



Contract number: CT-CD-15\* 209  
 Effective Date: 1-1-14  
 Term Date: 12-30-16  
 Cost: \$957,424.-  
 Revenue: \_\_\_\_\_  
 Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action: \_\_\_\_\_  
 Renewal By: 10-1-16  
 Term: 12-30-16  
 Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: December 02, 2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Authorization of contract CT-CD 1500000000000000209 between The City of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the multi-year contract in the amount of \$957,424.00 for the HUD – Housing for Persons with AIDS (HOPWA) grant. The Pima County BOS approved the HUD HOPWA Award (GTAW 1500000000000000030) on OCTOBER 7, 2014. A delay in the close-out of the previous HOPWA grant and a prolonged budget negotiation between Pima County, HUD, and another HOPWA subrecipient for this grant hindered the timely release of the HUD HOPWA award as well as the HOPWA subrecipient contract's. Per HUD's direction, the HUD award and the subrecipient's contracts are to be effective on JANUARY 1, 2014.

CONTRACT NUMBER (If applicable): 1500000000000000209

**STAFF RECOMMENDATION(S):**

Staff recommends approval by the Board of Supervisors

Procure Dept 11/12/14 PM 10:48

CORPORATE HEADQUARTERS: Tucson, Arizona

To: COB - 11-19-14  
 Agenda - 12-2-14  
 Ver.-1  
 Vendor-1  
 Pgs. - 15  
 (3)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: 957,424.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): HUD/Federal  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	XX
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**IMPACT:**

**IF APPROVED:**

County shall authorize contract CT-CD 1500000000000000209 between The City of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the multi-year contract in the amount of \$957,424.00 for the HUD – Housing for Persons with AIDS (HOPWA) grant. The Pima County BOS approved the HUD HOPWA Award (GTAW 1500000000000000030) on OCTOBER 7, 2014. A delay in the close-out of the previous HOPWA grant and a prolonged budget negotiation between Pima County, HUD, and another HOPWA subrecipient for this grant hindered the timely release of the HUD HOPWA award as well as the HOPWA subrecipient contract's. Per HUD's direction, the HUD award and the subrecipient's contracts are to be effective on JANUARY 1, 2014.

**IF DENIED:**

County shall not authorize contract CT-CD 1500000000000000209 between The City of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the multi-year contract in the amount of \$957,424.00 for the HUD – Housing for Persons with AIDS (HOPWA) grant. The Pima County BOS approved the HUD HOPWA Award (GTAW 1500000000000000030) on OCTOBER 7, 2014. A delay in the close-out of the previous HOPWA grant and a prolonged budget negotiation between Pima County, HUD, and another HOPWA subrecipient for this grant hindered the timely release of the HUD HOPWA award as well as the HOPWA subrecipient contract's. Per HUD's direction, the HUD award and the subrecipient's contracts are to be effective on JANUARY 1, 2014.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Ana Durazo TELEPHONE NO.: 724-6750



- 1.3 In order to amend the work or deliveries in a manner that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons, CITY must, pursuant to Section 24 CFR 574.260, provide a written request justifying the change(s) requested to COUNTY and HUD. Funds may not be expended for the revised proposed use of funds until:
  - 1.3.1 HUD accepts the revised proposed use;
  - 1.3.2 Amendment is executed by the Board of Supervisors and the City Mayor; and
  - 1.3.3 For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with §574.510.
- 1.4 Substantial changes to the terms and conditions of this Agreement require and amendment. A substantial change involves a request by CITY to add/or subtract more than 10 percent of the amount approved in any one budget line item to another budget line item; a change that affects the approved housing outputs; a change that decreases the amount of other leveraged funds that were committed to be used for supportive services activities.

## 2.0 **SCOPE OF WORK**

- 2.1 **PURPOSE:** This IGA establishes the terms and conditions under which CITY will provide eligible HOPWA component activities as set forth in **Exhibit A**.
- 2.2 **COMPLIANCE:** In providing services, CITY shall:
  - 2.2.1 Comply with:
    - 2.2.1.1 Housing Opportunities for Persons with AIDS regulations set forth in 24 CFR Part 574, found at <https://www.hudexchange.info/hopwa/>;
    - 2.2.1.2 AIDS Regulations and the AIDS Housing Opportunity Act as set forth in 42 U.S.C. § 12901: US Code-Section 12901 *et seq.*;
    - 2.2.1.3 2013 HOPWA Operating Instructions for Renewal Competitive Grants; and
    - 2.2.1.4 All other applicable federal law and regulations.
  - 2.2.2 Maintain client confidentiality in records, data collection and service provision in compliance with:
    - 2.2.2.1 24 CFR§ 574.440 and the HOPWA Confidentiality User Guide: <https://www.hudexchange.info/resource/3296/hopwa-confidentiality-user-guide/>; and
    - 2.2.2.2 The Homeless Management Information System (“HMIS”) Policy and Protocols.
  - 2.2.3 Maintain proper and complete books, records and accounts pertaining to the HOPWA grant per 24 CFR Part 574.450 as applicable and the persons served. Records must be made readily available to duly authorized representative of County for inspection, monitoring or audit at any time during normal business hours. Records must include:

- 2.2.3.1 Accurate data that has been timely entered in the Pima County HMIS as required by 24 CFR § 576.500(n);
- 2.2.3.2 All data required for the County's Annual Performance Report ("APR"). This data must be provided to County no later than February 28<sup>th</sup> of each year; and
- 2.2.3.3 Any additional information necessary including but not limited to the information set forth in 24 CFR § 574.530.

2.3 **PERFORMANCE REQUIREMENTS.** In addition to the requirements set forth in **Exhibit A** and Paragraph B above, CITY warrants and certifies that:

- 2.3.1 All activities undertaken by CITY pursuant to this contract will be eligible activities under the Housing Opportunities for Persons with AIDS, 24 CFR Part 574;
- 2.3.2 CITY complies with the provisions in the Contractor's Certification set forth in **Exhibit B**; and
- 2.3.3 To the best of its ability, City will perform the work in accordance with the terms of this contract, including **Exhibit C – Special Agency Conditions**.

**3.0 FINANCE**

3.1 **MAXIMUM ALLOCATION OF HOPWA FUNDS.** This is a cost reimbursement contract. The "Maximum Allocation" established for HOPWA activities set forth in Exhibit A is **\$957,424.00**.

3.2 **REIMBURSEMENT.** Reimbursement will be from HOPWA funds only and will not exceed the Maximum Allocation. The following conditions apply:

- 3.2.1 Requests for reimbursement must be made only for HOPWA-eligible costs. General administration expenses will not be paid unless specifically set forth in **Exhibit A**.
- 3.2.2 Requests for reimbursement must include all claims and invoices of every kind and nature against COUNTY arising under this IGA or any provision thereof.
- 3.2.3 CITY shall submit monthly requests for reimbursement as follows:

Month of expenditure	Due date for request for reimbursement
January – April and July – December	30 calendar days from end of month
May	June 15
June	July 7

COUNTY may, at its sole discretion, **deduct processing and administrative costs** from the reimbursement to SUBGRANTEE on any request for reimbursement received after these dates.

3.2.4 COUNTY may, at its sole discretion, **deny reimbursement completely** for requests for reimbursement that are submitted to COUNTY within the following time frames:

Month of Expenditure	Date request for reimbursement submitted
January – March July and August October - December	More than 60 days after the end of the month of expenditure
April and May	June 21
June	July 15
September	October 31

- 3.2.5 Pursuant to A.R.S. § 11-622, COUNTY will deny reimbursement completely for requests for reimbursement made later than six months after the last item of the account accrues.
- 3.3 All requests for reimbursement shall be on the form set forth in **Exhibit D** and must reference this Agreement number. Request for reimbursement must be submitted to the COUNTY by the 15<sup>th</sup> working day of each month for the previous month of service. Invoices must be:
- 3.3.1 Approved and signed by an authorized representative of CITY;
  - 3.3.2 For services and costs as identified in **Exhibit A**.
  - 3.3.3 Supported by documentation which may include, but is not limited to:
  - 3.3.4 A summary report of monthly expenditures.
  - 3.3.5 Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
  - 3.3.6 Detailed travel reports to support all travel expenses.
  - 3.3.7 Time Sheets to support all labor charges.
  - 3.3.8 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.
  - 3.3.9 A calculation of administrative/indirect costs, evidencing that such cost do not exceed the maximum allowed under HOPWA and as indicated in **Exhibit A**.
  - 3.3.10 Verifiable by County representative.
  - 3.3.11 Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- 3.4 COUNTY will generally reimburse CITY for approved, HOPWA-eligible costs thirty (30) days from the date a proper request is received by Pima County Finance Department. CITY must budget its cash needs accordingly.
- 3.5 For the period or record retention required under Section 18, COUNTY reserves the right to question any reimbursement provided to CITY and to require repayment of any amounts in excess of what was due and owing either by requiring CITY to provide additional HOPWA-eligible services or remit the amount paid to CITY in error.
- 3.6 CITY may not bill COUNTY for costs that are paid by another source. CITY must notify COUNTY within ten (10) days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

#### **4.0 OBLIGATIONS OF COUNTY**

- 4.1 COUNTY is the "Lead Agency" for the HOPWA Grant. The Community Development and Neighborhood Conservation Department will monitor activities conducted pursuant to this Agreement to ensure compliance with HUD and HOPWA rules and regulations.
- 4.2 COUNTY will represent CITY and COUNTY to HUD on issues that arise regarding the administration of the HOPWA Grant, except as to any claims of liability or fault against CITY by any party.
- 4.3 COUNTY will provide overall program coordination.
- 4.4 COUNTY will submit all reports required by HUD during the term of the HOPWA Grant.

#### **5.0 OBLIGATIONS OF CITY**

- 5.1 CITY is the "Project Sponsor" under the HOPWA Grant and shall assume all responsibilities of Project Sponsor. CITY will ensure that the Grant is carried out in compliance with all applicable HUD and HOPWA rules, regulations and requirements. CITY will cooperate with COUNTY to assure that complete and accurate information is provided to HUD regarding all HOPWA Grant activities.
- 5.2 CITY will operate and maintain a tenant-based HOPWA Rental Housing Assistance Program. CITY may administer the HOPWA program through its Section 8 program, however, CITY acknowledges that Section 8 rules and regulations do not apply to HOPWA activities. **All program services and financial activities provided pursuant to this IGA and reimbursed with HOPWA funds must conform to and comply with HOPWA rules and regulations.**

#### **6.0 TERMINATION**

- 6.1 COUNTY reserves the right to terminate this IGA at any time and without cause by serving 30 days advance written notice of such intent to terminate upon CITY. In the event of such termination, the COUNTY'S only obligation to CITY shall be payment for services rendered prior to the date of termination.
- 6.2 Notwithstanding 6.1 above, if any state or federal grant monies used to pay for performance under this IGA are either reduced or withdrawn, COUNTY shall have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, COUNTY will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, COUNTY shall not be liable to CITY for more than the reduced amount. In the event of a termination under this paragraph, COUNTY'S only obligation to CITY shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 6.3 Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining this IGA. In the event of such cancellation, COUNTY shall have no further obligation to CITY, other than for payment of services rendered prior to cancellation to the extent that HOPWA funds are available.

6.4 County reserves the right to suspend CITY's performance and payments under this IGA immediately upon notice delivered to CITY's designated agent in order to investigate CITY's activities and compliance with this IGA. In the event of an investigation by COUNTY, CITY shall cooperate fully and promptly provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, CITY will be notified in writing that the IGA will be immediately terminated or that performance may be resumed.

## **7.0 DISPOSAL OF PROPERTY**

Upon the termination of this Agreement, all property purchased, renovated or maintained with funds provided pursuant to this Agreement shall continue to be used for the public purpose intended by the funding source. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to Agreement.

## **8.0 INDEMNIFICATION**

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

## **9.0 COMPLIANCE WITH LAWS**

The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County.

## **10.0 NON-DISCRIMINATION**

CITY agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf)

These documents are hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, CITY shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **11.0 AMERICANS WITH DISABILITIES ACT**

11.1 The parties shall comply with all applicable provisions of the American with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act,

including 28 CFR Parts 35 and 36.

11.2 CITY shall maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161, and 35.163. Failure to do so could result in the termination of this Agreement.

## **12.0 SEVERABILITY**

If any provision of this Agreement, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

## **13.0 CONFLICT OF INTEREST**

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

## **14.0 LEGAL AUTHORITY**

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

## **15.0 WORKERS COMPENSATION**

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

## **16.0 NO JOINT VENTURE**

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between COUNTY and any CITY employees, or between CITY and any COUNTY employees. Neither party shall 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.

## **17.0 NO THIRD PARTY BENEFICIARIES**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

**18.0 ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers:

**PIMA COUNTY**

**CITY OF TUCSON**

\_\_\_\_\_  
Chairman, Board of Supervisors  
Date: \_\_\_\_\_

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

ATTEST

ATTESTED:

\_\_\_\_\_  
Clerk of the Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

*Margaret M. Kud*  
\_\_\_\_\_  
Director, Community Development & Neighborhood Conservation Department 11/10/14

\_\_\_\_\_  
Director, Housing and Community

The foregoing Intergovernmental Agreement between Pima County and City of Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

**PIMA COUNTY**

**CITY OF TUCSON**

*Karen J. Turian*  
\_\_\_\_\_  
Deputy County Attorney  
Date: 11-4-14

\_\_\_\_\_  
City of Tucson Attorney  
Date: \_\_\_\_\_

**Pima County Housing Opportunities for Persons with AIDS (“HOPWA”) Program  
-- 2014-2016**

Service Provider: City of Tucson (“CITY”)	Program: Positive Directions
Agency Address: 310 N. Commerce Park Loop Tucson, AZ 85719	Program Contact: Teresa Williams (Teresa.Williams@tucsonaz.gov) Deputy Director, Community Services 520-791-4171
Program Award: \$957,424.00	Program Category: Tenant-Based Rental Assistance and Administration

**A. Program Overview**

CITY will operate and maintain a tenant-based HOPWA Rental Housing Assistance Program administered through, but not a part of, the City’s Section 8 Program. Activities and services shall be implemented, operated and reimbursed pursuant to the rules and regulations of HOPWA.

**B. Program Activities.** City shall:

1. Provide rental housing assistance for up to 40 HIV/AIDS individuals and their households at any given time.
2. Accept referrals of potentially eligible individuals from the Southern Arizona AIDS Foundation.
3. Determine eligibility for HOPWA rental housing assistance. Individuals seeking services under this Agreement must:
  - a. Be medically diagnosed with HIV-AIDS;
  - b. Have a household income at or below 80% of the Area Median Income;
  - c. If assistance is for a family, provide proof of family status;
  - d. Provide social security number (“SSN”) or prove that SSN application is submitted and pending;
  - e. Provide proof of U.S. citizenship or eligible immigrant status;
  - f. Not:
    - i. Be a registered sex offender;
    - ii. Have been convicted of producing methamphetamines; or
    - iii. Have been convicted of a violent crime or drug-related crime within the past 3 years.
4. Provide rental assistance as described in 24 CFR § 574.320.
5. Prior to providing a rental housing subsidy, inspect each rental unit and ensure that each unit meets HUD shelter and housing standards defined in 24 CFR § 574.300 (b) (3), (4), (5) and (8).
6. Enter into a rent subsidy agreement with each landlord for the portion of the rent that will be subsidized using HOPWA funds.

7. Pay the rent subsidy directly to the landlord in the amount set forth in the rent subsidy agreement.
8. Keep and maintain records for each individual that receives rental housing subsidy under this Agreement. Records must comply with the requirements set forth in 24 CFR § 576.530.

**C. Reimbursement.**

1. HOPWA funds may not be used for the purchase of any property, real or personal, in the course of or in furtherance or support of CITY's duties and actions under this Agreement.
2. HOPWA funds up to the maximum allocated amount of **\$957,424.00** may be reimbursed to cover the following costs:

<b>Administration 2014-2016</b>		
Staff time and related costs for leasing activities specifically for the units for which HOPWA rental housing assistance is paid and for HOPWA purposes only, coordination with Southern Arizona AIDS Foundation, fiscal management, and reporting to Grantee	May not exceed 7% of maximum allocated amount	\$62,635.00
<b>Total Administration Allocation</b>		<b>\$62,635.00</b>

<b>PROGRAM OPERATIONS 2014-2016</b>		
<b>Direct Rental Housing Assistance</b>		
Activities: Rental Housing Assistance Payments for approved rent and utility allowance	40 units X \$602.543 per month (anticipated average rental housing assistance subsidy) = \$24,101.72 \$24,101.72 x 36 months = \$867,661.00	\$867,661.00
<b>Total Direct Services Allocation</b>		<b>\$873,779.00</b>
<b>Delivery of Services</b>		
<b>HQS Inspections</b> Activities: Conduct initial, annual, special and quality control inspections	110 hours annually x \$30.07 per hour = \$3,307.70 \$3,307.70 x 3 years = \$9,923.00	\$ 9,923.00
<b>Housing Assistance Payment Processing</b> Activities: Post-housing assistance payment, process payment requests and conduct quality control measures	52 hours annually x \$32.72 per hour = \$1,701.44 \$1,701.44 x 3 years = \$5,104.00	\$5,104.00
<b>Tenant Eligibility Determinations</b> Activities: Conduct initial, annual, interim eligibility assessments	72 hours annually x \$ 27.70 per hour = \$1,966.70 \$1,966.70 x 3 years = \$5,928.00	\$5,983.00
<b>Inspections</b>		
Mileage	599 miles per year x \$.565 per mile = \$338.43 \$338.43 x 3 years = \$1,015.00	\$1,015.00
Telephone (including cell phones)	\$8.50 per month x 36 months = \$306.00	\$ 306.00
<b>Facilities Expenses Budget</b>		
Utilities, building maintenance & repairs	\$36.25 per month x 36 months = \$1,305.00	\$1,305.00
Office operating costs	\$97.00 per month x 36 months = \$3,492.00	\$3,492.00
<b>Total Delivery of Services Allocation</b>		<b>\$27,128.00</b>

END OF EXHIBIT A

**CONTRACTOR'S CERTIFICATION (HOPWA)**

Agency hereby certifies it will comply with the following:

1. HUD Housing Opportunities for Persons with AIDS Regulations at:  
<https://www.hudexchange.info/hopwa/>
2. 24 CFI Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (if AGENCY is local government).
3. Title VI of the Civil Rights Act of 1964.
4. Executive Order 11246 - Equal Employment Opportunity.
5. Uniform Relocation Act and the requirements contained in 49 CFR Part 24, subpart B.
6. Environmental review responsibilities 24 CFR 576.57(e)
7. Limitations-Primarily Religious Organizations 24 CFR 576.23
8. OMB Circular A-133, "Audits of States and Local Governments and Non-Profit Organizations".
9. OMB Circular A-122, "Cost Principals for Non-Profit Organizations" (if AGENCY is non-profit organization).
10. OMB Circular A-110, A-87, and A-21.
11. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
12. Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701 (u)] (Employment opportunities for lower income persons in connection with assisted projects);
13. Fair Housing Act (42 U.S.C., 3601-19) and implementing regulations at 24 CFR part 100; and
14. Fair Housing Act implementing regulations [42 U.S.C. 3604(f)] and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR part 8.

**SPECIAL AGENCY CONDITIONS**

In these Special Agency Conditions "Contractor" refers to the entity defined as "Agency" in the body of the Grant Contract or Grant Agreement.

**A. Modification**

Modifications may be made to this Grant Agreement in accordance with the following provisions:

1. All modifications shall be in writing and shall conform to applicable law, Federal and State regulations and County policies and directives. Approval of modifications is at the sole discretion of County.
2. Major modifications shall be by written amendment signed by both parties. Major modifications include any which do the following:
  - i. Change the purpose of the Grant Agreement.
  - ii. Increase or decrease the compensation provided for in the Grant Agreement.
  - iii. Change the term of the Grant Agreement.
  - iv. Change the scope or assurances of the Grant Agreement.
  - v. Change any section of the Grant Agreement other than the Scope of Work or budget.
  - vi. Any change that is not a minor modification as described below.
3. Minor modifications may be made by written memorandum and must be approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or authorized representative to be effective. Minor modifications are changes in the Scope of Work or budget that do not change the purpose or total compensation of this Grant Agreement and do not in any way increase the direct or indirect liability of the COUNTY under this Grant Agreement.

**B. Procurement of Goods and Services:**

Contractor is not the agent of County for any purpose and shall not purchase any materials, equipment, or supplies on the credit of the County. Contractor shall comply with OMB Circular No. A-122 "Cost Principals for Non-Profit Organizations", (if Contractor is a non-profit corporation); OMB Circular No. A-110 and 24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."

**C. Monitoring and Evaluation:**

1. County shall monitor all activities and information sources in the management, fiscal, and service systems of Contractor and any subcontracted parties, relating to performance of duties and obligations under this Contract, to assure that Contractor is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to Contractor by County are being used effectively and efficiently to accomplish the purposes for which funds were made available.
2. Contractor shall provide payroll information consisting of source documentation that can include employment letters, authorization for rates of pay, benefits, and employee withholding, minutes from Board of Directors' meetings where salary schedules and benefit packages are established, copies of written policies, W-4 forms in conjunction with time and attendance records. If an employee works solely on the HOPWA funded services, a statement to that effect should be signed by the applicable employee and supervisor. Such statement should be certified semi-annually. If an employee's time is split between HOPWA and another funding source, Contractor must have time distribution records supporting the allocation of charges among the sources.
3. County in cooperation with Contractor shall evaluate products, services, and performance under the terms of this Contract. Substandard performance as determined by the County will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.
4. Contractor shall assist County in providing to the U.S. Department of Housing and Urban Development reports and other communications relating to the performance and impact of the facility improvements.

**D. Client Fees and Program Income:**

Any program income generated and received by Contractor as a result of Contract services shall be kept by Contractor, used for the purpose of this Contract, and reported to County.

**E. Identification of Funding and Copyrights:**

1. All advertisements, real property, publications, printed and other materials which are produced by the Contractor and refer to services funded under this Contract shall clearly attribute "PIMA COUNTY" and the HOPWA grant in the following suggested format:  
  

Funded by: *Pima County Community Development & Neighborhood Conservation  
Department/HOPWA*
2. Reference to Pima County shall be displayed at least as prominently as other credited funding sources.
3. Contractor shall not copyright any materials or products developed through Contract services or Contract expenditures without prior written approval by the County. Upon approval, the federal

government and Pima County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

**F. Nepotism**

Contractor shall not employ relatives in positions where one is in supervisory chain of the other, nor where one is in daily working contact with the other.

1. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
2. County may grant temporary waiver of this policy where relative employment situation already exists at the time of execution of this Contract.

**G. Audit Requirements:**

1. Contractor shall:
  - a. Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this Contract.
  - b. Provide financial statement audits as required by law.
  - c. Upon written notice from County provide a program-specific audit. Such notice from County will specify the period to be covered by the audit and the deadline for completion and submission of the audit.
  - d. Assure that any audit conducted pursuant to this Contract is performed by an independent certified public accountant and submitted to County within six (6) months of completion of Contractor's fiscal year, unless a different time is specified by County. The audit submitted must include Contractor's responses, if any, concerning any audit findings.
  - e. Pay all costs for any audit required or requested pursuant to this Article, unless the cost was specifically included in the Contractor's budget approved by County and the cost is an allowable charge for payment under applicable law or regulation.
  - f. Timely submit the required or requested audit(s) to:  
Marilyn Hutzler  
Pima County Finance and Grants Management  
130 W. Congress, 4<sup>th</sup> Floor  
Tucson, AZ 85701
2. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624.
3. If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

**MONTHLY FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS**

**CITY OF TUCSON  
HOPWA-Positive Directions**

Month: \_\_\_\_\_

Invoice # \_\_\_\_\_

Activity	Budgeted	Expenditures This Month	Cumulative Expenditures	Balance Available
Tenant-Based Rental Assistance	\$894,789.00			
Administration	\$62,635.00			
<b>Total Budget</b>	<b>\$957,424.00</b>			

**I hereby certify that to the best of my knowledge, the date reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the HOPWA Program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit.**

\_\_\_\_\_  
REVIEWED BY

\_\_\_\_\_  
PREPARED BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE      PHONE NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Pima County Reviewer

\_\_\_\_\_  
DATE