain existing CoC program-funded projects.
8. On September 11, 2024, HUD issued the “CONTINUUM OF CARE SCOPE OF WORK” awarding County, as Grantee, \$421,492 under Federal Grant No. **AZ0039L9T012315** for FY 2024-2025.
9. In order to receive the FY 2024-2025 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 2024-2025 Pima County HMIS Consolidation grant funds being provided under Federal Grant No. **AZ0039L9T012315**.

**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. **AZ0039L9T012315**) accepting the FY 2024-2025 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, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Chair, Pima County Board of Supervisors

ATTEST:

\_\_\_\_\_

Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
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: AZ0039L9T012315**  
**Recipient's Name: Pima County**  
**Tax ID Number: 86-6000543**  
**Unique Entity Identifier [SAM]: EB6GYJJCZD48**  
**Federal Award Date: 9/11/2024**

**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 (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, 2023 (Pub. L. 117-328, approved December 29, 2022)
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. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

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

HUD's total funding obligation authorized by this grant agreement is \$421,492, 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.

<b>Grant No.</b>	<b>Grant Term</b>	<b>Performance Period</b>	<b>Total Amount</b>
AZ0039L9T012315	12 months	07-01-2024 - 06-30-2025	\$421,492
a. Continuum of Care planning 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			\$389,397
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$32,095
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$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:

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

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

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

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.

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

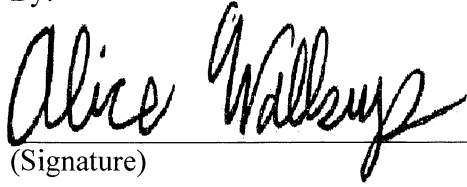
By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).



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

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

By:



(Signature)

Alice Walkup, Director

(Typed Name and Title)

September 11, 2024

(Date)

**RECIPIENT**

Pima County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

### Indirect Cost Schedule

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

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

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

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

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

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