



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 9/19/2017

* = Mandatory, information must be provided

or Procurement Director Award

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

The Department of Housing and Urban Development ("HUD")

***Project Title/Description:**

Pima County Resolution to Approve the Housing Opportunities for Persons with Aids (HOPWA) Terms and Conditions for Fiscal Year 2017 Renewal Grant Agreement with U.S. Department of Housing and Urban Development (HUD).

***Purpose:**

The purpose of this Resolution is to authorize Pima County, through its Community Development & Neighborhood Conservation Department, to execute and electronically submit the HOPWA Renewal Grant Agreement to HUD effectively securing \$1,353,465.00 to assist families living with HIV/AIDS with housing and supportive services

***Procurement Method:**

N/A. Pima County applies directly to HUD for available HOPWA funding on a three-year cycle.

***Program Goals/Predicted Outcomes:**

The goal is mitigate homelessness for families living with HIV/AIDS by providing housing assistance and case management.

Outcomes include households obtaining permanent, unsubsidized housing; increased skills and/or income; and, a greater sense of self-determination and confidence to successfully transition out of homelessness.

***Public Benefit:**

Previously homeless families and households living with HIV/AIDS will receive housing and case management assistance as they pursue permanent housing and self-sufficiency.

***Metrics Available to Measure Performance:**

At any point-in-time, 60 households living with HIV/AIDS will continue to receive housing and case management assistance.

***Retroactive:**

Yes, this revenue grant agreement will be retroactive to July 1, 2017 as required by HUD. Pursuant to Congressional delays, Pima County was notified by HUD of its successful application for HOPWA funds August 31, 2017.

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective 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

***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 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or 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: GTAW Department Code: CD Grant Number (i.e.,15-123): 18-020

Effective Date: 07/01/2017 Termination Date: 06/30/2020 Amendment Number: NA

Match Amount: \$ _____ Revenue Amount: \$ 1,353,465.00

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

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***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 Federal Government

Contact: John Matheny, Program Coordinator

Department: Community Development & Neighborhood Conservation Telephone: 724-8779

Department Director Signature/Date: Daniel [Signature] for Margaret M. KISH

Deputy County Administrator Signature/Date: [Signature] 9-11-2017

County Administrator Signature/Date: [Signature] 9/11/17
(Required for Board Agenda/Addendum Items)

RESOLUTION 2017 - ____

PIMA COUNTY RESOLUTION TO APPROVE THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) TERMS AND CONDITIONS FOR FISCAL YEAR 2017 RENEWAL GRANT AGREEMENT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The Board of Supervisors of Pima County, Arizona finds:

1. Pima County (“County”), through its Department of Community Development and Neighborhood Conservation (“CDNC”), administers several federal and local grant programs to benefit low-income, homeless, and certain special needs individuals in Pima County.
2. On June 30, 2017, Pima County submitted a renewal application to the U.S. Department of Housing and Urban Development (“HUD”) for Housing Opportunities for Persons with Aids (“HOPWA”) funds for fiscal years (FY) 2017-2020 to assist homeless families living with AIDS.
3. Prior to accepting the HOPWA funds, County must execute the “HOPWA Budget Summary” (Form 40110B). This Form is attached to this Resolution as **Exhibit A**.
4. On August 31, 2017, HUD issued the “Notice of Award and Housing Opportunities for Persons with Aids (HOPWA) Terms And Conditions For Fiscal Year 2017 Renewal Grant Agreement” awarding County, as Grantee, \$1,353,465.00 for FY 2017-2020 (Federal Grant No. HOPWA170003-01-00). Federal Grant No. HOPWA170003-01-00 is attached to this Resolution as **Exhibit B**.
5. Under new HUD grant procedures, HUD does not require, and will not accept, a written signature on the Notice of Award and the Terms and Conditions of the HOPWA agreement. Such acceptance must be effectuated electronically within the GrantSolutions.gov system. HUD

NOW, THEREFORE, BE IT RESOLVED:

- A. The Chair of the Pima County Board of Supervisors is authorized to sign the required HOPWA Budget Summary (Form 40110B) (Exhibit A) for CDNC to submit to HUD.
- B. CDNC is authorized, on behalf of the Pima County Board of Supervisors, to enter acceptance of the “Notice of Award and Housing Opportunities for Persons with Aids (HOPWA) Terms And Conditions For Fiscal Year 2017 Renewal Grant Agreement” for FY 2017-2020 (Grant No. HOPWA170003-01-00) (Exhibit B) into the HUD GrantSolution.gov system.

C. The Chair is authorized to execute, as necessary, and CDNC will submit all applicable federal documents associated with this HOPWA grant, including but not limited to, required HUD budget forms and descriptive grant narratives. This authorization may include electronic approval and submission.

Passed and adopted, this _____ day of _____, 2017.

Chair, Pima County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

Clerk of the Board



Karen S. Friar, Deputy County Attorney

1. DATE ISSUED MM/DD/YYYY 08/31/2017	2. CFDA NO. 14.241	3. ASSISTANCE TYPE Project Grant
1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		
4. GRANT NO. HOPWA170003-01-00 Formerly AZ-H130015	5. ACTION TYPE New	
6. PROJECT PERIOD From 07/01/2017	MM/DD/YYYY Through 06/30/2020	
7. BUDGET PERIOD From 07/01/2017	MM/DD/YYYY Through 06/30/2020	

The Department of Housing and Urban Development
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 451 7th Street S.W
 Washington, DC 20410

NOTICE OF AWARD

8. TITLE OF PROJECT (OR PROGRAM)
 Housing Opportunities for Persons With AIDS (HOPWA)

9a. GRANTEE NAME AND ADDRESS
 Pima County (AZ)
 2797 E Ajo Way
 Tucson, AZ 85713-6223

9b. GRANTEE PROJECT DIRECTOR
 Mr. John Matheny
 2797 East Ajo Way
 Tucson, AZ 85713
 Phone: 1111111111

10a. GRANTEE AUTHORIZING OFFICIAL
 Ms. Margaret Kish
 2797 East Ajo Way
 Tucson, AZ 85713
 Phone: 1111111111

10b. FEDERAL PROJECT OFFICER
 Ms. Rita Flegel
 451 7th Street S.W.,
 Washington, DC 20410
 Phone: 202-402-5374

ALL AMOUNTS ARE SHOWN IN USD

11. AWARD COMPUTATION FOR GRANT	
a. Amount of HUD Financial Assistance	1,353,465.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	1,353,465.00
12. Total Federal Funds Awarded to Date for Project Period	1,353,465.00

14. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HUD ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation cited in remarks or attachment below.
- b. The grant program regulations cited in remarks or attachment below.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of this award by the grantee acknowledges acceptance of these terms and conditions.

13. RECOMMENDED FUTURE SUPPORT
 (Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

REMARKS (Other Terms and Conditions Attached - Yes No)

Terms and Conditions of this award are contained in the attached Housing Opportunities for Persons With AIDS (HOPWA) Terms and Conditions for Fiscal Year 2017 Renewal Grant Agreement. This Notice of Award and the Terms and Conditions, including any documents incorporated by reference into the Terms and Conditions, constitute the entire Agreement between HUD and the Grantee for this award.

GRANTS MANAGEMENT OFFICER: Ms. Yorkshire, Dorthera

15. OBJ CLASS 410001	16a. VENDOR CODE 866000543	16b. EIN 866000543	17. DUNS 033738662	18. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
19. HOPWA 0308 16/18	b. HOPWA170003	c. HOPWA	d. \$1,336,158.05	e.
20. a. HOPWA 0308 X	b. HOPWA170003	c. HOPWA	d. \$17,306.95	e.
21. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Pima County (AZ)

HOPWA170003-01-00

1. Terms and Conditions_Pima County

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) CFDA # 14.241
TERMS AND CONDITIONS FOR FISCAL YEAR 2017 RENEWAL GRANT
AGREEMENT**

Grantee Name (“Grantee”): Pima County
Unique Entity Identifier (DUNS Number): 033738662

The Notice of Award for Fiscal Year 2017 HOPWA renewal grant that indicates the Grantee in Box 9a and these Terms and Conditions, including any documents incorporated by reference into these Terms and Conditions, shall constitute the entire agreement (the “Agreement”) between the U.S. Department of Housing and Urban Development (“HUD”) and the Grantee. The Agreement is pursuant to the AIDS Housing Opportunity Act (the “Act”), codified at 42 U.S.C. §§ 12901-12912, and regulations for the Housing Opportunities for Persons With AIDS (“HOPWA”) program at 24 CFR part 574 (the “Regulations”). In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

ARTICLE I. Grant Amount

Subject to these Terms and Conditions, HUD agrees to provide a HOPWA grant (“Grant”) to the Grantee in the amount listed on Box 12 of the Notice of Award (“Grant Funds”) to carry out the project described in the Renewal Application and in the approved Form HUD-40110-B Renewal Budget uploaded in GMM.

ARTICLE II. Incorporation of Renewal Application

The Renewal Application uploaded in GMM, including certifications, assurances, and information and documentation required to meet renewal grant award conditions, is incorporated herein as part of the Agreement. In the event of conflict between a provision of the Renewal Application and any provision of this Agreement, the latter shall control.

ARTICLE III. Eligible Use of Grant Funds

The Grantee shall only use Grant Funds to carry out eligible activities as set forth in the AIDS Housing Opportunity Act, Pub. L. 101-625, Title VIII, Subtitle D, as amended, codified at 42 U.S.C. §§ 12901-12912, (the “Act”) and regulations for the HOPWA program at 24 CFR part 574, as of the date of the renewal notice publication, February 16, 2017 (the “Regulations”) and as provided in the Grantee’s approved Renewal Application uploaded in GMM, as may be amended in accordance with Article VIII of these Terms and Conditions of the Agreement.

ARTICLE IV. Compliance with Program Requirements

- A. The Grantee shall comply with all applicable program requirements. Such program requirements include the Act, Regulations, Notice CPD-2017-02 (*“Procedural Guidance for Fiscal Year 2017 HOPWA Permanent Supportive Housing Renewal Grant Applications”*), other program directives, HUD Handbooks and Notices, and any other applicable Federal requirements.
- B. Other applicable Federal requirements with which the Grantee must comply include, but are not limited to:
1. 2 CFR part 200 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”);
 2. Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135 (“Economic Opportunities for Low- and Very Low-Income Persons”);
 3. 31 U.S.C. 1352 and 24 CFR part 87 (“New Restrictions on Lobbying”);
 4. Requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier and the System for Award Management (SAM) database, including Appendix A to 2 CFR part 25; and
 5. Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended, and Appendix A to 2 CFR part 170 (“Reporting Subaward and Executive Compensation Information”).
- C. The Grantee shall comply with requirements of sections V.C. of the Fiscal Year 2017 General Section, including the Drug-Free Workplace requirements in Section V.C.11.

ARTICLE V. Subawards

The Grantee shall comply with 2 CFR 200.331, when making a subaward, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government (“Project Sponsor”). The Grantee shall provide a Project Sponsor with information in writing on all requirements to which the Project Sponsor is subject so that the subaward is used in accordance with the Act, Regulations, other program requirements, and these Terms and Conditions of the Agreement. The Grantee must ensure that its Project Sponsor(s) agree in writing to comply with the Act, Regulations, other program requirements, and these Terms and Conditions of the Agreement in carrying out activities under the Grant.

ARTICLE VI. Financial Management

- A. Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project

Sponsor is in compliance with program requirements.

- B. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.
- C. A request by the Grantee to draw down Grant Funds under the IDIS system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with these Terms and Conditions of the Agreement.

ARTICLE VII. Allowability of Pre-award Costs

- A. Pre-award costs may not be incurred except in accordance with 2 CFR 200.458, including the requirement that the Grantee obtain HUD's written approval.

ARTICLE VIII. Amendments

- A. Amendments to the Agreement, including amendments to the Renewal Application, may only be made in accordance with 2 CFR part 200, 24 CFR part 574, and Notice CPD-2017-02 (*"Procedural Guidance for Fiscal Year 2017 HOPWA Permanent Supportive Housing Renewal Grant Applications"*).
- B. Except for amendments for which Grantee is not required to obtain prior HUD approval, the Grantee shall submit a written request through GMM for HUD approval. The effective date of any amendment to this Agreement that requires HUD approval shall be the date of execution in GMM.
- C. Changes to the Grantee's Form HUD-40110-B Renewal Budget must be made in accordance with 2 CFR 200.308.

ARTICLE IX. Performance

Grantee shall:

- A. Carry out, and ensure that any Project Sponsors carry out, eligible activities under the Grant and use Grant Funds as described in the Renewal Application, in accordance with the Act, Regulations, other program requirements, and these Terms and Conditions of the Agreement;
- B. Use at least 51 percent of the Grant Funds awarded under the Agreement to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs;
- C. Comply with and meet the performance measure benchmark outputs and

outcomes established in the approved Form HUD 40110-B Renewal Budget for the implementation and operation of this award;

- D. Ensure that other state, local, federal, or private resources to provide the permanent housing or supportive services portion of the project, as documented in the Form HUD 40110-B Renewal Budget will continue to be available for that purpose throughout the performance period of the Grant;
- E. Maintain documentation in Grantee files that each permanent supportive housing client has a continuous legal right under state/local law to remain in their unit or property and have access to ongoing supportive services provided through qualified providers. Such documentation must include a copy of the standard lease form, sub-lease, or occupancy agreement used for residents of the project, which must be for a term of at least one year and automatically renewable upon expiration, except on reasonable prior notice by either the tenant or the landlord;
- F. If providing security deposits, ensure that such costs are reasonable, limited to not more than two months' rent, and classified as part of the BLI shown as Permanent Housing Placement Costs;
- G. Conduct an ongoing assessment of the permanent supportive housing assistance required by the participants in the program, including annual assessments of their housing situations, and report on the annual achievement of HOPWA client outcome goals in achieving stable housing, reducing risks of homelessness and improving access to care for beneficiaries;
- H. Assure the adequate provision of supportive services to the participants in the program, including support to access health-care, HIV treatment and benefits or other support available under mainstream health and human welfare programs and other public and private resources, as needed. Further, the Grantee shall ensure that Grant Funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made with respect to that item or service: (i) under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (ii) by an entity that provides health services on a prepaid basis;
- I. Commit program income to the Grant in accordance with the addition method at 2 CFR 200.307(e)(2);
- J. Comply with environmental review requirements at 24 CFR 574.510;
- K. *(For Grantees that use Grant Funds for supportive service activities aimed at assisting HOPWA clients with substance abuse treatment):* Comply with federal, state and other applicable laws pertaining to the illegal use of a controlled substance. The Grantee must undertake reasonable steps to ensure that beneficiaries receive appropriate access to

substance abuse treatment and counseling. Admission may be denied, or eviction initiated, for persons engaging in illegal drug activities, where such activities threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Grantees must establish procedures for project ineligibility and evictions;

- L. Obtain a certificate of completion of the HOPWA Oversight Training Curriculum by at least one of its employees within twelve months of the execution of the Agreement. The online training can be accessed at: <https://www.hudexchange.info/trainings/hopwa-oversight-training/>;
- M. Obtain a certificate of completion of the CPD Financial Management 201 Training Curriculum by at least one of its employees within twelve months of the execution of the Agreement. The online training can be accessed at: <https://www.hudexchange.info/news/welcome-to-financial-management-201/>;
- N. If Grantee is providing direct services, obtain a certificate of completion of the Getting to Work Training Curriculum by at least one of its employees within twelve months of the execution of this Agreement. If the grantee does not provide services directly, then the Grantee must ensure that its Project Sponsor(s) must, within twelve months of the execution of the sub-award agreement, obtain a certificate of completion of the Getting to Work Training Curriculum by at least one of the Project Sponsor's employees. The online training can be accessed at: <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers>;
- O. Comply with 2 CFR 200.311 and any disposition instructions that HUD may provide to the Grantee; and
- P. Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE X. Indirect Cost Rate

If Grant Funds will be used to pay indirect costs pursuant to 2 CFR part 200, Subpart E, Grantee shall attach a schedule in the format set forth below as an application note titled "Indirect Cost Rate" in the GrantSolutions Grants Management Module (GMM) as part of the executed Agreement. The schedule shall identify the applicable indirect cost rate(s) (including if the de minimis rate is charged per 2 CFR 200.414) and the direct cost base to which the rate will be applied. Grantee shall not include indirect cost rates for Project Sponsors. The Grantee's indirect cost rate schedule as submitted to GMM is incorporated herein as part of the Terms and Conditions of the Agreement.

Grantee (or Administering

Direct

<u>Department/Agency, if applicable)</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

ARTICLE XI. Records

- A. The Grantee shall maintain all programmatic records and any other documents required under this award in its files for a period of not less than four years in accordance with 24 CFR 574.530. The Grantee shall retain records for a longer period of time when any of the exceptions in 2 CFR 200.333 apply. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.
- B. The Grantee shall maintain records of beneficiary and program activity eligibility, including documentation that evidences compliance with program requirements and these Terms and Conditions of the Agreement. In the case of participant eligibility records, the Grantee shall update records no less than annually.
- C. The Grantee shall comply with 24 CFR 574.440 and all applicable Federal, state, and local laws regarding privacy and confidentiality of health-related information.

ARTICLE XII. Reporting

- A. The Grantee shall submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520. The Annual Progress Report (APR) is due to HUD within 90 days of the end of the designated 12-month period. The APR must be submitted in paper form and must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including race and ethnicity of persons assisted), and actions taken to affirmatively further fair housing.
- B. The Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

ARTICLE XIII. Research and Development

This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

ARTICLE XIV. Contact Information

- A. HUD notifications to the Grantee under this Agreement shall be sent through GMM, unless the Grantee otherwise notifies HUD in writing.
- B. Grantee notifications, including requests for amendments to this Agreement, shall be addressed through GMM.
- C. The Grantee agrees to update GMM account information, including creation of new user accounts for staff working directly with the Grant, when staff changes occur. Instructions for requesting a GMM user account can be accessed here:
<https://home.grantsolutions.gov/home/home/customer-support/getting-started/>.

ARTICLE XV. Default

Default shall occur when the Grantee fails to comply with the Act, Regulations, any other program requirement, or these Terms and Conditions of the Agreement. In the event of a default, HUD may take one or more of the actions in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c).

Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

ARTICLE XVI. Termination

The Grant may be terminated in accordance with 2 CFR 200.339, including for convenience when HUD and the Grantee agree that continuation of the award would not produce beneficial results.

ARTICLE XVII. Award Date and Period of Performance

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date listed in Box 1 of the Notice of Award indicating the execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The term of this Agreement may not begin until the original grant agreement identified in Box 4 of the NOA has expired. The Period of Performance for this Agreement is the date range identified in Boxes 6 and 7 of the Notice of Award.

ARTICLE XVIII. Grant-specific Conditions

The following conditions are put on this grant due to deficiencies in the submitted Renewal Application:

- A. The approved application has several staff activity descriptions in the Descriptive Budget Narrative that are administrative in nature, and therefore are incorrectly aligned to the wrong budget line item. As stated at 24 CFR 574.300(b)(10)(i), each grantee may use not more than 3 percent of the grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsors. The maximum grantee administrative costs allowed for this grant is \$26,912.
- B. The budget 40110B form was not signed upon application submission. The award recipient must resubmit the 40110B form with the Executive Director's signature prior to executing this agreement.

HOPWA

Competitive Application & Renewal of Permanent Supportive Housing Project Budget Summary

Sponsored by the

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of HIV/AIDS Housing**

The information collection requirements pertain to grant application submission requirements which will be used to rate applications, determine eligibility, and establish grant amounts.

Selections of applications for funding under the HOPWA Program are based on the rating factors set forth in the SuperNOFA for Housing and Community Development Programs and the criteria established in the annual HOPWA renewal notice for those permanent supportive housing grantee's seeking renewal funding.

The public reporting burden for the collection of information for the **HOPWA Competitive Application & Renewal of Permanent Supportive Housing Projects Budget Summary** is estimated to average 22 hours. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless that collection displays a currently valid OMB control number. **OMB Approval No. 2506-0133** (Expiration Date: 12/31/2010)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Application Budget Summary (all applicants)

Applicant Name	Pima County Department of Community Development and Neighborhood Conservation	Number of Project Sponsors	1	Plan dates for grant amendment and activities	07/1/2017 thru 06/30/2020
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A.	Eligible Activity	HOPWA Request				Leveraged Funds
		A. Year 1	B. Year 2	C. Year 3	D. Total	
Facility Development (new applications only)	1. Acquisition					
	2. Rehabilitation, Repair & Conversion					
	3. New Construction (for Community Residences and SRO dwellings only)					
Facility Operations	4. Operating Costs for Housing Facility	\$57,219	\$57,219	\$57,220	\$171,658	\$35,915
	5. Leasing					
171658 /3 TBRA	6. Tenant-based Rental Assistance	\$293,263	\$293,263	\$293,263	\$879,789	\$255,000
STRMU	7. Short-term Rent, Mortgage, & Utility Payments to Prevent Homelessness					
Support Services	8. Supportive Services	\$59,658	\$59,659	\$59,659	\$178,976	\$200,316
Other Program Expenses	9. Housing Information Services					
	10. Permanent Housing Placement					
	11. Resource Identification to Establish, Coordinate & Develop Housing Assistance					
	12. Other Housing Costs (please specify in narrative; requires HUD approval)					
	13. Total Program Costs: (total of lines 1-12)				\$1,230,423	
Administrative Expenses	14. Grantee's Administrative				\$36,913	
	15. Project Sponsor's Administrative Costs				\$86,130	
	16. Total HOPWA Request (total of lines 13-15)				\$1,353,465	

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Pima County Department of Community Development and Neighborhood Conservation			
Type:	Grantee: <input checked="" type="checkbox"/> ; Project Sponsor: <input type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/>	Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request				
		Yr. 1	Yr. 2	Yr. 3	Totals:	
Facility Development (new applications only)	1. Acquisition Description:	Budget				
		# of Units				
	2. Rehabilitation/Repair/Conversion Description:	Budget				
		# of Units				
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget				
		# of Units				
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>						
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget				
		# of Units				
	5. Leasing Description:	Budget				
		# of Units				
TBRA STRMU	6. Tenant-Based Rental Assistance Payments Description:	Budget				
		# of Households				
	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget				
		# of Households				
Support Services	8. Supportive Services Costs Description:	Budget				
		# of Households				
Other Program Expenses	9. Housing Information Services Description:	Budget				
		# of Households				
	10. Permanent Housing Placement Services Description:	Budget				
		# of Households				
	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget				
		# of Units				
Administrative Expenses	13. Grantee's Administrative Costs Description: Project Coordination and administration including fiscal management, reporting, and monitoring.	Budget	\$12,304	\$12,304	\$12,305	\$36,913
	14. Project Sponsor's Administrative Costs Description:	Budget				

15. Total HOPWA Request for this Organization

\$36,913

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Southern Arizona AIDS Foundation			
Type:	Grantee: <input type="checkbox"/>	Project Sponsor: <input checked="" type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/> Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request				
		Yr. 1	Yr. 2	Yr. 3	Total:	
Facility Development (new applications only)	1. Acquisition Description:	Budget				
		# of Units				
	2. Rehabilitation/Repair/Conversion Description:	Budget				
		# of Units				
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget				
		# of Units				
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>						
Facility Operations	4. Operating Costs for Housing Facility Description: Property management staff and operating costs for 9 units of permanent housing at SAAF Properties.	Budget	\$57,219	\$57,219	\$57,220	\$171,658
		# of Units	9	9	9	9
	5. Leasing Description:	Budget				
		# of Units				
TBRA STRMU	6. Tenant-Based Rental Assistance Payments Description: Permanent housing rental assistance for 40 units at any point in time.	Budget	293,263	293,263	\$293,263	\$879,789
		# of Households	40	40	40	50
	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget				
		# of Households				
Support Services	8. Supportive Services Costs Description: Housing case management services including assessment and individual service plans, enrollment and referral to healthcare, supportive services and mainstream benefits, support with employment & training resources; limited substance abuse counseling & treatment.	Budget	\$59,658	\$59,659	\$59,659	\$178,976
		# of Households	49	49	49	60
Other Program Expenses	9. Housing Information Services Description:	Budget				
		# of Households				
	10. Permanent Housing Placement Services Description:	Budget				
		# of Households				
	11. Resource Identification	Budget				
	12. Other Housing Costs (approved by HUD) Description:	Budget				
		# of Units				
Administrative Expenses	13. Grantee's Administrative Costs Description:	Budget				
	14. Project Sponsor's Administrative Costs Description: Fiscal management, reporting, HMIS, and program administrative support.	Budget	\$28,710	\$28,710	\$28,710	\$86,130

15. Total HOPWA Request for this Organization:

\$1,316,553

Note: Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item

Transparency Act Compliance

Instructions: Charts 1 and Chart 2 below should be completed for the grantee and each project sponsor. Chart 1 should be completed with the general information requested. Chart 2 should be completed for each sub-contractor (other than your project sponsor/s) who receives over \$25,000.00 per the Transparency Act of 2006 (Public Law 109-282). If the sub-contractor information requested for Chart 2 is not known at the time of application submission, check the unknown check box. If the project is approved, this information will be collected and reported in the Annual Performance Report (APR).

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization Pima County Community Development and Neighborhood Conservation Department, 2797 E Ajo Way			
City Tucson	State AZ	Zip 85713	County Pima
Congressional District of Organization 2 & 3		EIN/TIN of Organization* 86-6000543	Organization's Website Address http://www.pima.gov/ced/
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) City of Tucson and Pima County, AZ			
City and County of Primary Service Area(s) Pima County	Zip Code of Primary Service Area(s) 85713	Congressional District of Primary Service Area(s) AZ Districts 2 & 3	

Chart 2: Sub-contractors receiving \$25,000 or more (Unknown <input type="checkbox"/>)			
Contract Recipient Business Name Address 			
City 	State 	Zip 	County
Congressional District of Contract Recipient 		NAICS Code* 	EIN/TIN of Organization*
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) 			
City and County of Primary Service Area(s) 	Zip Code of Primary Service Area(s) 	Congressional District of Primary Service Area(s) 	

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

Transparency Act Compliance

Instructions: Charts 1 and Chart 2 below should be completed for the grantee and each project sponsor. Chart 1 should be completed with the general information requested. Chart 2 should be completed for each sub-contractor (other than your project sponsor/s) who receives over \$25,000.00 per the Transparency Act of 2006 (Public Law 109-282). If the sub-contractor information requested for Chart 2 is not known at the time of application submission, check the unknown check box. If the project is approved, this information will be collected and reported in the Annual Performance Report (APR).

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization Southern Arizona AIDS Foundation, 375 South Euclid Ave			
City Tucson	State AZ	Zip 85719	County Pima
Congressional District of Organization 2 & 3		EIN/TIN of Organization* 86-0864100	Organization's Website Address http://www.saaf.org
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) City of Tucson and Pima County, AZ			
City and County of Primary Service Area(s) Pima County	Zip Code of Primary Service Area(s) 85705, 85719	Congressional District of Primary Service Area(s) AZ Districts 2 & 3	

Chart 2: Sub-contractors receiving \$25,000 or more (Unknown <input type="checkbox"/>)			
Contract Recipient Business Name Address N/A			
City 	State 	Zip 	County
Congressional District of Contract Recipient 	NAICS Code* 	EIN/TIN of Organization* 	Organization's Website Address
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) 			
City and County of Primary Service Area(s) 	Zip Code of Primary Service Area(s) 	Congressional District of Primary Service Area(s) 	

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

HOPWA Applicant Certifications

The following certified statements are required by law.

The Applicant hereby assures and certifies that:

1. Fair Housing. It will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and implementing regulations at 24 CFR part 1; Fair Housing Act, 42 U.S.C. 3601-3619, which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. Applicant will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(b) It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing. For Indian tribes, it will comply with the Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*), instead of Title VI and the Fair Housing Act and implementing regulations.

(c) It will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 *et seq.*).

(d) It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.

(e) It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 135.11(e).

(f) It will comply with Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701(u)), as amended, and implementing regulations at 24 CFR part 135, which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

(g) It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, which prohibit discrimination based on handicap in federally-assisted programs and activities.

(h) It will comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, and where applicable, the design and construction requirements of the Fair Housing Act.

(i) It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and implementing regulations at 24 CFR part 146, which prohibit discrimination because of age in projects and activities receiving federal financial assistance.

(j) It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

(k) If potentially eligible persons of particular race, color religion, sex, age, national origin, familial status, or handicap are unlikely to be reached, it will establish additional procedures to ensure that interested per-sons can obtain information concerning the assistance.

2. Environmental Requirements. The grantee, its project sponsors and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend HUD or local funds for eligible activities, until the responsible entity (as defined in §58.2) has completed the environmental review procedures required by 24 CFR part 58 and the environmental certification and HUD approval of form HUD-7015.15, "Request for Release of Funds and Certification" (RROF) of compliance with the National Environmental Policy Act and implementing regulations at 24 CFR part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities). HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

3. HOPWA Facility Use Period Requirement. Any building or structure assisted with amounts under this part will be maintained as a facility to provide assistance for eligible persons: (i) for not less than 10 years in the case of assistance involving new construction, substantial rehabilitation or acquisition of a building or structure; and (ii) for not less than three years in cases involving non-substantial rehabilitation or repair of a building or structure.

4. Client Confidentiality. The grantee and project sponsor must comply with the confidentiality requirements, as mandated by Section 856 of the AIDS Housing Opportunity Act and implemented in HOPWA regulation at 574.440: "The Grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any assisted under this part and any other information regarding individuals receiving assistance".

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will refer for prosecution false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

HOPWA Applicant Certifications

Name with Signature of Authorized Certifying Official & Date

Title

Name of Applicant

Pima County Community Development and Neighborhood Conservation Department