



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: August 17, 2020

** = 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:**

Housing Opportunities for Persons with AIDS ("HOPWA") Program

***Purpose:**

The Department of Housing and Urban Development (HUD) awarded the County \$1,355,770.00 for the HOPWA Program which provides housing assistance and support services for people living with HIV/AIDS.

Indirect cost: 10%.

Attachments: AZ-H20003 Grant Agreement and Resolution for the Approval of HUD HOPWA 2020 Renewal Grant Agreement

***Procurement Method:**

Not applicable to grant awards.

***Program Goals/Predicted Outcomes:**

The program's goal is at any point-in-time 60 families living with HIV/AIDS will be assisted with HOPWA resources.

***Public Benefit:**

The program reduces the number of families and individuals living with HIV/AIDS in Pima County to become homeless.

***Metrics Available to Measure Performance:**

Annual Progress Reports are submitted to HUD within ninety (90) days of the end of each 12-month operating period.

***Retroactive:**

Yes. Grant Agreement was received from HUD on 7/1/20. The negative impact of not approving this Agreement is Pima County residents living with HIV/AIDS would not receive housing assistance and supportive services.

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 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): 20-126
Commencement Date: 7/1/20 Termination Date: 6/30/23 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 1,355,770.00

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

***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)?** _____

Contact: Dan Sullivan/Rise Hart

Department: Community & Workforce Development

Telephone: 724-7309

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

RESOLUTION 2020 - ____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
AUTHORIZING THE APPROVAL OF THE HOUSING OPPORTUNITIES FOR
PERSONS WITH AIDS RENEWAL GRANT AGREEMENT FOR FISCAL YEAR
2020-2023 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 Community & Workforce Development Department ("CWD"), administers several federal and local grant programs to benefit low-income, homeless, and certain special needs individuals in Pima County.
2. County has administered the Housing Opportunities for Persons with Aids ("HOPWA") grant since 1990's and renews it through HUD's competitive process.
3. On March 9, 2020, Pima County submitted a renewal application to the U.S. Department of Housing and Urban Development ("HUD") for HOPWA funds for fiscal years (FY) 2020-2023 to assist homeless families living with AIDS. This renewal application named the Southern Arizona Aids Foundation ("SAAF") as a Project Sponsor for HOPWA funds.
4. On July 1, 2020, HUD issued the "Housing Opportunities for Persons with Aids Program Grant Agreement" awarding County, as Grantee, \$1,355,770.00 for FY 2020-2023 under Federal Grant No. AZ-H200003 ("the HOPWA Renewal Grant"). The HOPWA Renewal Grant is attached to this Resolution as **Exhibit A**. The terms of the HOPWA Renewal Grant require County to enter into an agreement with SAAF to conduct certain grant-related activities.
5. It is in the best interests of the residents of Pima County, to accept the FY 2020-2023 HOPWA renewal grant funds being provided under Federal Grant No. AZ-H200003.
6. Under 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

NOW, THEREFORE, BE IT RESOLVED:

- A. The Chairman of the Pima County Board of Supervisors is authorized to execute, as necessary, all applicable federal documents associated with the acceptance of and activities under the “Grant Agreement for the Housing Opportunities for Persons with Aids Program” accepting the FY 2020-2023 HOPWA Renewal Grant. including but not limited to, required HUD budget forms and descriptive grant narratives.
- B. The Director of CWD or his designee is authorized and directed to submit any such documents to HUD, including completing any electronic acceptance, approvals and submissions required by HUD.
- C. The Chairman is authorized to execute any and all agreements with SAAF to conduct certain HOPWA Renewal Grant-related activities.

Passed and adopted, this _____ day of _____, 2020.

Chairman, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

Karen G. Friar

Karen S. Friar, Deputy County Attorney

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program CFDA Number 14.241	U.S. Department of Housing and Urban Development Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Pima County (Arizona) 2797 E AJO WAY TUCSON, AZ 85713-6223	2. Grant Number: AZ-H200003 3. Tax Identification Number: 86-6000543 4. Unique Entity Identifier: 033738662
5. Applicable Renewal Notice: CPD 20-02	6. Grant Amount: \$1,355,770.00
7. Period of Performance Start Date (date listed in box 15) (mm/dd/yyyy)	8. Period of Performance End Date (36 months after the date in box 15)
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached	

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development ("HUD") and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, codified, as amended, at 42 U.S.C. §§ 12901-12912 (the "Act"), and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 (the "Regulations").
- II. The Applicable Renewal Notice listed in Box 5 of this Grant Agreement; the Grantee's approved renewal grant application, which is attached to this Grant Agreement; and any special conditions attached to this Grant Agreement are hereby incorporated into this Grant Agreement; however, in the event of a conflict between a provision of the renewal grant application and any provision of this Grant Agreement, the latter shall control.
- III. Subject to the provisions of this Grant Agreement, HUD will make renewal grant funding in the amount specified in Box 6 above ("Grant Funds") available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD.
- IV. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations (as now in effect and may be amended from time to time at 24 CFR part 574), other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.

- V. The Grantee must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Grantee 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 Grantee will be incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VI. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain all terms and conditions required by 2 CFR 200.331(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1)-(4).
- VII. The Grantee must draw down Grant Funds no less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.
- VIII. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System ("IDIS") or its successor.
- IX. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- X. If the amount in box 6 above exceeds \$500,000, the Grantee must 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.
- XI. The Grantee must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due to HUD within 90 days of the end of each 12-month operating period until all Grant Funds are expended.
- XII. The Grantee must use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs.
- XIII. The Grantee must commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).
- XIV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities. This Article does not apply to a Grantee that is a nonprofit organization.
- XV. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees within 12 months of the execution of this Grant Agreement.
- XVI. The Grantee must update client eligibility records no less than annually.

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

XVIII. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided 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 Grant Agreement 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 Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

10. For HUD (Name and Title of Authorized Official) Kimberly Y. Nash, Director, CPD	11. Signature kimberly.y.nash@hud.gov	12. Date (mm/dd/yyyy) ("Federal Award Date") <small>Digitally signed by: kimberly.y.nash@hud.gov DN: CN = kimberly.y.nash@hud.gov Date: 2020.07.01 13:18:21 -07'00'</small>
13. For the Grantee (Name and Title of Authorized Official)	14. Signature	15. Date (mm/dd/yyyy)


Department of Housing and Urban Development (HUD)
Grant Number: AZ-H200003
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Grant Agreement 2021-2023

Page 3 – SIGNATURES continued

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT



Community & Workforce Development Director

APPROVED AS TO FORM



Karen S. Friar, Deputy County Attorney

Indirect Cost Rate Schedule
(To be added as attachment to HOPWA Grant Agreement)

INDIRECT COST RATE SCHEDULE

Agency/department/major function	Indirect cost rate (%)	Type of Direct Cost Base
Community & Workforce Development Department/to assist Pima County families & individuals with AIDS	10%	Modified Total Direct Costs
	%	
	%	

Instructions: This schedule must include each indirect cost rate that will be used to calculate the Grantee'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 project sponsors.

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 elect 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 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).