DRAFT FOR PUBLIC COMMENT

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Exhibit A:
Executive Summary

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Lead Applicant:
City of Tucson

File Name:
TucPRICEExhAExecSum.pdf

The City of Tucson is pleased to submit this proposal requesting $22,580,923 in CDBG-PRICE funds to support a comprehensive array of activities to preserve and revitalize manufactured housing in Pima County, Arizona. The Tucson-Pima County Regional PRICE Initiative involves a partnership between the City of Tucson Housing and Community Development Department, Pima County Department of Community and Workforce Development, University of Arizona, ROC USA, and Poder Casas Moviles. The Initiative also leverages partnerships with the Tucson Industrial Development Authority and Innovation for Justice.

Pima County is home to more than 47,000 units of manufactured housing; 35% of which are pre-1976 mobile homes. While manufactured housing is not an inherently insecure form of housing, many low- and moderate-income (LMI) households residing in aging, poorly maintained units experience it as such. These challenges are compounded by Arizona's extreme heat and torrential monsoon storms which pose significant threats to life and safety among LMI manufactured housing residents.

Through the Tucson-Pima County Regional PRICE Initiative, project partners anticipate achieving the following:

- Preserve and revitalize up to 300 units of manufactured housing through pre-1976 mobile home replacement and whole-home manufactured housing rehabilitation, energy efficiency upgrades, advanced weatherization, and accessibility improvements. Assisted units are located in a variety of settings ranging from urban manufactured housing communities to single units located in unincorporated and under-developed rural areas of Pima County.

- Preserve two manufactured housing communities by supporting resident acquisition and self-governance through conversion to resident owned communities. A conditional purchase agreement is in place for the first manufactured housing community, Geronimo Estates, and a second will be selected upon award. Selection criteria include health and safety risks, among other criteria to reach manufactured housing residents at greatest need of assistance including older adults, disabled persons, and disparately impacted low-income BIPOC communities.

- Protect up to 500 vulnerable households by providing eviction prevention legal and financial assistance services. Services will include lay legal advocacy and education provided by trained volunteer Community Based Justice Workers (CBJWs) who are certified to provide housing stability legal advocacy by the State of Arizona and supported by Innovation for Justice, a joint legal services initiative of the Universities of Arizona and Michigan. Full legal representation and comprehensive supportive services will be provided by bar-certified attorneys employed by Pima County's Emergency Eviction Legal Services.

- Promote equitable access to and benefit from program activities through targeted culturally specific and linguistically-appropriate outreach and engagement strategies. Targeted outreach will be conducted by Poder Casas Moviles, a Spanish-speaking and culturally specific grassroots organization working to mobilize and assist manufactured housing residents.

Considering the menu of interventions provided and the complex needs of low- and moderate-income manufactured housing residents in Pima County, case examples are provided in Approach section of this proposal and demonstrate the layering capacity of these interventions to address the unique challenges experienced by the target population.

The project team has the demonstrated capacity to deliver proposed services effectively and successfully. The City of Tucson and Pima County provide residential rehabilitation assistance to more than 180 underserved low-income homeowners annually, and Pima County's Emergency Eviction Legal Services team provided legal and financial assistance to more than 2,900 area residents to prevent evictions last year. ROC USA is the leading national organization supporting the conversion of mobile home parks to cooperative resident owned communities. The University of Arizona, a Hispanic Serving Institution, is a key partner in the design and evaluation of the project.

Through the project, the City of Tucson and its partners aim to sustain access to affordable, accessible housing and commit to affirmatively furthering fair housing for manufactured housing residents. The project will utilize deed restrictions and liens to ensure long-term affordability and reduce the chance of housing loss among assisted households. The project budget includes staffing, construction, contracting, legal, and financial assistance costs, and will be leveraged with $2,125,243 in additional funds to benefit assisted households.

Exhibit B:
Threshold Requirements and Other Submission Requirements

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Lead Applicant:
City of Tucson

File Name:
TucPRICEExhBThreshold.pdf

Threshold Eligibility Requirements

Resolution of Civil Rights Matters: Per the Tucson City Attorney's office, the City of Tucson does not have any outstanding civil right matters to be resolved as of the application submission deadline. The City is not the subject of any complaints, grievances, violations or lawsuits related to; the Fair Housing Act, any practice of discrimination or denial of rights, Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act, Violence Against Women Act, or a claim under the False Claims Act related to Fair Housing, non-discrimination, or civil rights generally included in an alleged failure to affirmatively fair housing.

Timely Submission of Application: The City of Tucson submitted this application on or before the due date of June 5, 2024.

Eligible Applicant: This application is being submitted by the City of Tucson in partnership with Pima County (County), the University of Arizona (State), ROC USA (non-profit), and Splinter Art and Community Fund/Poder Casas Moviles (non-profit). The partnership among these entities is documented in the Memoranda of Understanding in Attachment D.

Number of Applications: The City of Tucson is submitting only one application under this NOFO. The City of Tucson and its project partners are not participating in any other PRICE applications within the same geographic coverage area.

Other Submission Requirements

Standard Application, Assurances, Certifications, and Disclosures: Standard Form 424, Assurances (HUD 424-B), Budget Form (424-CBW), Assurances for Construction Programs (SF-424D), Assurances for Non-Construction Programs (SF-424B), Application Disclosure Report Form 2880, Disclosure of Lobbying Activities (SF-LLL), and Certification of Lobbying Activities have all been submitted with this application. The City of Tucson has confirmed that the Federal Assistance Representations and Certifications section of its sam.gov registration has been completed.

Code of Conduct: The most recent Code of Conduct for the City of Tucson Housing and Community Development (HCD) Department is on file with HUD and is compliant with all HUD requirements.

Affirmatively Furthering Fair Housing: A narrative describing the City's adherence to Affirmatively Furthering Fair Housing is provided in Attachment C.

Fair Housing and Non-Discrimination: The City of Tucson and its partners will ensure that all PRICE-funded activities are non-discriminatory and conducted in accordance with federal, state, and local fair housing laws.

Limited English Proficiency: The City maintains a formal Language Access Plan which meets all HUD requirements. All programs, activities and services funded through the PRICE program will be accessible to persons with limited English proficiency. HCD publishes all vital documents (e.g. intake forms, program requirements, agreements) in multiple languages and maintains an on-call contract for document translation and interpretation services. Multi-lingual staff speak English, Spanish, Arabic, and other languages allowing for direct delivery of services in those languages.

Physical Accessibility: All public meetings are held in physically accessible facilities, and reasonable accommodations are provided upon request to ensure equal and full participation by persons with disabilities. Furthermore, any new construction of covered multifamily dwelling and rehabilitation that results in a covered multifamily dwelling funded through the PRICE program will comply with all federal, state, and local accessibility requirements.

Environmental Review: The City of Tucson and its partners will comply with all HUD environmental review requirements required for activities funded through the PRICE program. A Part 58 review will be conducted for soft costs upon award and individual environmental reviews will be conducted for each assisted unit and mobile home park consistent with federal requirements. Additionally, historic preservation reviews will be performed pursuant to Section 106 of the of the National Historic Preservation Act of 1966 (16 U.S.C. 470f).

Affordability: When rehabilitating rental units, HCD will define affordable rents according to HOME rental housing affordability standards. Accordingly, HCD will require property owners to enter into a binding agreement to limit rent on the assisted units for a period of 30 years. The rent can be no more than the lesser of the current fair market rent for a comparable unit as established by HUD or a rent amount that does not exceed 30% of the adjusted income for a family at 65% of the area median income.

HCD will conduct annual monitoring of assisted rental units to ensure rents are consistent with the affordability terms of the agreement. Affordability terms will be enforced through deed restrictions placed on the property at the time of assistance and duly recorded with the Pima County Recorders Office. If an MHC converted to resident ownership includes any persisting rental units, such units shall be subject to the same affordability terms described above.

Other Factors – Preference Points

Minority Serving Institution: The University of Arizona is a key project partner and will provide legal assistance through Innovation for Justice and evaluative services through the Department of Civil and Architectural Engineering and Mechanics. The University of Arizona is a federally-designated Hispanic Serving Institution.

Period of Affordability: Homeownership and rental housing affordability requirements shall be maintained for a period of 30 years. This is described in greater detail in Exhibit D.

Exhibit C:
Need

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Lead Applicant:
City of Tucson

File Name:
TucPRICEExhCNeed.pdf

Note: Throughout this proposal, the term manufactured housing and "MH" are used to refer to all forms of manufactured housing including pre-1976 mobile homes. Likewise, the term manufactured housing community and "MHC" are used to refer to all manufactured housing communities which includes "mobile home parks". The terms mobile home and mobile home park are used intentionally where the discussion exclusively involves pre-1976 mobile homes. All data reported is based on recent U.S. Census, American Community Survey, and Tucson/Pima GIS data unless otherwise noted.

What is your project area and the need for affordable accessible housing within it?

The Tucson-Pima County Regional PRICE Initiative focuses on multiple target areas in Pima County located in Southern Arizona. Pima County spans more than 9,000 square miles bordering Sonora, Mexico on the south. The impacts of the southwest desert climate and extreme heat are exacerbated by endemic poverty. In Pima County, 19.6% of residents live below the poverty rate, 50% higher than the State average of 13.1%. One in four children live in poverty and 60% of children live in a housing cost-burdened household. Black/African American, Indigenous, Hispanic/Latinx, and disabled populations are disproportionately impacted by the region's high poverty rates and affordable housing shortage.

In Pima County, 100,000 residents live in MH which is approximately 10% of both the population and the housing stock. While MH is not an inherently insecure form of housing, it is often experienced as such by low- and moderate-income (LMI) households residing in older, poorly maintained MH units. Of the over 47,000 MH units in Pima County, two-thirds are titled as personal property and nearly 17,000 (36%) were built before 1976. The Target Areas for this proposal have the highest poverty levels in the region coupled with concentrations of MH that significantly exceed the region's 10% average. Using information from the Housing Affordability Index (HAI) and Climate and Economic Justice Screening Tool (CEJST) along with input from University of Arizona researchers and local community development plans, the following Target Areas were selected.

<u>Flowing Wells Neighborhood</u>: Located on the edge of northwest Tucson, Flowing Wells has a population of 27,459 persons and includes both urban and unincorporated areas with residential and industrial zoning mixed together. The 2023 median household income was $32,605; 75.6% of resident households have a household income of less than $75,000. The total number of persons in need of affordable housing is estimated to be 16,915 (61.6%) which includes all persons in households at or below 80% area median income. Among all residents, 25% live below the poverty line; 19% have a disability; and 65% are members of one or more racial/ethnic minority groups. Flowing Wells is home to multiple aging MHCs containing more than 3,792 MH units (65% of all the area's 5,833 residential units). Many of these MHCs are in poor condition. For example, one MHC used generators for nearly 12 months due to power outages caused by substandard electrical infrastructure.

<u>Thrive in the '05 Neighborhood</u>: Located less than 2 miles north of downtown Tucson, Thrive in the 05 - also the focus of the City's FY 2022 Choice Neighborhoods Implementation Grant – is an urban area with a mix of residential and commercial uses. Of the 5,230 residences, 861 are MH units. Homeownership is low with 27% of housing units owner-occupied. There are 663 businesses, many of which are home-based. The 2023 median household income was $28,188; 89.2% of households live on less than $75,000/year. The poverty rate is 28.8% and the neighborhood has higher rates of Hispanic/Latino (58% v. 46%), Black (6% v. 5%), and Native

American (4% v. 2%) residents than the City. The 6,430 persons (58.9%) are estimated to be in need of affordable housing which includes all persons in households at 80% or less of area median income.

Santa Cruz River & Surrounding Area/Interstate 19: Located in predominantly Hispanic/Latinx southwest Tucson, this area has a median household income of $43,220; 78% of households make less than 80% of Area Median Income. One in three residents (31.4%) live below the poverty line. This area includes dozens of aging MHCs containing approximately 2,600 MH units. An estimated 8,612 persons (80%) are need of affordable housing which includes all persons in households at or below 80% of area median income. Of the total population, 45% are members of a racial minority group and 83.7% are ethnically Hispanic/Latinx.

Benson Highway: This area is mostly urban residential with some light commercial uses near the edges. Nearly half the housing stock is manufactured/modular or mobile. The Target Area is just over two square miles in area with a total population of 7,102 living in 2,470 households. This translates into almost 10 persons per acre and 3 residents on average per home. Lots and homes are relatively small. Approximately 72% of the population is at 80% or less of area median income, 14% are disabled, and 30% live below the poverty line. There are an estimated 2,255 MH units in the area. The number of persons in need of affordable housing is estimated to be 5,113 which includes all persons in households at or below 80% of area median income.

In the more rural Target Areas (Benson Highway, outer areas of Flowing Wells), most MH is located outside of MHCs on single parcels, subdivided lots, and colonies. These units face very different challenges than MH located in the City including undeveloped roads and infrastructure, distance from rehabilitation programs and services, and increased rehabilitation and repair costs.

Lack of Affordable Housing Options: There is a significant shortage of affordable housing in Pima County. Once a low-rent/mortgage city, Tucson and the surrounding area have seen a dramatic increase in housing costs since 2017. Rental rates have increased by 40% since 2017 and average home prices hit a record high of $351,910 in 2024 (Redfin, 2024). Today's housing market is out of reach for most LMI households. According to the National Low Income Housing Coalition, there are 8,436 affordable and available rental homes; however, 35,051 extremely low-income households are in need of affordable housing. This results in an affordable housing deficit of 26,615 units to meet the needs of just the most severely cost-burdened households. At the 50% AMI level, there is a deficit of 34,568 affordable units. The lack of affordable units means that 75,000 Tucson households were housing cost-burdened in 2023 representing a 12,000 household increase from 2008 (SALT, 2023).

Given these deficits and the lengthy timelines and high costs associated with traditional site-built multi-family and single-family developments, MH serves as a critical affordable housing resource for low-income residents, particularly for low-income households seeking homeownership opportunities.

Known Hazards: In Pima County, temperatures routinely reach triple digits and in particularly hot years, as many as 1 in every 3 days has a temperature peaking above 100 degrees. During the summer of 2023, daily temperatures exceeded 100 degrees for 53 consecutive days with an average of 107 degrees. MH, particularly lower-quality MH, is not built for such hot and dry conditions. On such days, indoor temperatures easily exceed 90 degrees, and MH residents in Arizona are 8 times more likely to die from heat-related causes. In 2023, 58% of heat-related deaths (excluding deaths of unsheltered persons and migrant border crossers) occurred indoors; 30% of these occurred within MH and RVs which are commonly co-located in Pima County. Unfortunately, climate modeling predicts worsening conditions with an anticipated temperature increase of 8.6 degrees by 2100 (IPCC, 2021).

Aging, Substandard Manufactured Housing: MH units also utilize more energy per square foot than traditional, stick-built homes. Older MH units routinely feature single-pane louver windows, poor or no insulation, thin construction materials, and unsafe electrical systems. These cheap, dated construction methodologies are insufficient to withstand Southern Arizona's cold winter nights, let alone the region's unrelenting summers. As a result, advanced weatherization techniques - such as cleaning, tuning up, and/or replacing HVAC systems; repairing and sealing ducts; insulating the roof cavity and floor with high-quality insulation; and air sealing the mobile home shell - are needed to achieve energy efficiency, climate resiliency, and long-term durability within MH units. When possible, solar energy solutions greatly reduce energy bills thereby improving affordability of the unit.

Health and Safety Issues: MH units often pose risks to health and safety from their initial build. Higher than normal air temperatures within MH units combined with built up humidity play a key role in influenza infection. Poor ventilation systems result in an increase in indoor carbon dioxide, a widely accepted surrogate for other indoor air pollutants. Older MH units were often constructed with materials that contain Volatile Organic Compounds (VOCs). Furthermore leaks and moisture cause mold growth, and off gassing from newly installed materials such as paint, vinyl flooring, and furniture fire retardants contribute to health risks in the home. Exposure to these risks is of considerable concern due to their potential chronic and acute health outcomes.

Aging and poorly maintained MH pose even greater threats to health and safety. Old aluminum wiring poses a fire risk within MH units. Outdated heating technologies are commonplace, and in many MH units, the original heating systems have failed. MH residents heat their units using makeshift approaches such as open oven doors and kerosene space heaters, all of which pose significant fire and safety risks. Because most occupants of aging MH are low-income, financial resources and incentive programs are often insufficient to replace failing systems with more energy-efficient and safe alternatives. Furthermore, most MH residents do not qualify for federal Low-Income Home Energy Efficiency Program (LIHEAP) assistance due to master-metering arrangements that are commonplace in local MHCs.

Is your project within or does it include any communities that meet Distress Criteria?

Each of the Target Areas meets one or two of the Distress Criteria as defined in 12 CFR 1805.201 (area median income is at or below 80% of the MSA and/or 20% or more of the population lives at or below the federal poverty line). In the table below which reflects 2023 ACS and unemployment data, shaded cells denote the Distress Criteria met by each Target Area.

	Tucson MSA	**Flowing Wells**	**Thrive in '05**	**Santa Cruz**	**Benson Hwy**
AMI	52,049	32,605	28,188	43,220	40,598
% AMI	100%	62.64%	54.16%	83.04%	78%
Poverty Rate	19.6%	25%	29%	31%	30%
Unemployment Rate (3.9% Nat'l)	3.7%	9%	7.4%	3.9%	7%

While unemployment is relatively low in Pima County, under-employment is a way of life as demonstrated by the median incomes above and the number of LMI households reported for each of the Target Areas earlier in this section. As a result of these conditions, site-built housing in these areas is mostly unaffordable to LMI households who are living in MH. Market rate rents range from $900 to over $1,500 for a one-bedroom unit (RentCafe, 2024). MH offers LMI households an affordable option, but most MH in these areas are dated and in poor condition.

Does your proposal increase resilience in any disaster-prone areas?

The project Target Areas are not located within a Community Disaster Resilience Zone (CDRZ). However, if extreme heat were to be included in the Stafford Act, it is expected that most, if not all, of Pima County would be considered a CDRZ.

What are the barriers to manufactured housing preservation or revitalization in your area?

Harsh Desert Environment: Located in the Sonoran Desert, Pima County experiences extreme temperatures, intense sunlight, and low humidity. These conditions accelerate the deterioration of poorly constructed MH units, leading to issues such as sun damage, fading, warping, and degradation of building materials. Extreme UV exposure from the high-altitude, clear climate rapidly deteriorates roofing materials. Air and water leaks lead to rot, structural damage, and negative health outcomes for residents. Beyond the heat, Pima County is susceptible to natural disasters including wildfires and flooding. Manufactured homes are more vulnerable to damage from these events, highlighting the need for resilient design and infrastructure improvements to protect residents and their homes.

Aging Infrastructure: Many MHCs in Pima County have aging infrastructure, including roads, utilities, and common areas, and maintaining and upgrading this infrastructure is costly. For many MHCs, the cost of these repairs would be passed on to residents, making their units even less affordable. This deterioration impacts the MH unit and contributes to low quality of life and health for the residents living in them. As a result, many MHCs in Pima County are at risk of failing, and many are being acquired for demolition and redevelopment. This includes a 12-acre MHC in the Thrive in the 05 which was acquired and demolished; currently, half the site is under construction for 44 townhomes. Another MHC, located 1 mile east of downtown Tucson, has fallen into disrepair. Because new zoning permits 14-story development in the area, the MHC is at risk of being acquired and demolished to build high-rise apartments. While new development at this MHC will produce needed housing units in the area, it will result in the dislocation of vulnerable LMI MH residents.

State Preemption on Rent Control and Municipal Tenant Opportunity to Purchase: The State of Arizona prohibits local municipalities from placing limits on lot fee increases or implementing local Tenant Opportunity to Purchase or Right of First Refusal ordinances that would protect MH residents on leased land from large lot fee hikes. Consequently, Arizona municipalities are hard-pressed to find solutions that protect tenants from excessive and successive fee increases.

Stigma and Perception: MH has a stigma when compared to traditional site-built homes. This stigma makes it challenging to revitalize existing MHCs and attract new residents. Many MH and MHCs are co-located in areas of low economic opportunity, near undesired uses (commercial, industrial, manufacturing), and high crime (property and violence). These conditions are common in the Target Areas. In Pima County, negative perceptions and stigmas related to MH exist, but are only valid when observing deteriorated conditions present in a portion current MH housing stock. These perceptions need not be inherent to MH as provide quality affordable housing for LMI persons when properly constructed and maintained.

Affordability, Financing, and Permitting: Financing options for manufactured homes are limited compared to traditional homes, and securing financing to purchase or renovate a manufactured home is particularly difficult for LMI individuals in Pima County. In Arizona, the denial rate for personal property loans for MH is nearly 65%; individuals refused credit through the mainstream market often rely on alternative and sometimes predatory chattel loans. Local data indicates that a high number of financed MH units have high interest rates and could be considered predatory. Even if a household can secure fair financing for an MH unit, Arizona's process to transfer a personal property title for MH to a real property title after permanent affixture is complicated and confusing for LMI residents. In Pima County, two-thirds of MH units are located outside of MHCs and the majority (52%) are still personal property despite being permanently affixed. As a result, these households do not have access to the capital and equity associated with real property.

Divided Ownership Structures: MH residents in Pima County often own their home, but rarely own the land beneath it. If a property owner raises the rent or sells the land, many MH residents lack the resources to relocate their unit. Furthermore, many MH units are unsafe to move and would not withstand relocation. In such cases, residents commonly lose their homes to demolition and are forced into an unaffordable rental market. These challenges are exacerbated by corporate and private investors who are attracted to MHCs because of the steady cash flow derived from LMI tenants with very limited housing options.

Low Resident Capacity to Organize or to Self-Govern an MHC: In commercially owned MHCs in Tucson, the MHC owner controls the lot rent and community rules. The owner also controls the condition of the roads, water, electric, waste-water systems and landscaping. Many of MHCs are on a sitewide meter, which means the MHC owner divides electrical bills out to tenants. This significantly reduces tenants' access to low-income utility discount programs. Low-income residents in the Target Areas lack the resources to pay for legal advice, representation or consultation in cases of eviction or disputes, and most are unaware of the legal resources available and/or the process to initiate or manage a resident-owned community. Without pro-active engagement, these MH residents are unlikely to pursue resident ownership opportunities that would increase their housing stability and protect them from being priced out of the properties they call home.

Barriers Experienced by Protected Classes: The City of Tucson's Analysis of Impediments to Fair Housing identifies specific barriers to safe, affordable, and accessible housing opportunities experienced by members of protected classes. The most recent analysis outlined the following barriers experienced by protected classes in the region: 1) housing discrimination, 2) lack of education regarding fair housing protections, 3) geographic concentrations of LMI minority households, 4) lending discrimination, 5) accessibility, 6) unfamiliarity with fair housing monitoring and reporting resources, and 7) limited enforcement of fair housing ordinances.

These challenges are exacerbated for LMI MH households which often lack regular internet access, live in rural areas with limited housing assistance resources, and include older adults and disabled persons with unique access challenges. A recent paper by University of Arizona professor Dr. Mark Kears found that social vulnerability and barriers to safe, affordable, housing opportunities are disproportionately experienced by members of protected classes including non-citizen Hispanic/Latinx households with children, older adult households, single-parent female headed households, and female-headed households living in older MH.

Based on CEJST and GIS data, the predominant protected class group within the Target Areas are Hispanic/Latinx LMI households. In the majority of the Target Areas, 50% or more of the population is Hispanic/Latinx. Furthermore, CEJST data reveals high concentrations of linguistically isolated households in which no one over the age of 14 speaks English well. While MH poses an affordable option for the elderly, people with disabilities, and other protected classes, the units available to them are too often not physically accessible or safe for habitation.

Residents of older MH are a microcosm of the at-risk population for heat emergencies: the poor, those living on fixed incomes, the very young and the elderly, people with disabilities, people who live alone and BIPOC communities. At-risk MH residents face numerous barriers when it comes to staying safe during extreme heat events in Pima County. These include process barriers (e.g. limited internet access, complicated application processes) as well as financial barriers such as high utility costs, rising lot rents, and the inability to pay for the repair and/or replacement of existing utility systems. These challenges are compounded for members of protected classes who face additional linguistic, cultural, and accessibility challenges.

Exhibit D:
Soundness of Approach

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Lead Applicant:
City of Tucson

File Name:
TucPRICEExhDSoundness.pdf

SUBFACTOR 1: PROJECT DESCRIPTION, MANAGEMENT, AND IMPACT

What are your vision and goals?

The vision for this project is to create an environment where MH residents have equitable access to high-quality, affordable, secure, energy-efficient, and healthy housing. To accomplish this vision, the City and its partners established the following primary goals:

1) Preserve and revitalize existing MH and MHCs through acquisition and infrastructure upgrades, resident ownership, residential rehabilitation assistance, and accessibility modifications.
2) Increase resilience to extreme weather and environmental hazards, and protect the health and safety of MH residents by providing advanced weatherization assistance (residential rehabilitation), removing and abating toxic materials, and installing ongoing mechanical monitoring equipment to test air quality, humidity, thermal conditions, and other factors in assisted MH units.
3) Promote homeownership opportunities and resident controlled sustainable communities by supporting the acquisition, redevelopment, and conversion of two investor-owned MHCs to resident owned communities, and providing access to debt capital for non-MHC land acquisition.
4) Maintain housing stability and prevent displacement of low- and moderate-income MH residents through comprehensive legal education and advocacy, direct counsel, and arrearage assistance.

These goals will be achieved through a comprehensive array of activities and services carried out by project partners including:

<u>Resident Owned Community (ROC) Conversions</u>: Using PRICE funding, two MHCs will be converted from investor ownership to ROCs. HCD, working with ROC USA, will assist Geronimo Estates Mobile Home Village (Geronimo Estates) residents with acquiring and upgrading their 31-unit mobile home park in Central Tucson. Infrastructure improvements include water/sewer line reconstruction of existing clay pipes, electrical system upgrades and submetering, and roadway improvements. Acquisition and infrastructure upgrades will be funded using a combination of PRICE-funded mortgage buydown assistance and debt financing from ROC Capital USA at 6.75% for a 10-year term. HCD and partners will select a second MHC for resident ownership conversion by the third year of the performance period using the defined selection criteria. A forgivable 30-year affordability deed restriction will be placed on converted MHCs to preserve affordability in the immediate and long-term.

<u>Targeted Residential Rehabilitation</u>: Up to 300 manufactured housing units will be rehabilitated or replaced through the PRICE program. Advanced weatherization, solar energy efficiencies, and efficient electrification upgrades promote affordability and climate resiliency while reducing overall housing costs for low-/moderate-income (LMI) households. These upgrades will be coupled with major system rehabilitation, as needed, including roofing, HVAC, and plumbing, plus accessibility improvements for persons with disabilities. Residential rehabilitation activities will be targeted to three audiences in the Target Areas which are listed in priority order: 1) LMI owners residing in MHCs identified for ROC conversion, 2) other LMI owners living in or

outside of MHCs, and 3) investor-owners renting MHs to LMI households. Pre-1976 units will be replaced. For post-1976 units, a return on investment (ROI) evaluation will determine whether replacement is more cost effective than rehabilitation. Replacement units will be acquired through local/national supply chains and/or donated MH units through existing County partnerships. For rehabilitation activities, a forgivable lien will be placed on the MH; for replacement activities, LMI owners will be given mortgage buydown assistance and low-interest financing through the Tucson Industrial Development Authority (IDA). Affordability of these units will be preserved in the immediate and long-term by placement of 30-year forgivable liens on pre-1976 replacement units, and 10-year forgivable liens on rehabilitated owner-occupied units. Liens will be forgiven at the end of the affordability/restriction period and repayment will be waived in the event of resale at affordable rates as determined by HCD using HOME affordability standards.

Eviction Prevention – Legal and Arrearage Assistance: Eviction prevention services will be provided through a partnership approach. Community Based Justice Workers (CBJWs) will provide lay legal advocacy and limited scope legal advice. CBJWs, supported by Innovation for Justice, are certified volunteers that must complete approximately 65 hours of training and pass Arizona's Housing Stability Legal Advocate certification exam. Pima County Emergency Eviction Legal Services (EELS) will provide direct legal representation and holistic housing counseling/supportive services to prevent and respond to eviction and improve tenant outcomes across the eviction continuum. EELS partners with the local Consolidated Justice Court to share real-time data on eviction filings and embeds trained legal navigators within the court. This allows EELS to directly contact each MH tenant facing eviction to offer services and initiate enrollment. EELS attorneys provide free counsel up to and including full representation to eligible LMI tenants facing eviction. EELS employs a trained social worker and support staff to work with vulnerable MH tenants for whom eviction is imminent. EELS also provides low-barrier, non-congregate shelter including food and wrap-around services for evicted tenants with no other housing resources. It is expected that up to 500 households will receive eviction prevention assistance.

Consistent with 'subsistence payments' under CDBG, arrearage assistance of up to 90 days will be provided, when necessary, to prevent the eviction of MH tenants participating in EELS' holistic eviction prevention services. Arrearage payments will be conditional upon evidence of ongoing financial capacity to maintain the MH unit to ensure that such payments prevent, rather than delay, eviction. Arrearage assistance is provided in tandem with the holistic supports and may include coordinated service linkages to mainstream financial assistance, employment, financial literacy, and housing counseling services provided by Pima County to promote long-term housing stability.

Access to Capital: Through its partnership with the Tucson Industrial Development Authority (IDA), the project will unlock capital access for LMI MH tenants. Specifically, $10M in debt capital obtained through the federal CDFI fund will be leveraged, conditional upon award, to support additional ROC conversions in the region, to support land/lot purchases through low-interest mortgages, and to finance MH replacement activities which will be delivered through the project using a cost-sharing approach in which CDBG-PRICE project subsidies are paired with low-interest loans to replace pre-1976 MH units at affordable rates. For example, an MH resident household with a total replacement cost of $200,000 may receive $100,000 toward that cost in the form of a grant and $100,000 in the form of a low-interest loan from the Tucson IDA.

<u>Healthy Home Monitoring:</u> The project will partner with the University of Arizona College of Civil and Engineering Mechanics to conduct healthy home monitoring through which assisted units will be installed with mechanical monitors testing for Volatile Organic Compounds (VOCs), air quality, thermal conditions, humidity, and other factors. The purposes of Healthy Home Monitoring are twofold: 1) to ensure that individual assisted residents are not exposed to unhealthy chemicals through the rehabilitation process and 2) to measure the reduction in sick building syndrome risks associated with low-quality MH. Mechanical monitoring will be paired with follow-up surveys measuring participant health and well-being before and after rehabilitation activities.

<u>Innovative Approaches:</u> Proposed activities build on research by the Universities of Michigan and Arizona regarding improved energy efficiency and livability of manufactured housing through a combined approach of clean solar energy, weatherization, and major system rehabilitation including HVAC and efficient electrification upgrades. At one MHC selected for conversion, HCD hopes to pilot the *Home Run* whole-home rehabilitation upgrades piloted by the University of Arizona and FunForm where manufactured homes are rebuilt from the chassis up with a focus on creating energy-efficient, solar-powered homes with sufficient capacity to eliminate electric bills and produce passive income for MHC resident-owners. If the *Home Run* model is approved by MHC residents, contractors will deconstruct homes on-site, salvage recyclable and reusable materials, and use foam panels manufactured off-site to improve weatherization at a lower cost than traditional methods. The re-enforced structures are more secure and durable, and capable of supporting rooftop solar panels.

<u>National Objective Eligibility:</u> All activities to be funded through this proposal support the CDBG national objective of benefiting low- and moderate-income persons. Income eligibility will be ascertained prior to providing assistance. Each proposed activity is listed below along with the eligible CDBG LMI benefit detail and corresponding CDBG Matrix Code(s).

<u>ROC Conversions</u>: LMI Housing Benefit: 03R Asbestos Removal, 03Z – Other Public Improvements, 04 – Demolition and Clearance, 05P – Screening for LBP/Lead Hazards, 08 – Relocation, 14B – Rehabilitation Multi-Unit Residential. 51% or greater of residents will be low-/moderate-income.

<u>Eviction Prevention</u>: LMI Limited Clientele Benefit: 05K – Tenant/Landlord Counseling, 05Q – Subsistence Payments, 05C – Legal Services. 100% of recipients will be low-/moderate-income.

<u>Targeted Residential Rehabilitation</u>: LMI Housing Benefit: 14A – Rehabilitation Single-Unit Residential, 05P – Screening for LBP/Lead Hazards, 08 – Relocation, 03R Asbestos Removal. 100% of recipients will be low-/moderate-income.

<u>Regional Multi-Site Characteristics:</u> Using a regional multi-site approach, this proposal targets two mobile home parks (Geronimo Estates and a second mobile home park to be selected after award) and single MH units that are all located in the identified Target Areas. Each Target Area was selected for community reinvestment because of the presence of concentrated poverty and deteriorating MH and MHC conditions.

Within these Target Areas, in identifying MHCs for conversion potential, HCD will consider a park's likelihood to fail without intervention (due to limited revenue, owner disinvestment, and other factors), condition of MH units within the MHC, need for infrastructure improvements, density of LMI households in the MHC (at least 70%), the owner's interest in selling and residents' interest and capacity to acquire the property through a blend of mortgage buydown assistance and low-interest debt financing provided by the Tucson IDA. Geronimo Estates in Central Tucson was selected based on this criteria, and additional parks for conversion will be assessed using the same criteria.

For rehabilitation/replacement work, individual units within the Target Areas (outside of the park conversions) will be selected based on the following priorities centered on health and safety: 1) the presence of children, elderly, and disabled persons within the home; 2) age and condition of the home and its major systems; and 3) presence or imminency of total failure for systems posing significant life and safety risk (e.g. HVAC, plumbing, etc.)

Current Landowners: Alope, LLC, the current landowner of the Geronimo Estates has entered into a conditional purchase agreement with ROC USA to sell the property for conversion to a resident owned community upon receipt of CDBG-PRICE funds. The landowners for any additional sites will be required to participate with the project team and provide accurate reporting of site needs, coordinate acquisition, and communicate with residents regarding CDBG-PRICE activities. In the event that the project assists an investor-owned MHC that will not be converted to resident ownership, the owner(s) shall agree to affordability terms provided for in this proposal and to long-term compliance monitoring by the project team.

Which eligible activities will you use to address the need(s) described in Exhibit C?

Activities to Address Existing Needs: The table below identifies the specific needs discussed in Exhibit C and how they will be addressed through each of the project activities.

ACTIVITY	NEEDS ADDRESSED
Mobile Home Park Conversion	Long-term affordability preserved by establishing resident ownership of the land, improved living conditions as a result of infrastructure upgrades, decreased risk of financial exploitation by property owners, community-level upgrades increase property values and result in wealth-building for homeowners.
Rehabilitation & Replacement Activities, Healthy Home Monitoring	Decreased incidence of heat-related deaths, improved housing conditions, decreased risk of illness associated with sick building syndrome, decreased safety risk, improved physical accessibility, improved weatherization, and climate resiliency.
Eviction Prevention: Legal & Financial Assistance	Decreased risk of financial and legal exploitation, prevention of asset loss and retention of MH ownership, decreased risk of eviction and housing impermanency, increased knowledge of legal rights and protections.

This menu of interventions is ideal for the Target Area because they are customizable to the different situations in which individual MH residents live and result in improved living conditions for them. This flexibility is essential to effectively improve MH conditions throughout Pima County, including rural and Tribal areas, and urban and suburban environments. By piloting two forms of rehabilitation intervention (whole MHC vs. individual unit) and including ongoing benefit monitoring, HCD and its partners will be able to test different approaches to understand which tools result in maximum community impact and can target future CDBG and other resources toward the most effective approach or approaches.

The project's focus on energy efficiency and climate resiliency through advanced weatherization techniques and HVAC system upgrades are ideal for the region's climate where more than 100 persons die annually due to heat-related exposure in MH units. The incorporation of energy-efficient features into whole home rehabilitation will improve affordability, decrease heat-related risks, and promote long-term housing stability.

The inclusion of holistic legal services - both lay legal advocacy and formal representation - is designed to meet the needs of monolingual Spanish speakers who may be unfamiliar with and/or uncomfortable accessing traditional legal services. The use of CBJWs will build comfort and confidence in the legal systems among LMI households with the goal of connecting them to formal legal representation as needed to avoid eviction.

Considering the complexities of needs addressed through this proposal and the potential layering of various services to be provided to address those needs, HCD provides the following examples of the types of households that will be assisted through this project:

"Margarita" is a 72-year-old woman residing in an urban Tucson MHC. She lives alone in a 1982 manufactured home and speaks limited English. She has no heating or cooling and poor insulation. The MHC in which she resides has raised her rent twice in the past 18 months and, while her Social Security funds are sufficient to maintain the monthly rent, a recent vehicle repair caused her to fall behind. Through the program, Margarita could receive pro bono legal assistance and 90-day arrearages to prevent eviction, Spanish language legal advocacy, and no-cost rehabilitation to address HVAC and weatherization needs.

"Phil and Nancy" are a moderate-income married couple residing on an unimproved subdivided lot in rural Pima County. Their aging manufactured home has "soft spots" in the flooring, louver windows, poor insulation, and they are using a kerosene heater in the winter. They have evaporative cooling which has led to moisture and mold growth throughout their home. Phil requires the use of a wheelchair. Through the project, Phil and Nancy will benefit from whole-home rehabilitation or MH unit replacement. Based on their income, they would be eligible for a low-interest loan provided by the Tucson Industrial Development Authority (IDA) and mortgage buy down assistance paired with PRICE grant funds to replace their home. If they are unable to afford a partial loan, whole home rehabilitation would be provided including advanced weatherization, flooring replacement, mold abatement, the installation of HVAC, and two solar panels placed on their carport for added utility savings.

"Theresa" lives in an urban MHC with an aging infrastructure. She and other residents have experienced rental increases of more than 50% in recent years with no property improvements from the out-of-state investor-owner. More than 15% of tenants have been evicted due to non-payment of rent. The property is master-metered with no vegetation and limited amenities. Through the program, Theresa and her neighbors could benefit from opportunities to acquire and redevelop the MHC as a ROC. Program assistance would include acquisition, infrastructure upgrades (roadways, sewer/water, etc.) and introduction of vegetation to reduce heat island effects and improve livability. LMI households residing within the MHC would additionally benefit from residential rehabilitation assistance to address housing deficiencies based on individual need, and tenants at risk of eviction could be supported by the program's comprehensive eviction prevention services.

Ensuring Housing Stability for Displaced Residents: If MH residents are displaced due to eviction, Pima County will provide emergency shelter support and wraparound services through the EELS program. These evicted households will receive support to relocate their MH unit to another community site to regain housing stability. Relocation assistance will be provided using CDBG-PRICE eviction prevention financial assistance and/or leveraged community resources. Relocation assistance will be individualized to the needs and financial capacities of each household to ensure long-term ground/lot rents are affordable based on the households' income, thereby promoting long-term housing stability.

Reservation of Units: Because HCD does not and will not own assisted units, no units will be set aside for households assisted through other HUD programs; however, HCD provides a comprehensive array of HUD assisted housing including HCV and HCV-lookalike programs and homelessness prevention programs. Program beneficiaries will be made aware of and referred to these resources in such instances that they are eligible and in need of long-term rental assistance.

What is your timeline and key tasks along that timeline?

Planning Process: The following planning and implementation process is grounded in HCD and its partners experience in administering large-scale projects similar to those proposed:

- Months 0-6: Execution of grant documents and subawards; recruitment, hiring, training of project team; development of outreach and community engagement collateral; project kickoff planning; outreach and community engagement activities begin; contractor recruitment and training; planning and acquisition process initiated at Geronimo Estates.

- Months 7-12: Resident ownership conversion begins at Geronimo Estates including environmental assessments and infrastructure evaluations; start of infrastructure upgrades and rehabilitation/replacement work at Geronimo Estates; applications for residential rehabilitation and replacement accepted; residential rehabilitation and replacement begins based on priority list; first cohort of CBJWs trained; eviction prevention services start.

- Months 13-36: Ongoing delivery of rehabilitation/replacement activities at rate of 40-50 units per year; infrastructure upgrades and rehabilitation/replacement completed at Geronimo Estates; second park for ROC selected; eviction prevention services continue at rate of 75-100 households/year; second and third cohorts of CBJWs trained.

- Months 37-60: Ongoing delivery of rehabilitation/replacement activities at rate of 40-50 units per year; acquisition, infrastructure improvements, and rehabilitation/replacement completed at second ROC site; eviction prevention services continue at rate of 75-100 households/year; fourth and fifth cohorts of CBJWs trained; sustainability planning begins.

- Months 61-72: Rehabilitation/replacement activity completed; eviction prevention services continue at rate of 75-100 households/year; sustainability planning completed; final evaluation completed; final reporting and grant closeout activities completed.

Cascading Approach: The project does not propose to use a cascading approach.

What is your budget?

Grant Request	**Amount**	**How Funding Will be Provided**
CDBG-PRICE	$22,580,923	PRICE competition
Leverage Source	**Amount**	**How Funding Will be Provided**
CDFI Fund (ROC Capital)	$525,307	Debt capital
CDBG (City of Tucson)	$600,000	Federal program funds
CDBG (Pima County)	$450,000	Federal program funds
TEP Weatherization Funds (Pima County)	$120,000	Corporate Funds
Southwest Gas (Pima County)	$30,000	Corporate Funds
LIHEAP Weatherization Funds (Pima County)	$120,000	Federal program funds
Innovation for Justice	$127,296	In-Kind
Volunteer Hours	$152,640	In-Kind
TOTAL LEVERAGE	**$2,125,243**	**9% of CDBG-PRICE Request**
TOTAL BUDGET	**$24,706,166**	

Support and Sustainability Plan: CDBG-PRICE funds will be used to support mortgage buydown and infrastructure improvements at ROC conversion sites and other assisted parks; residential rehabilitation and replacement activities; and eviction prevention assistance as needed to prevent housing loss. Leveraged funds include CDBG entitlement funds for residential rehabilitation/replacement activities; in-kind support for legal advocacy and education services; and debt capital for acquisition, redevelopment, and mobile home replacement activities.

During the performance period, the project team will advocate with the Arizona Department of Housing to establish an MH rehabilitation and replacement set aside in the State Housing Trust Fund to continue CDBG-PRICE funded activities. If the set-aside does not occur, all activities will continue but at a reduced scale using the leveraged funding sources identified above and other funds. HCD will partner with local investors, including the Community Investment Corporation and the Tucson IDA to sustain and expand the low-interest loan programs developed through the project. CDBG funds will be used to support manufactured housing rehabilitation and replacement as funding permits, Emergency Solutions Grant and Community Services Block Grant funds will support eviction prevention services, and State resources will continue to fund CBJW training and support.

What are the projected impacts of your activities if implemented?

Access to Quality Affordable Housing: One in three MH residents in Pima County live in pre-1976 mobile homes; and newer MH units still lack the necessary advanced weatherization and durability to provide long-term affordable, quality housing environments. Proposed MH improvements will provide LMI households with superior units that are more affordable than other rental or homeownership alternatives. As previously described, the impacts of the MH improvements will be quantified through mechanical sensors installed in each home for remote evaluation of thermal conditions, humidity, carbon dioxide, and other considerations. More than a simple repair, the proposed project will transform substandard housing into healthy, climate resilient, quality homes. Residents of ROC conversions will gain access to full homeownership inclusive of their unit and the land on which it sits, ensuring long-term affordability plus an avenue for family wealth-building.

Resiliency of Manufactured Homes: Rehabilitation and replacement activities will significantly increase the resiliency of the assisted manufactured housing. Specific benefits include improved weatherization and climate resiliency, energy efficiency, roofing and structural improvement, efficient electrification, HVAC installation, and solar installation (where supported by existing or replacement structures). Together, these renovations will prolong the lifetime of aging units and improve overall livability and resident health.

Enhancements to MHCs: Enhancements to Geronimo Estates will include interior road/driveway improvements, city sewer improvements, utility submetering, and beautification activities. For the second to-be-identified ROC conversion site, it is anticipated that similar infrastructure improvements will be made as well as solar installation and other upgrades to reduce homeowner expense and promote quality, suitable living environments.

Availability of Unsubsidized Affordable Housing: The project will retain up to 300 units of naturally occurring affordable manufactured housing through repair and replacement activities. The project will utilize liens and deed restrictions to ensure the continued affordability of such units for periods of 10 to 30 years.

Overall Benefit to Community: The project will produce significant community benefits in the Target Areas. The project anticipates preventing up to 500 MH evictions, which reduces the demand on limited existing eviction prevention resources and limits inflow to the homelessness assistance system. ROC conversions will produce high-quality communities as part of larger-scale community reinvestment initiatives within those areas, and the improvement of individual MH units will reduce community eye sores and promote increased property values. Renovated and replaced MH units will improve health, decrease fatalities, and decrease energy usage. Solar electrification will reduce carbon footprints twelve to twenty-fold when compared to natural gas, propane, and coal.

SUBFACTOR 2: AFFORDABILITY AND EQUITY

How will you ensure the availability of affordable manufactured housing options to LMI households?

Approach to Affordability and Wealth-Building: HCD will employ three strategies to ensure availability of manufactured housing options to LMI households.

First, through the conversion of Geronimo Estate MHC to an ROC, equity and affordability will go hand in hand. According to the Manufactured Housing Institute, over one-third of new MH units are placed in MHCs where homeowners lease the land underneath their home. This makes MH more affordable, but also limits wealth-building potential and the stability of ownership. In the ROC, residents will have the opportunity to own the land and the manufactured unit, thereby building wealth through the equity benefit of lot ownership, control of utility costs, and avoidance of possible relocation and increasing rents.

Second, HCD will identify an additional MHC conversion using a housing cooperative approach - if an MHC owner is open to selling the land, residents form a cooperative to buy it. To finance the purchase, the cooperative will work with HCD as the buyer in advance of the MHCs purchase. In several states, ROC USA acts as the lender. Residents then pay back the loan via their monthly lot/membership fee. The cooperative sets the rent amounts and MHC rules by democratic vote. Resident ownership of MHCs represents promising approaches for overcoming the limitations of standard MHCs and helping homeowners in such communities maintain housing stability, build wealth, and strengthen their ties to their neighborhood.

Thirdly, the City and County will make rehabilitation repairs and improvements that will help to increase values in personal and real property assets and help LMI households remain in their unit.

Encouraging Lot Ownership: In addition to the potential for more stable rents, resident ownership models also open up more financing options for homeowners. If the homeowner owns a share of the land, they can secure a real property title, which enables them to obtain a secure, affordable mortgage rather than a higher-interest personal property loan on the MH unit. Under Arizona law, a title to an MH must initially be in the form of a Certificate of Title issued by the Arizona Motor Vehicle Division of the Department of Transportation (ADOT). The owner of the MH unit must surrender to ADOT the original Certificates of Title or manufacturer's statement of origin to a permanently affixed manufactured home, and ADOT will issue a receipt for the documents surrendered. The Certificate of Title to an MH unit may be cancelled if the home is permanently affixed and an affidavit of affixture has been recorded with the county recorder's office. Once this has occurred, the MH unit will be assessed as real property and will be considered for all purposes to be a fixture and a real property improvement.

The ROC model offers LMI homeowners long-term security of tenure on the land through perpetual lot leases for ROC members and more affordable monthly housing costs. Both benefits empower LMI homeowners to build wealth through appreciation in home and property values and pride in homeownership.

Affordability Period and Promotion to LMI Households and Protected Classes: Guided by the Fair Housing action plan, HCD affirmatively markets its services to subpopulations least likely to apply for assistance in the absence of such outreach through targeted mailing, print, online, and mass media advertising. Additionally, HCD conducts neighborhood canvasing using internal staff and/or contracted outreach services in target neighborhoods as identified in the Fair Housing action plan. Advertising is conducted in English and Spanish, and all program materials offer the option of language translation and alternative media formats (e.g. large print). HCD collects and routinely evaluates applicant and participant data to identify and address disparities in program delivery.

To ensure long-term affordability, HCD is utilizing multiple approaches including utility savings through energy efficiency, placement of forgivable 30-year affordability deed restrictions on converted MHCs, placement of 30-year forgivable liens on pre-1976 replacement units to preserve affordability in resale, and placement of 10-year forgivable liens on units assisted with residential rehabilitation.

What protections will be in place for residents?

Tenant Site Lease Protections: In the MHC conversion to an ROC, residents will transition to being members of the ROC and have a right to occupy a lot as long as they are in compliance with the ROC occupancy agreement. The monthly membership/lot fee, initially established by the corporation membership, may only be increased by a majority vote of the membership. MH owners seeking to reside in the ROC must apply for membership and be approved by the Board of Directors. The Board of Directors and individual officer positions are elected by the membership.

Residents' protections in the ROC will meet or exceed those protections set forth by Fannie Mae and Freddie Mac, a comparison is listed below.

Resident Protections	
Fannie Mae/Freddie Mac	**ROC Members**
One-year renewable term for the site lease	Right to occupy a lot as long as they in are in compliance with the occupancy agreement
30-day written notice of rent/ fee increases	60-day written notice of lot fee increase
5-day grace period for late rent/fee payments	15-day warning of non-payment
Sell the MH unit without having to move it out of the MHC	Right to sell without moving. Seller responsible for disclosing ROC membership requirements
Sublease the MH unit or assign the site lease to a buyer, provided the buyer meets the minimum MHC rules and regulations and credit quality for financing	Approval required by Board of Directors
Post "for sale" signs on the MH unit provided the signage complies with the MHC rules and regulations	Follows parameters approved by the Board of Directors
Sell the MH unit in place within 45 days after eviction	Receive at least 45 days upon written notice from Board of Directors to sell MH unit
Receive at least 60 days' notice of any planned sale or closure of the MHC	Receive 60-day written notice of any planned sale or closure of the MHC

Protections from Adverse Actions: A ROC member may only be terminated or expelled from the community by the Board of Directors. A member will be given written notice of the adverse charges of noncompliance with the ROC occupancy agreement. If the issues are not resolved, the member may be evicted. A member will have the right to appeal the decision at the next scheduled membership meeting and will be given a reasonable opportunity to be heard either in person or by their attorney. This model is comparable to a traditional Homeowners Association and offers significantly improved protections compared to traditional lot rental which can be non-renewed at the end of any lease period with no protections.

Protections From Adverse Actions	
Arizona Mobile Home Landlord & Tenant Act	**ROC Members**
Noncompliance with Rental Agreement – 14-day written notice, if still noncompliant after 14-days, agreement terminated	15-day notice of noncompliance, opportunity for a hearing before the Board of Directors
Non-payment of rent - 7-day notice	Non-payment of lot fee 15-day written notice

The project will also provide legal and financial assistance through the eviction prevention component. Through these activities, resident renters not associated with ROC assisted communities will have access to education and full legal representation to prevent unlawful or discriminatory adverse actions. Payment of arrearages in lot rent will also be made available to prevent eviction.

The City of Tucson's Codes and Ordinances will be enforced to protect tenants from adverse conditions in the community, including Chapter 16 of the City of Tucson Neighborhood Preservation Ordinance which addresses slum and blight conditions, Chapter 17 of the Tucson Human Rights Ordinance prohibits discrimination in rental housing on the basis of race, color, national original, ancestry, disability, age, sexual orientation, gender identity religion, sex familial status and marital status. Tucson is also the first Arizona city to ban housing discrimination based on source of income, whether it be wages, child support, rental assistance or disability benefits.

Alignment with Civil Rights Laws: In the ROC, a "Member" is defined as the adult (18 years or older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, familial or marital status, who owns and resides in a manufactured housing unit. All prospective and current members will be protected by the Fair Housing Act of 1968 against discrimination when applying for membership with the ROC.

HCD and its partners affirmatively further Fair Housing by providing prospective and current participants information regarding non-discrimination in the sale or rental of housing. Information is provided through community publications, media, and through the City's Limited English Proficiency (LEP) program. The LEP program ensures meaningful access to the City's programs, services and activities by community members. If any participant perceives a violation of the Fair Housing Act, that individual/household may contact the City's Office of Equal Opportunity Programs (OEOP) or file a complaint with the U.S. Department of Housing and Urban Development.

HCD and its partners will address necessary ADA modifications in the rehabilitation and replacement process and will comply with the 1990 Americans with Disabilities Act (ADA). HCD is committed to ensuring that the terms and conditions mandated by the ADA are enforced within its jurisdiction. The City of Tucson has adopted a procedure to provide for the prompt and equitable resolution of complaints alleging City violation of the ADA. The City's OEOP will respond to all complaints.

State and Local Laws and Regulations: HCD and its partners will comply with all state and local law and regulations that affect residential replacement, residential rehabilitation and eviction prevention.

The Arizona Mobile Home Parks Residential Landlord and Tenant Act (A.R.S. Title 33, Chapter 11) or "Mobile Home Act" defines the legal duties and rights of the landlord and the tenant when the tenant owns their mobile or manufactured home and is renting a lot space in a mobile home park from the landlord. HCD will abide by the State Mobile Home Act, and residents (both in the ROCs and stand-alone units) will also be protected by the provisions and remedies included in the Act. Additionally, the ROC bylaws offer further protections beyond those required in the State Mobile Home Act.

Arizona law does not currently provide for a right to counsel in eviction cases; however, counsel can dramatically increase residents' protection from eviction. Pima County's Emergency Eviction Legal Services program (EELS) provides legal services and other resources to individuals and families facing eviction. Low-income households facing eviction are referred to qualified attorneys for brief legal assistance and, if appropriate to the case, full representation in their eviction matter. Tenants who receive full representation obtain a favorable outcome in approximately 50% of cases. In 2022, EELS began piloting low-barrier, non-congregate bridge housing in local hotels for its clients who cannot avoid eviction, in order to prevent homelessness. This program also provides on-site case management and supportive services to help transition clients to stable housing.

EELS partners directly with the local Justice Courts and Constables to identify individuals and families for whom eviction is imminent. Those who meet program criteria and have no other safe housing option are entered into the bridge-housing program. Those in the program are provided with on-site case management and supportive services, including as-needed meals, transportation, medical care, and referrals to job assistance and other programs, to help bridge them to stable housing. Staff work with the City of Tucson, local nonprofit providers, and landlords to exit clients into housing programs or other stable housing opportunities. The program currently has two staff members dedicated to on-site case management and contracts to provide additional supportive services. EELS incorporates job assistance into the program, including programming to improve employability skills and financial management and to connect clients with employers.

Pima County additionally places controls on the import, installation, and relocation of pre-1976 mobile homes. Any such unit must meet certification standards established by the State of Arizona. While these standards protect residents, they equally disadvantage owners of older, lower-quality MH who are unable to afford the necessary upgrades to meet certification standards.

All associated City and County permits associated with rehabilitation or replacement will be obtained from the appropriate jurisdiction. Depending on the scope of work, additional separate approvals or reviews will be obtained the from the Regional Flood Control District (RFCD), Regional Wastewater Reclamation Department (RWRD), Pima County Department of Environmental Quality (PDEQ) or Department of Transportation (DOT).

Resident Displacement: No resident displacement is anticipated due to the proposed project activities.

How does your proposal encourage access to resources and financing, especially for underserved communities and persons?

Underserved Communities and Persons: The five primary underserved communities and populations in Pima County are Black, Latinx, Indigenous, disabled, and rural communities. Recent research by the University of Arizona indicates that specific subpopulations - non-citizen Hispanic/Latinx persons, households with children, older adults, single-parent female headed households, and female headed households living in older homes - are especially socially vulnerable in MHCs. The target conversion site, Geronimo Estates, includes a high proportion of households meeting these criteria. While fair housing law prevents targeting individual rehabilitation assistance to these households, HCD and its partners will utilize affirmative outreach strategies to promote program participation.

<u>Individuals with Disabilities:</u> HCD has an existing and highly effective Disability Access program which provides accessibility improvements for LMI households in which one or more members has a physical disability. Through the proposed project, disability access improvements will be incorporated as part of whole home rehabilitation versus a stand-alone improvement to ensure that these households have continued access to affordable MH units that are both accessible and climate resilient, high quality, and healthy.

<u>Low-Income Individuals:</u> Through their Section 3 programs, HCD and Pima County offer LMI individuals a wide variety of opportunities to access job training and employment opportunities including in the construction trades. During its most recently completed fiscal year, 668 Section 3 workers were employed by contractors and HCD directly employed 42 Section 3 workers. HCD maintains a roster of qualified Section 3 businesses, assists eligible businesses to register as Section 3 businesses, and prioritizes contracting with Section 3 businesses.

HCD's Section 3 program also promotes job training and placement for LMI individuals through the Department's Homeless Work Program (day labor and training program), maintains a direct hiring preference for all HCD positions, promotes community-based job training programs and job placement services, and conducts periodic hiring fairs in partnership with Pima County. The proposed project will provide stipend opportunities for LMI MH residents get trained and become certified CBJWs, opening career paths to paralegal and other legal aid roles.

Pima County Department of Community and Workforce Development (CWD), a key partner on this proposal, serves as the Workforce Innovation and Opportunity Act (WIOA) One Stop Career Center and provides a wide variety of employment assistance for LMI and displaced workers. Project activities will include referrals to job assistance services at the One Stop Center which include education and training vouchers, on the job training and paid externship placement, facilitated job placement, and after employment support services. CWD serves more than 53,000 Pima County residents annually.

SUBFACTOR 3: ENVIRONMENT AND RESILIENCE

What significant hazards could impact your project site(s)?

Arizona can be one of the hottest places on earth from June to September, and in Tucson and Pima County, well into October. In 2023, Tucson set a new record of 172 days between the first calendar 100°+ high, and the last calendar 100°+ high (National Weather Service). Extreme heat, defined as a period of at least 2-3 days of high heat with temperatures above 90 degrees, often causes the highest number of deaths each year among all weather-related hazards. Heat disorders, which happen when people spend too much time in the heat or overexert themselves, are more likely to strike older adults, young children, and people who are sick, overweight or have an underlying health condition.

According to the FEMA National Risk Index, Pima County ranks high nationally in the hazard areas of drought, extreme heat, wildfire, riverine flooding (where streams flood over into low lying lands) and lightning. All hazards are closely related to the effects of extreme heat. Pima County's summer heat dries up brush and desert landscape making them susceptible to wildfires which quickly spread though the arid climate and high winds. Monsoonal storms are fast moving and powerful, causing property damage, severe thunderstorms, and flash flooding through drought hardened soil. Summer monsoons happen when large land masses heat up, which cause the air atop the land mass to heat and rise through the atmosphere. This creates an area of low pressure that pulls in cooler moist air, creating the right conditions for heavy rains.

Mitigation Activities: In September 2020, Tucson declared a climate emergency. The City unanimously passed Resolution No. 23222 - a declaration requesting regional collaboration for an equitable and just transition, and kickstarting an urgent mobilization effort to restore a safe climate. Through this declaration, Tucson officially recognized the realities of climate change, affirmed global and local efforts in progress, and directed elected officials, City staff, advisors, and community to act. This included the commitment to achieve carbon neutrality across City operations by 2030, and the development and implementation of a climate action and adaptation plan. The declaration also signified a commitment to align City efforts with the Paris Agreement, through which 175 countries agreed to limit global warming to no more than 2°C above pre-industrial levels and to attempt to keep it below 1.5°C. The declaration committed to advancing and coordinating the existing efforts across Tucson and Pima County to reduce their collective carbon footprint and build resilience to climate change. And finally, the Tucson Climate Action and Adaptation Plan, Tucson Resilient Together, was adopted by Mayor and Council on March 7, 2023, and identifies direct actions the region take to help mitigate and adapt to the changing climate.

Understanding climate vulnerability allows communities to recognize the climate hazards relevant to their local context, identify the people and places most at-risk to current and future impacts, and inform and prioritize adaptation strategies. Tucson is home to several vulnerable subpopulations including people of color, people living below the poverty line, those with disabilities, households without vehicles, those living in pre-1976 mobile homes, and older adults and children. These groups are especially susceptible to climate impacts as they are likely to experience severe energy, water and transportation stress, leading to adverse health effects such as heat exhaustion, heatstroke, and delayed access to life-saving services.

Through this proposal, HCD and its partners will address these hazards when replacing, rehabilitating, and converting MHCs to ROCs. Manufactured housing is more susceptible to natural hazards compared to site-built single-family construction. In the HCD Rehabilitation program, for example, there are separate specifications when addressing repair items to improve energy efficiency and strengthen and protect units from extreme heat and sudden storms. The rehabilitation program will also prioritize immediate safety and health issues such as substandard Roofing (leaking/deteriorated), Heating Ventilation & Air Conditioning (HVAC), Electrical and Plumbing. Additional priority will be given to households with individuals over age 62 and those with disabilities (to include ADA compliant modifications).

HCD has partnered with the University of Arizona (UofA) School of Geography, Development & Environment, to disseminate research related to the effects of extreme heat vulnerability on MH in arid urban environments. Data results will aid HCD in making effective safety, energy and infrastructure improvements both in MH rehabilitation and ROC conversions. The elimination of non-habitable structures and the introduction of natural vegetation will also contribute to reduction of heat island effect. Furthermore, UofA will assist in program evaluation to measure program efficacy.

HCD will also partner with ROC USA to convert MHCs into ROCs. The conversions will both give residents the opportunity to become homeowners, and the ability to benefit from individual electric metering, community infrastructure improvements such as improved roadways (contributing to safe access and improved drainage) and solar energy installation.

How will your activities address the current and future threat of natural hazards, extreme weather, and disaster events?

Safety and Stability of Manufactured Housing: The natural hazards that persist in the project area are primarily extreme heat and flooding (exterior) and leaking that may damage the interior as the result of sudden heavy storms. The steps to mitigate impact of natural hazards include weatherization of units for climate resilience, infrastructure improvements, installation of HVAC units, improved roofing systems and installation of weather-resistant doors and windows.

Supporting LMI Households Vulnerable to Weather-Related Hazards: While offering substantially lower housing costs compared to traditional site built single-family homes, MH are not designed to be permanent housing due to lower construction standards than single-family homes. Aging MH also requires significant maintenance and repairs that most residents cannot afford. For most aging MHs, insulative and cooling qualities are low, and heat and energy costs are extremely high. Utility assistance programs to LMI households are available through utility providers including Tucson Electric Power (TEP). However, MH residents are frequently ineligible for the utility assistance programs due to the use of master electric meters at most MHCs. Because residents do not have individual meters in their name to track individual energy usage, they cannot benefit from individual energy usage savings or direct assistance from utility providers or community agencies. In the ROC conversion, HCD and its partners will replace master electric meters to individual lot meters, which will allow households in these communities to benefit from individual energy usage and utility assistance from outside agencies.

Promoting Weather Resistant and Climate Appropriate Materials: Usage of weather resistant and climate appropriate materials increases resilience to heat and sudden storms by improving the quality of construction and the built environment around mobile homes and MHCs. Across the region in Tucson and Pima County, the heat vulnerability and the dangers of flooding are relatively similar.

Roofing - The roof material specification is a composite CDX plywood base, foam insulation layer, and a sheet metal top cover in continuous-made rolls, pre-finished with baked on epoxy finish. New galvanized plumbing vents and cooler boots will be installed. Roofs will be triple sealed with a sealant containing Aromatic Hydrocarbon, PM Acetate, and Plastic Resin Proprietary. This includes roof-jacks with dampers and aluminum risers (lining the hole through the two roofs) and extending all vents and flues and any other items necessary to complete the roof. Sheet metal of either 28-gauge galvanized type or 26-gauge aluminum will be used for roof valleys or flashing material to ensure proper water drainage. Roofs may also include reflective white coating that is heat and moisture resistant.

Doors and Windows – All replacement doors and windows will be manufactured specifically for mobile homes/manufactured homes with prefabricated aluminum jambs. Weatherproof 25-year exterior caulking sealant will be used on all edges of new windows and doors. Deteriorated wood studs, plate(s) and any rough opening component will be replaced when replacing doors and windows.

Walls – Replacement exterior siding will be of the same existing siding in thickness and material, i.e., aluminum w/ baked on paint, composition board siding, or lap siding.

Mitigating Difficulties from Disasters: HCD and its partners will prepare MH and MHCs for natural disasters by ensuring that rehabilitation and replacement activities utilize the highest quality weather resistant construction methods and materials available at the time.

To support LMI households who experience damage to their unit as a result of a natural disaster, HCD and its partners will prioritize units that have emergency health and safety issues such as substandard or inoperative cooling systems during extreme heat, or failed roofing and leaking/flooding due to deteriorated roofing during sudden storms. To aid recovery from these disasters, weatherization and improved cooling systems will help contribute to cost savings and a safe and healthy living environment going forward for LMI households.

Repetitive Loss: The project area does not include homes that have experienced repetitive loss.

How does your proposal help advance Environmental Justice?

Reducing and Mitigating Exposure to Environmental Health Hazards: According to the Climate and Economic Justice Screening Tool (CEJST), all of the target areas for this proposal are considered overburdened and underserved and highlighted as being disadvantaged. The table below provides CEJST data regarding environmental health hazards within each target area, identified by national percentile, and the percentage of the Target Area population who are Hispanic/Latinx, many of whom may be monolingual Spanish speakers.

	Flowing Wells	Thrive in '05	I-19/Santa Cruz	Benson Hwy
% Hispanic/Latinx	55%	53%	61%	79%
Wildfire Risk	91st percentile	90th percentile	92nd percentile	67th percentile
LMI Households	85th percentile	91st percentile	81st percentile	92nd percentile
Annual Energy Costs	78th percentile	85th percentile	81st percentile	78th percentile
Toxic Water Discharge	89th percentile	93rd percentile	99th percentile	93rd percentile

Activities in this proposal will advance environmental justice through infrastructure improvements, and rehabilitation and weatherization work. In particular, poor water delivery through main plumbing systems will be improved and/or replaced, solar delivery will be installed, and community roadways will be improved for safer access in ROCs. Rehabilitation will protect the residents of MH and ROCs from extreme heat by repairing or installing HVAC units for improved cooling. Weatherization of doors, windows, and other areas through which cool air may escape will be addressed. Installation of individual electric meters in ROCs will reflect actual individual energy usage as opposed to the master meter system present at many MH parks.

Improving Protection from and Resilience to Environmental Harms: Throughout this proposal, an overall objective is to reduce environmental harms through activities that increase climate resiliency. Tucson and Pima County share the effects of extreme heat that can lead to poor indoor air comfort and quality in MHs, illness, and death to those most vulnerable in some cases.

Again, the combination of HVAC and weatherization in MH units will greatly contribute to the comfort and safety of residents. Improved roofing systems will both guard against heat and also protect residents from storms and potential indoor flooding.

SUBFACTOR 4: COMMUNITY ENGAGEMENT

How will you seek and encourage diverse stakeholder participation?

Input from Impacted Stakeholders: The proposed project aims to support low-/moderate-income MH renters and owners with a particular focus on Black, Latinx, and Indigenous communities, and rural and disabled residents. These target populations, which are least likely to apply for assistance in the absence of targeted engagement strategies, will be engaged in a variety of ways including:

1) Focus groups comprised of target community members to test affirmative outreach messages and inform engagement approaches;
2) Ongoing input and feedback opportunities via low-/moderate-income MH residents trained to serve as certified Community Based Justice Workers;
3) Supporting the self-direction of tenant-owners related to rehabilitation features and priorities.
4) Opportunities for direct feedback about program participation and benefits collected through evaluative surveys.

The greatest opportunity for ongoing collaboration and direct input from affected individuals is in the planned conversion of two MHCs into resident owned communities. Community residents will participate in developing the financing arrangement, selecting the infrastructure and amenity upgrades, approving the final design of the revitalized parks, and ongoing involvement in park operations with technical assistance and capacity building provided by ROC USA. Additional proactive culturally-appropriate liaison services will be provided by Poder Casas Moviles and HCD's Strategic Planning and Community Engagement (SPACE) team. SPACE hosts more than 50 community engagement events annually and routinely manages community-led input processes related to neighborhood/community reinvestment, new affordable housing development, and the delivery of homeowner and renter services. SPACE tailors outreach strategies based on the specifics of each project and community dynamics using mixed methods like bilingual door-to-door canvassing, surveys, community meetings with food and children's activities, events that feature entertainment-based activities for community building, and data and mapping tools to define and better understand the target area.

Evidencing HCD's commitment to community-led processes, this proposal was intentionally and collaboratively developed with input from a wide range of not-for-profit, grassroots, and government organizations including, but not limited to, the project partners, industrial development authorities, university researchers, housing counseling agencies, community representatives, and residential rehab providers. Project planning began with collaborative visioning and brainstorming sessions which resulted in this proposal and the key project priorities and approaches described herein. This community coalition and residents of affected MH communities will continue to be engaged at least annually to assess the impact of the project and identify project improvement strategies throughout the life of the grant.

Participation by Underserved Communities: HCD has identified five populations least likely to apply in the absence of targeted engagement efforts - Black, Indigenous, Latinx, rural and disabled communities. HCD will utilize multi-pronged affirmative outreach strategies to engage community members and groups least likely to participate including Spanish-language, culturally specific outreach conducted by Poder Casas Moviles; targeted, culturally relevant advertising through culturally-specific channels (radio, publications, etc.) and canvassing in underserved communities; the engagement of peer Community-Based Justice Workers selected from assisted communities to conduct tenant rights education and outreach; and distribution of materials through disability service networks such as DIRECT Center for Independence, Southern Arizona Association for the Visually Impaired, and Community Outreach Program for the Deaf.

HCD will routinely evaluate project enrollment and participation to assess the effectiveness of these strategies and, if needed, consult with community members to develop new targeted approaches to ensure that services reach the most underserved Arizona communities.

Plan to Engage Community to Address Barriers: HCD and its partners do not anticipate that the barriers described in Exhibit C will prevent successful project implementation. If barriers arise, HCD and Pima County, in their roles as local government, will convene appropriate community stakeholders to identify and implement mitigation strategies. These convenings may include community representatives, MH residents, MHC owners, developers, contractors, local and state officials, and other public and private entities. As the local Housing Authority and entitlement jurisdiction, HCD is accustomed to convening community partners to solve complex challenges and confident in its ability to address barriers and successfully implement the project.

How does your proposal align with existing community plans and policies?

The proposed project is aligned with the priorities outlined in the City of Tucson's affordable housing plan, *Housing Affordability Strategy for Tucson (HAST).* HAST, adopted in 2021, establishes policy and practice strategies promoting the development and preservation of all forms of affordable housing. Within the framework for preserving affordable housing, HAST calls for the creation of a manufactured housing rehabilitation pilot program to modernize and improve affordable MH units which account for approximately 10% of the region's housing stock. The plan also calls for the implementation of innovative homeownership strategies including cooperatives like the proposed MHC conversions to resident ownership.

The targeted outreach and engagement strategies outlined in this proposal advance Affirmatively Furthering Fair Housing goals established by the City of Tucson's Analysis of Impediments to Fair Housing with an emphasis on reducing disparities in homeownership opportunity and home quality within underserved communities. Finally, this project leverages existing investments and priorities established in the City of Tucson/Pima County Joint Consolidated Plan. This Plan calls for the creation and preservation of decent, affordable housing through homeownership assistance programs including residential rehabilitation and the use of down payment assistance and other forms of mortgage buy downs.

Proposed Changes to Existing Plans: Existing community plans underscore the importance of manufactured housing as a key component of the region's affordable housing stock and call for significant investments within manufactured housing to promote continued affordability and livability. HCD and its partners do not propose to change any existing plans as part of this proposal.

Exhibit E:
Capacity

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEExhECapacity.pdf

What experience do you have managing projects?

Prior Experience Proposing, Managing, Implementing and Coordinating Similar Projects: As the lead applicant, the City of Tucson Housing and Community Development Department (HCD) has extensive experience proposing, managing, and implementing projects similar to what is being proposed in this application. HCD both administers HUD entitlement programs for the City and serves as the City and Pima County Public Housing Authority (PHA). As the PHA, HCD oversees the assets owned, operated, and maintained by the City's Public Housing and Housing Choice Voucher Programs. As the HUD entitlement program administrator, in the last 10 years, HCD has directly managed 51 public facility and infrastructure improvement projects, 24 affordable housing development projects, and completed residential rehabilitation services for 2,564 low-/moderate-income (LMI) homeowners. HCD has also managed and coordinated projects with multiple subrecipient partners. Each of HCD's partners - Pima County, Poder Casas Moviles (Splinter Arts and Community Fund), Tucson Industrial Development Authority (IDA), Innovation for Justice, and the University of Arizona (UofA) College of Civil and Architectural Engineering and Mechanics – also have extensive experience with community development activities like those identified in this proposal. For example, Pima County has delivered manufactured housing (MH) rehabilitation and replacement activities for more than 30 years and serves more than 2,900 persons annually through its eviction prevention programs. The Tucson IDA has originated more than $1.2B in affordable home loans and ROC USA is the national leader in supporting resident owned MH communities.

Roles and Responsibilities: For each community development project, HCD serves as the primary project manager and coordinates procurement, compliance, project implementation strategies, and oversight of subrecipient partners, if any. For example, with the CDBG residential rehab assistance program, HCD monitors and provides oversight to three community-based organizations selected as subrecipients to administer the program. HCD ensures program compliance, coordinates the program priority/wait list, and conducts quality assurance activities, while the subrecipients complete the scope of work and procure contractors to deliver rehabilitation activities for LMI households. HCD also directly administers residential rehab assistance through a team of in-house residential rehab project coordinators.

While resident-owned community (ROC) conversions are new to HCD, the activities associated with them – homeowner assistance, residential rehab, and infrastructure upgrades – are commonly managed by the Department. For example, HCD has supported infrastructure improvement projects including park upgrades, Green Stormwater Infrastructure improvements, and installation of street safety measures including sidewalks, pedestrian hybrid beacons, and traffic circles. In these projects, HCD developed the scope of work and procured architecture, engineering, and contractor services to deliver local community development plans using HUD funds. HCD and Pima County provide homeowner assistance through the HOME Investment Partnerships program by providing gap financing for affordable homeownership development projects and monitoring long-term compliance requirements like those present in this proposal, and through the provision of approximately $800,000 in down payment assistance (DPA) annually. DPA services are coordinated by HCD as the entitlement jurisdiction and delivered through a network of subrecipient Housing Counseling Agencies.

References: Three references who can attest to HCD's successful experience include Tom Litwicki, CEO of Old Pueblo Community Services (tlitwitcki@helptucson.org); Joan Serviss, Director of Arizona Department of Housing (joan.serviss@azhousing.gov); and Charlie Buchanan, CEO of Habitat for Humanity Tucson (cbuchanan@habitattucson.org). Each of these parties can attest to HCD's and its partners' successful implementation of HUD programs, including housing rehabilitation programs, to benefit LMI households in Pima County.

What is your experience using grant funds?

General Experience: The City of Tucson is a skilled recipient and administrator of federal grant funds including, but not limited to, HUD program funds. At present, the City administers 22 HUD awards: Choice Neighborhoods Implementation and Planning, Community Development Block Grant, Emergency Solutions Grant, HOME Investment Partnerships, Housing Opportunities for Persons with AIDS, Family Self-Sufficiency, Continuum of Care, Lead Hazard Reduction, Public Housing, and Housing Choice Voucher programs. HUD grants and associated defederalized funds make up more than 95% of HCD's $106.3M budget.

Examples: The most comparable example of grant fund management is the City's long-term administration of CDBG-funded residential rehabilitation activities, including manufactured housing. The City allocates approximately $2M in CDBG annually to residential rehabilitation activities. Funds are managed and expended by an in-house team of residential rehab specialists and a network of not-for-profit partners through which more than 100 low- and moderate-income households receive rehabilitation assistance each year. CDBG funds are routinely braided with Lead Hazard Reduction funds to create greater positive impact for participating households. Within the past year, the City's CDBG residential rehab program was recognized by HUD for demonstrating exemplary qualities and practices in residential rehab program administration.

HCD also successfully manages large public infrastructure projects through the CDBG, HOME, and ARPA Programs. A recent example is the acquisition, rehabilitation and conversion of a motel property into a 67-unit non-congregate shelter facility. With a total budget of $6.5M, work included acquisition, minor rehabilitation, and repair/replacement reserve funded through a braiding of CDBG and HOME-ARP program funds. Within six months of acquisition, the project was completed, shelter tenancy began, and post-project review demonstrated full compliance with applicable federal requirements.

Managing and Expending Funds, Meeting Federal Obligations: For each project, HCD assigns an experienced project manager to coordinate development logistics and timelines, contractor procurement, and compliance activities to ensure timely expenditure of grant funds. The project manager meets with the project team at least monthly to address and mitigate unanticipated challenges and ensure that the project proceeds on schedule, within budget, and in compliance with applicable federal requirements.

HCD consistently meets annual CDBG expenditure timeliness requirements and has submitted all CAPERs and other residential rehab programmatic reporting on time. Recent single audits of the CDBG program demonstrate full compliance with federal program rules for residential rehab and best practices in Generally Accepted Accounting Principles.

Challenges Faced: The primary challenges experienced in the managing both residential rehab and larger-scale development projects have been 1) supply chain disruptions and delays caused by the COVID-19 pandemic and later interruptions to shipping pathways, and 2) a shortage of available contractors in the service area. The City has addressed these challenges by expanding its contractor network through targeted business outreach and diversifying its supplier base. The City intends to continue to utilize these practices throughout the PRICE performance period to mitigate similar challenges in this project.

Who are your key staff?

The Tucson-Pima Regional CDBG-PRICE initiative involves a diverse project team with the experience and expertise necessary to effectively implement the effort. Key team members are:

Ann Chanecka, AICP, HCD Director, holds a Master of Public Administration degree and has more than 20 years of community development and urban planning experience. She will oversee and provide executive leadership on the CDBG-PRICE program.

Benjamin Carpenter, HCD Community Development Manager, holds a Master of Science degree in Urban Planning and has more than 20 years of experience in senior leadership roles supporting government and community development operations. He will directly oversee the project team, manage the project budget, and be responsible for assuring the timely and successful completion of CDBG-PRICE activities.

Scott Wilson, HCD Residential Rehab Project Supervisor, has a bachelor's degree in public administration and has 30 years of experience managing property rehabilitation projects. Mr. Wilson will coordinate manufactured housing rehabilitation and mobile home replacement activities within the City of Tucson and oversee the day-to-day activities of the Residential Rehab coordinators and the Poder Casas Moviles outreach team.

Joel Viers, Pima County CWD Residential Rehab Program Manager, has AA degrees in Spanish and computer science, a BA in geography, and graduate certificates in economic development and geographic information science. He will oversee the implementation of residential rehabilitation activities in areas outside of the City of Tucson including but not limited to contractor and job selection, intake, staff supervision, and quality control.

Andrew Flagg, JD, Pima County CWD Deputy Director: Mr. Flagg has a Juris Doctorate and is licensed to practice law in Arizona. He has more than 17 years of experience overseeing legal services. Mr. Flagg will oversee the implementation of all activities administered by CWD and occurring outside of the City of Tucson limits.

Lenora Anderson, Pima County CWD Emergency Eviction Legal Services Manager, holds associate degrees in paralegal and general studies. She has 14 years of experience administering legal services. Ms. Anderson will manage and directly supervise eviction prevention services.

Raye Winch, Poder Casas Moviles, is the co-founder of Poder Casas Moviles and the Director of Policy and Advocacy for the Tucson Alliance for Housing Justice. They hold a bachelor's degree in sociology, has 14 years of community organizing experience, and is a CBJW. Raye will recruit, coordinate, and train Poder Casas Moviles staff to conduct outreach and engagement activities to promote program participation among BIPOC and Spanish-speaking MH residents.

Wooyoung Jung, PhD, University of Arizona, holds a doctoral degree in civil engineering and will provide ongoing evaluation of the program's impact and benefit among low- and moderate-income manufactured housing residents.

ROC USA: HCD will work closely with ROC-USA, an experienced and leading national expert, to support MHC conversions to ROCs while building capacity to support future MHC conversions independently.

Management of Partner Organizations: Upon grant award, a detailed program implementation plan will be developed that includes specific activities, deliverables, timeframes, and key personnel responsible. The project team will meet weekly during the program launch period to ensure that activities are ready to initiate at the start of the performance period. After launch, team meetings will continue to occur at least monthly. HCD staff will facilitate team meetings using the defined key metrics and funding agreement as guideposts.

The City will issue subawards to each partner organization with clearly defined scopes of work, federal and program-specific requirements, and quality assurance practices that include routine subrecipient monitoring and oversight. HCD will conduct annual program audits - benchmarking actual progress against performance metrics - and will work with project partners to address unanticipated challenges as they arise.

Gaps, Vacancies, and Contingency Plans: Both HCD and Pima County CWD manage a variety of residential rehab programs including CDBG-funded rehab, weatherization, and lead hazard reduction programs. In the event of vacancies, staff from other residential rehab programs may be reassigned to ensure continuity of performance and successful completion of PRICE deliverables. The City and County also work with a network of not-for-profit residential rehab organizations and could subaward funds to these organizations if needed due to vacancies, gaps, or other unanticipated challenges during project implementation.

Upon grant award notification, HCD will begin recruiting additional contractors immediately to prevent the greatest anticipated challenge – contractor shortages and delays – from hindering program implementation.

For-Profit Partners: The project does not include any for-profit partners.

What is your experience promoting racial equity?

HCD promotes racial equity through pro-active strategies that meaningfully engage disparately impacted communities, including but not limited to Black, Indigenous, and Latinx community members, in all stages of development activities from initial planning to long-term impact evaluation. HCD has a dedicated, multi-cultural community engagement team for in-person and virtual engagement activities related to development projects. Key strategies include pop-up events and targeted outreach in underserved/under-represented areas, distribution of multi-lingual outreach and educational information, participation in neighborhood association and community group meetings, and relationship-building with key community stakeholders and leaders (e.g. faith leaders, culturally-specific organization and coalition leaders).

The City's Commission on Equitable Housing and Development holds HCD accountable for engaging in equitable development activities that center community reinvestment while bolstering community resiliency to mitigate the impact of gentrification and prevent displacement. The Commission's Equitable Housing Solutions subcommittee partnered with HCD to create an opportunity zone map for the region that identifies target communities for reinvestment and high-opportunity areas for affordable housing development. This map supports

HCD efforts to advance racial equity by reducing poverty concentrations and promoting equitable opportunities to access community amenities, living wage employment, and quality food access, healthcare, childcare, and educational opportunities.

In partnership with the City of Tucson Office of Equity, HCD conducts an annual Equity Budget Analysis where staff and outside experts scrutinize planned investments and activities for positive and negative impacts related to access, opportunity, and equitable distribution of resources. HCD has Equity Coordinators who work with senior leadership to improve equity impact both internally and externally.

HCD maintains a comprehensive Language Access Plan which offers document translation and interpretation services for more than 150 languages provided by University of Arizona professionals and/or on-call translation/interpretation services. Materials are published in commonly spoken languages (English, Spanish, Arabic, Cantonese, Korean, Mandarin, and Vietnamese) and center the region's multi-cultural population in visual motifs and images.

These strategies, collectively, have proven effective at re-building trust with disinvested communities, increasing equitable access to opportunity, and mitigating negative impacts resulting from decades of redlining, housing segregation, and other forms of historical inequity.

What is your experience completing environmental reviews?

As a unit of local government, the City functions as the Responsible Entity for projects administered within its limits subject to Part 58 environmental review. HCD has a dedicated Environmental Project Coordinator who has completed extensive training related to the National Environmental Policy Act (NEPA) and routinely conducts Part 58 reviews. On average, HCD conducts over 140 Part 58 reviews annually including Exempt, CENST, CEST, and EAs. Part 58 reviews are conducted in full conformity with HUD and NEPA requirements and completed before activities or choice limiting actions are initiated.

The current Environmental Project Coordinator has over 4 years of experience running the City of Tucson's EPA Brownfields program and more than 10 years of experience completing environmental reviews and compliance activities on behalf of the City. All environmental review processes are overseen by HCD's Compliance Manager who has overall responsibility for programmatic compliance as it relates to Part 58 reviews, Davis Bacon and Related Acts, HUD Section 3, and Minority-/Women-owned Business Enterprise requirements.

Are you familiar with cross-cutting federal requirements?

As an experienced administrator of HUD funds, HCD has extensive experience and familiarity with cross-cutting federal requirements including but not limited to 2 CFR 200, Davis-Bacon Labor Standards (DBLS), fair housing and nondiscrimination requirements, and the Uniform Relocation Act (URA). As previously noted, HCD has managed more than 51 public infrastructure projects and 24 affordable housing redevelopment projects over the past 10 years, each of which included cross-cutting federal requirements. For example, the recently completed rehabilitation of the 5th and Dodge Apartments, a multi-family affordable housing property, required comprehensive tracking of Section 3 and Davis-Bacon & Related Acts requirements, along with 2 CFR 200 and HUD regulatory requirements. This project - completed in under 12 months - utilized Section 3 workers and timely reported DBLS payroll and associated documentation. Fair Housing and civil rights laws were adhered to during the lease-up of the property upon construction completion. To ensure all activities under this competition are conducted in accordance with federal requirements, the City will do the following:

2 CFR 200: HCD hosts periodic 2 CFR 200 training for staff and non-profit partners using skilled professional trainers associated with Thompson Grants Compliance Expert. Staff training and internal processes support the implementation of 2 CFR 200 requirements such as time and effort reporting, procurement standards for both City and subrecipient procurement activities, subrecipient vs. contractor determination, fiscal management, and programmatic compliance and evaluation activities. HCD conducts internal quality control to ensure fidelity to federal program requirements, including internal monitoring and independent review by the City of Tucson Business Services Department. The City undergoes a single audit annually; the most recent audit had no findings related to HUD programs.

Davis Bacon Labor Standards: The City of Tucson employs Davis Bacon Officers who are responsible for ensuring full compliance with Davis Bacon & Related Acts (DBRA) Labor Standards and associated reporting. All procurement contracts are evaluated prior to solicitation to determine the applicability of DBRA, and Federal Labor Standards processes are implemented for all covered activities. The City uses LCPTracker software to streamline the submittal of Certified Payroll Reports and other associated documents to ensure compliance.

Fair Housing and Nondiscrimination Requirements: The City of Tucson complies with all fair housing and non-discrimination requirements imposed at the federal, state, and local levels. In accordance with the Fair Housing Act, HCD does not discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, or disability in its administration of housing assistance. Every HCD staff member is required to complete Fair Housing Training annually. Furthermore, the City's Human Rights Ordinance expands fair housing protections to include source of income. The City's Office of Equal Opportunity Programs oversees all anti-discrimination programs and policies and investigates allegations of discriminatory practices and wrongful conduct for the City of Tucson.

HCD also conducts an Analysis of Impediments to Fair Housing and has developed specific action steps to address identified local fair housing impediments which include geographic concentrations of minority and poverty-level households, lending discrimination, disability accessibility, fair housing monitoring and reporting, and housing discrimination.

Uniform Relocation Act: The City adheres to all requirements associated with the Uniform Relocation Act including residential and business relocations. HCD has extensive experience carrying out temporary relocation under its Lead Hazard Reduction program and has developed a network of local properties where temporary residency can be provided when required.

Exhibit F:
Match or Leverage

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEExhFMatch.pdf

Project funding includes a diverse array of HUD and non-HUD funds as shown below.

Source	Amount	Type
CDFI Fund (ROC Capital)	$525,307	Debt capital
CDBG (City of Tucson)	$600,000	Federal program funds
CDBG (Pima County)	$450,000	Federal program funds
TEP Weatherization Funds (Pima County)	$120,000	Corporate Funds
Southwest Gas (Pima County)	$30,000	Corporate Funds
LIHEAP Weatherization Funds (Pima County)	$120,000	Federal program funds
Innovation for Justice	$127,296	In-Kind
Volunteer Hours	$152,640	In-Kind
TOTAL LEVERAGE	**$1,997,947**	

Planned Uses of Funds

CDFI Fund – ROC Capital: Funding will be used to support the acquisition and redevelopment of the Geronimo Estates Mobile Home Village.

CDBG, TEP, Southwest Gas, LIHEAP Funds: Funding will be used to support weatherization and rehabilitation activities for assisted MH units.

Innovation for Justice – Includes the value of Community-Based Justice Worker training for volunteer lay legal advocates.

Volunteer Hours – Includes the value of volunteer hours to be provided by pro bono Community-Based Justice Workers based on the 2023 Independent Sector Volunteer Rate ($31.80/hour).

In addition to the leverage sources formally committed to this proposal, an additional $10,000,000 will be provided by the Tucson IDA contingent upon receipt of PRICE funds and a loan from the CDFI Fund. This $10,000,000 will support low-interest loans for park infrastructure upgrades, MH replacement activities, and park acquisition.

The project also leverages the expertise of project partners which include debt financing, underwriting, and management (ROC USA, Tucson IDA); manufactured housing rehabilitation and replacement (City of Tucson, Pima County); resident owned community acquisition, redevelopment, and technical assistance (ROC USA); healthy building redevelopment and monitoring (University of Arizona); and eviction prevention, housing counseling, and legal assistance (Poder Casas Moviles, Innovation for Justice, Pima County EELS). The proposal was developed in partnership with and leveraged the expertise of leading researchers in manufactured housing and climate resiliency including Dr. Mark Kear and Dr. Jonathon Bean with the University of Arizona.

Project Funding Risks

There are two potential project funding risks - receiving less funding than requested through CDBG-PRICE, and a significant reduction in annually recurring federal and corporate funds that are being leveraged for this project.

If this proposal results in an award of less than the full amount of requested CDBG-PRICE funds, HCD anticipates reducing the project scope as shown in the table below while pursuing alternative funding sources to supplement the program:

Funding Award	Revised Scope of Work
$4M or Less	Project will exclusively focus on the acquisition and redevelopment of the Geronimo Estates Mobile Home Village
$4M-$12M	Project will complete the acquisition and redevelopment of the Geronimo Estates Mobile Home Village and carry out fewer MH repair/replacement activities than originally intended.
$12M or More	Project will complete acquisition and redevelopment of two mobile home parks (Geronimo Estates, TBD), MH repair/replacement activities at reduced capacity, and eviction prevention activities at reduced capacity.

In the unlikely event that a recurring source of funding committed as leverage is significantly reduced, HCD will prioritize activities associated with this project for the remaining funds. Additionally, HCD and its partners have a successful history of securing funding to support residential rehabilitation and weatherization programs from a variety of sources and will work with local corporations, foundations, and government agencies to identify and arrange alternative funding to meet the project's leverage commitments. Specifically, the project will target opportunities through the State Housing Trust Fund, Community Foundation of Southern Arizona, and other philanthropic partners as potential sources of additional leverage.

As a last resort, HCD and Pima County will increase the CDBG allocations committed as leverage to ensure the full leverage commitment is met in the event of funding disruption.

Exhibit G:
Long-term Effect

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEExhGEffect.pdf

How will your proposed activities retain other affordable housing opportunities for LMI households in the community? How will you ensure that LMI households are not eventually priced out of the community? How will you help renters and homesite renters become homeowners or otherwise acquire an interest in the lot?

The proposed project will preserve 300 units of naturally occurring affordable MH in Pima County and will provide legal and financial assistance to prevent the eviction and displacement of up to 500 households. In doing so, HCD and its partners aim to retain and reduce demand on other forms of naturally occurring and regulated affordable housing that would occur if MH residents were displaced from unsafe and aging units and/or evicted. Given the significant shortage of available affordable housing in the region, preserving every existing MH unit is essential to prevent a surge in housing need among MH residents who would otherwise depend on the limited affordable multi-family and single-family housing stock. By preventing this need, the project insulates other forms of affordable housing from added demand by MH residents.

The project targets three key audience groups: 1) MHC residents with capacity to acquire their MHC using a co-operative ROC approach, 2) individual MH residents located within and outside of MHCs, and 3) investor-owners of MH units. Specific approaches to ensure each target audience are not eventually priced out of the community include:

<u>Residents Acquiring MHCs and Converting to ROCs:</u> In exchange for deep federal subsidy in the acquisition and redevelopment of MHCs selected for conversion to ROCs, the project will require 30-year affordability periods for all units within the MHC. In the event that a unit owner chooses to sell their share in the land and their unit, they will be required to do so at affordable homeownership rates as established by the HOME program or will be required to repay the portion of federal investments assigned to their lot and unit.

<u>Individual MH Residents Located Within and Outside MHCs:</u> Residential rehabilitation activities provided through this project are anticipated to extend the useful life of MH units by 10-15 years. Assuming a conversative lot rent of $450/month over a fifteen year period, total lot expense is $81,000 for a three-bedroom MH unit. By comparison, a 3-bedroom multi-family rental unit, based on Fair Market Rent, is currently valued at $1,670/month or $300,600 over 15-years not accounting for inflation (371% more expensive than the MH unit). While Arizona law preempts local jurisdictions from enacting rent increase controls for housing units or homesites, the actualized cost savings by preventing displacement to multi-family rental units is expected to continue to offer a more attainable long-term price point for LMI households than stick-built units.

<u>Investor-Owners with Rental MH Units:</u> In rural Pima County, it is common for small-scale investors who generally live on a parcel to place one or more additional MH units on their parcel and rent those units to LMI households. If the project provides rehabilitation assistance and/or infrastructure upgrades to such units using PRICE or leveraged CDFI funds, HCD will require the following in a 30-year deed restriction: 1) tenants must be at or below 80% AMI, and 2) rental amounts may not exceed approved HOME rental amounts for the unit size. If either condition is not maintained, the federal subsidy will be repaid by the owner.

The project will assist residents of two MHCs to become homeowners with permanent interest in their lots by helping to acquire their parks, implement infrastructure improvements, and establish a co-operative ROC. ROC membership and homesite interest is revocable only for non-payment of lot fees and/or rule infractions that violate the ROC tenancy agreements. This approach is comparable to a traditional homeowner's association and provides homeownership opportunities for LMI households.

How will your proposed activities ensure the long-term affordability, including lot rents and other fees as applicable, of housing without future federal subsidies?

As described above and in Soundness of Approach (Exhibit D), the project will utilize liens and deed restrictions to preserve affordability of assisted units without future federal subsidies. Specifically, 10-year liens will be placed on all owner-occupied units assisted with residential rehabilitation services and 30-year deed restrictions will be placed on MHCs converted to ROCs and assisted with acquisition and infrastructure upgrades, an on any investor-owner assisted units in which LMI households reside at the time of assistance. While HCD and its partners would impose additional affordability limitations on assisted units if possible, state law currently preempts the vast majority of rent control and increase protections.

How will your proposed activities promote stable homeownership options in the long-term, including the house itself and the lot on which it sits?

Through this project, HCD will assist residents of two MHCs to acquire the property and form a co-operative ROC. This approach establishes homeownership and control of the lot on which the MH unit sits for each resident. Additionally, in partnership with the Tucson IDA, the project will assist MH residents in rural Pima County to acquire from a willing seller the land on which their units sit through low-interest, non-predatory financing provided through the CDFI fund. By placing 30-year deed restrictions on these MHCs and single-site acquisitions, the project establishes long-term homeownership for current residents or, in the event of sale, to a future LMI household.

How will your proposal support underserved communities in the long term? How will your proposed activities advance housing access and justice for vulnerable populations or underserved communities? How will your proposal enable underserved communities, particularly those of color, to build wealth over the long term.

Each of the Target Areas have majority BIPOC residency. By promoting homeownership opportunities among BIPOC residents and improving the quality, sustainability, and resiliency of their homes, the project aims to support historically underserved communities through long-term housing affordability and livability. As previously described, units assisted with residential rehabilitation assistance are anticipated to have their useful lives extended 10-15 years thereby providing stable, affordable, long-term housing.

While commonly considered a depreciating asset, the median price of MH units in Arizona appreciated 43.3% between 2018 and 2023 (Phoenix Mobile Home, 2023). By preserving and improving MH units, this appreciation increases even further. The project will support MH owners to invest in their home thereby increasing home values and supporting long-term wealth building, particularly among communities of color. To illustrate this impact, 72.7% of White households own their homes compared to 50.6% of Hispanic/Latinx and 44% of Black/African American households (National Association of Realtors, 2023). This project unlocks additional homeownership potential through ROC conversions and improves the quality and value of owner-occupied units through residential rehabilitation, both keys to building personal and family wealth.

How will your proposal make MHCs livable, sustainable, and resilient?

The project adopts a threefold approach to making MHCs livable, sustainable, and resilient. First, the project will provide advanced weatherization and rehabilitation services for LMI households to improve housing quality and health. Second, the project will include infrastructure upgrades at two MHCs converting to ROCs thereby improving the built environment of these MHCs. Lastly, the project includes post-assistance mechanical monitoring to assess improvements in health factors associated with sick building syndrome such as CO2 levels, thermal conditions, humidity, and the presence of VOCs.

Each of these strategies are intended to improve housing quality (livability), prolong the life of aging MH units and MHCs (sustainability), and mitigate the risks associated with extreme weather events such as extreme heat, flooding, and torrential monsoon storms (resiliency). The project will utilize solar energy, when possible, to support community sustainability and will leverage the City's effective Storm to Shade Green Stormwater Infrastructure program at assisted MHC sites to capture and infiltrate stormwater, shade and cool surfaces and buildings, reduce flooding, and promote improved environmental quality and quality of life among MHC residents.

Attachment A:
Advancing Racial Equity

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEAttARacEquity.pdf

The City of Tucson Housing and Community Development (HCD) routinely publishes data and reports that analyze disaggregated outcomes by race like poverty and housing instability. Recent publications include the 2020-2024 Consolidated Plan, Analysis of Impediments to Fair Housing Choice (2020), Housing Affordability Strategy for Tucson (2021), and Needs Assessment of Adults Experiencing Homelessness (2023).

Racial Composition of Proposal Beneficiaries. According to CJEST and GIS data, the MH Target Areas are majority Hispanic/Latinx households (50-80%). Other households represented include Native American/Indigenous (5-15%), White/Caucasian (1-10%), Black/African American (1-6%), and Asian (1-4%). There is geospatial segregation of MH communities as well -predominately white MH households are concentrated in the northern areas of Pima County and Tucson, while Hispanic/Latinx are concentrated in the south.

Among Pima County's homeless population, Black/African American and Indigenous communities are dramatically over-represented relative to their representation in the broader community. Due to historic and ongoing discrimination in the local housing market, communities of color have lower homeownership rates than white households: 29% Black, 49% Latinx, 35% American Indian, and 42% Asian, compared to 55% for White. Tucson displays a high level of racial residential segregation that roughly tracks other measures of poverty and social vulnerability geospatially across the city: areas with higher income on the north and east sides of the city correspond to a predominantly white population while lower income areas on the south and west correspond to predominantly Latinx population.

Potential Barriers to Equitable Benefits: Barriers to equitable access and benefit from services among communities of color are described in Exhibit C to this proposal (Need) and include limited English proficiency, particularly among the Target Areas' high population of Hispanic/Latinx persons and refugee communities, insufficient technology and internet access, unfamiliarity with available resources, complicated application processes, mistrust of local government, lack of awareness regarding housing protections, lending discrimination and predatory lending, limited enforcement of fair housing ordinances, accessibility issues, and financial barriers to repairing and maintaining housing units.

Steps to Prevent, Reduce, or Eliminate Barriers: The table below identifies mitigating steps to be taken to address each of the barriers identified above.

Limited English Proficiency	The project will utilize Spanish-speaking outreach and engagement staff employed through Poder Cassas Moviles; residential rehab teams will include at least one Spanish speaking staff member in each jurisdiction (city, county) to respond to the needs of persons who prefer to communicate in Spanish, all vital program documents are translated into Spanish and other commonly spoken languages, additional on-call translation and interpretation services are available through contracted providers, program advertising includes Spanish language media.
Technology & Internet Access	The project will use multiple approaches to reach Target Area residents including door-to-door canvassing in

	MHCs, outreach through community locations such as Health Department clinics and Public Libraries, flyering in public locations, and other strategies to ensure that persons without internet access have full access to program information and opportunities to participate. Application processes are available in person and by phone offering alternatives for persons who do not have or are not comfortable applying online.
Unfamiliarity with Resources	The project will partner with "outreach extenders", cultural liaisons working and trusted within disparately impacted communities of color. The project will additionally provide door-to-door canvasing in Target Area MHCs and individual MH units to build awareness of the project, and will leverage earned and pro bono media through a variety of channels including English and Spanish language media, community newsletters, and other approaches.
Complicated Application Processes	The project application is simplified and can be completed online, in person, or by phone. After completing a brief application, intake personnel work with the household to gather necessary documentation (e.g. proof of income), one-on-one to mitigate the risk of frustration and abandonment of the application process.
Mistrust of Local Government/ Lack of Awareness of Housing Protections	The project leverages the involvement of non-profit organizations to connect with Target Area households who may be mistrustful of local government. Government staff use relationship-building strategies to promote positive rapport and establish trust, all program requirements and consequences of participation (e.g. deed restrictions, liens) are fully explained in writing and verbally to ensure residents are fully aware of program participation, participant rights are explained in detail at intake and beneficiaries are informed of their rights regarding fair housing and City complaint processes in the event of dissatisfaction.
Lending Discrimination & Predatory Lending	The project includes a partnership with the Tucson IDA to provide low-cost financing alternatives to predatory lending. The IDA is grounded in an equity framework that aims to support disadvantaged communities including communities experiencing historic disinvestment such as Black and Brown neighborhoods and area residents.

Limited Enforcement of Fair Housing Ordinances	The City of Tucson has established a dedicated process for reporting fair housing violations including discrimination on the basis of protected class status and source of income. Investigations are handled by the City of Tucson Office of Equal Opportunity Programs and enforced by the City Attorney's Office in accordance with local ordinances. The City additionally partners with the non-profit Southwest Fair Housing Council to manage community advertising and education campaigns regarding fair housing protections and enforcement activities.
Accessibility Issues	All materials are available in formats other than English, as well as in alternative formats (e.g. large print, etc.). The HCD website is machine readable and the Department maintains a dedicated TTY/TTD line. All official materials include statement that they are available in alternative formats. Project services can be provided in-home to prevent transportation from posing a barrier to accessing services.
Financial Barriers	The project will address financial barriers to repairing and maintaining safe housing by providing no-cost residential rehabilitation assistance, eviction prevention legal and arrearage assistance, and blended grant/loan pre-1976 mobile home replacement.

Tracking and Evaluation: HCD has established a baseline racial and ethnic composition of each Target Area as highlighted in the Exhibit C (Need) section of this proposal. As outreach workers begin canvassing neighborhoods to initiate services upon award, they will track the racial and ethnic composition of households they contact to establish an approximate baseline composition of MH residents within the region specifically. HCD will then continue to monitor the effectiveness of its affirmative outreach/marketing activities at the following stages to ensure equitable access and benefit from services:

- Demographic composition of households that accept and refuse assistance (goal = no racial/ethnic group refuses assistance at a greater rate than their relative population size among MH residents in the Target Area.)

- Demographic composition of households that are determined eligible for the project and entered into services (goal = no racial/ethnic group is excluded from services at a greater rate than their relative population size among MH residents in the Target Area.)

- Demographic composition of households that report benefiting from services (goal = no racial/ethnic group experiences dissatisfaction at a greater rate than their relative population size among MH residents in the Target Area.)

- Financial value of services provided (goal = no racial/ethnic minority group receives lesser interventions than they need to equitably actualize household stability.)

These evaluative efforts are part of and underpinned by a City-wide emphasis on using an equity lens to make funding and policy decisions. Specific City-wide strategies include the development of the Tucson Equity Data Strategy, a comprehensive approach to understanding equity issues within the City and informing policy and practice decisions, the 2022 launch of the City's Office of Equity and hiring of its inaugural Chief Equity Officer, and recent ARPA-enabled transformative investments in Black and Brown communities.

Attachment B:
Affirmative Marketing

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEAttBAffMkt.pdf

HCD and its partners have identified the need to affirmatively market the services and benefits made available through the PRICE grant to Black/African American, Indigenous, Hispanic/Latinx, disabled, and older adult communities. Many times, LMI households within these populations are unaware of the services and programs that are available to improve the safety, efficiency, and quality of their homes including ADA modifications.

Leading the affirmative marketing of PRICE programs is Poder Casas Moviles (PCM), an advocacy group committed to supporting the rights of MH residents to fair, healthy and affordable housing. PCM, under a subaward to HCD for the entire performance period, is tasked with marketing and outreach for the project, and will recruit, hire, and train outreach personnel to carry out canvassing, outreach, and engagement activities.

PCM will engage in the following specific activities per their agreement with HCD:

- Activity #1 - Provide targeted community outreach with a focus on reaching Spanish-speaking residents who may be less likely to apply for program assistance without targeted outreach and engagement services.
- Activity #2 - Provide legal information and advice related to housing rights and eviction prevention via door-to-door canvassing, community outreach events, and direct enrollment in and service linkage to eviction prevention and residential rehabilitation assistance available through the program.
- Activity #3 - Coordinate Community-Based Justice Worker training activities in partnership with Innovation for Justice and ensure that 40 or more Community-Based Justice Workers are trained, certified, and engaged in volunteer services through the program.
- Activity #4 - Participate in ongoing project planning, implementation, and evaluation activities conducted through the CDBG-PRICE program.

The partnership with PCM will provide targeted and robust outreach to Hispanic/Latinx communities with an emphasis on Spanish-speaking households. HCD will continue its effective affirmative outreach strategies to reach additional Hispanic/Latinx households along with other communities least likely to apply for assistance as identified above. HCD's Strategic Planning and Community Engagement team will develop linguistically and culturally relevant outreach materials featuring diverse persons and will direct outreach efforts toward historically Black neighborhoods, Indigenous communities, disabled persons, and older adults alongside previously described efforts to reach Hispanic/Latinx households. HCD will achieve this through a variety of approaches including:

Targeted Advertising: HCD develops multi-lingual advertising materials and benefits from pro bono and paid advertising in local media outlets as well as earned media opportunities. Press releases are issued and managed by HCD's Public Information Officer which maintains regular contact with English and Spanish-language media outlets. Advertising will be placed in traditional media as well as distributed through local organizations' newsletters reaching older adults (e.g. Pima Council on Aging), disability advocacy networks (e.g. DIRECT Center for Independence, Southern Arizona Association for the Visually Impaired, and Community Outreach Program for the Deaf), and organizations serving Black/African American community members (e.g. Dunbar Springs Coalition, NAACP – Tucson, Black faith communities, etc.)

Hub and Spoke Outreach Extenders: Like the organizations' newsletters identified above, HCD and its partners coordinate with community leaders who are respected and trusted within target communities to distribute information about available services and resources. Through the PRICE program, HCD will partner with faith community leaders, elected officials serving impacted communities, community advocates and organizers, and organizations serving disparately impacted communities such as the Pima County Health Department and public libraries to distribute program information to eligible beneficiaries. Available "spoke" outreach extenders are identified in the following table and will be engaged through the project to assist in efforts to reach disparately impacted communities.

Target Community	**Available Outreach Extenders**
Black/African American	Dunbar Coalition, Friendship Missionary Baptist Church, Tucson/Southern Arizona Black Chamber of Commerce, NAACP-Tucson, African-American Legacy Fund
Hispanic/Latinx	Poder Casas Moviles, Amistades, Tucson Hispanic Chamber of Commerce, Chicanos por la Causa, La Estrella news, UniVision
Indigenous	Tohono O'odham Nation, Pascua Yaqui Tribe, Flowers and Bullets, Tucson Indian Center, Indigenous Alliance Without Borders, Tohono O'odham Ki:Ki Association, Hewel Ni'ok
Disability	DIRECT Center for Independence, Southern Arizona Association for the Visually Impaired, Community Outreach Program for the Deaf, Beacon Group, Arizona Association of Providers for People with Disabilities
Older Adults	Pima Council on Aging, United Way of Tucson and Southern Arizona, PimaCare at Home, Neighbors Care Alliance, Pima Meals on Wheels, Tucson Senior Companion Program, Southern Arizona Senior Pride

HCD recognizes that it is important to make applicants and residents aware of free language and resources provided by the department including translation and interpretation services, availability of documents in multiple languages, and other supports. Advertising is conducted in English and Spanish, and all program materials will be offered with the option of language translation and alternative media formats (e.g. large print). HCD collects and routinely evaluates applicant and participant demographic data to identify and address any unintended disparities in the delivery of program activities. Specifically, HCD participates in the Tucson Equity Data Strategy (TEDS) which aims to develop key indices of community vulnerability and effectively measure improvements in those communities over time.

Attachment C:
Affirmatively Furthering Fair Housing

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEAttCAFFH.pdf

HCD and its partners are firmly committed to affirmatively furthering fair housing (AFFH) for all Tucsonans. This commitment to AFFH is reflected in the proposed PRICE activities that will be carried out in consistency with the goals and fair housing strategies identified in the Analysis of Impediments (AI) for the City of Tucson and Pima County. This AI was approved and adopted by the City on May 19, 2020, and identified seven impediments to fair housing – housing discrimination, community education and awareness, geographic concentration, lending discrimination, disability accessibility, fair housing monitoring and reporting, and enforcement of the Fair Housing Ordinance. The City is actively working to address these impediments including proactively discussing trends and complaints on HCD programs with fair housing organizations, regular training of HCD staff on fair housing and reasonable accommodations, reviewing all programs and making adjustments needed for fair housing compliance, offering free language assistance and translation of all vital documents per the City's Language Access Plan, and including fair housing logos and contact information on all public documents and brochures. The City also recently amended Tucson Code sections 17-1, 17-50 and 17-52 to prohibit "source of income" discrimination in the sale or rental of housing.

Promoting Accessibility to Housing for Protected Classes: Poder Casa Moviles will provide outreach, engagement, and legal advice to protected groups within the Target Areas. Community Based Justice Workers will provide services to residents in English and Spanish. MH and MHCs are situated in concentrated areas that represent some of the lowest income households, poorest economic development and substandard infrastructure in Tucson and Pima County. The goal of targeting these areas is to provide protected groups the opportunity to see their living environment transformed for the better, and to promote integration of diverse socio-economic households. This will be achieved by pro-active outreach and trust-building activities designed to effectively engage protected classes who may be mistrustful or unaware of government resources to access services. Specific strategies are described in the 'Advancing Racial Equity' attachment of this proposal and include door-to-door canvassing, translation and interpretation, accessible materials (e.g. screen reading, TTY/TTD options, large print materials, multi-lingual vital documents, etc.), and coordination with "outreach extenders" who are trusted within area neighborhoods. The project will additionally evaluate project participation and outcomes disaggregated by protected class groups to promote equitable access and benefit from the project, and will maintain ongoing continuous quality improvement efforts to address any disparities that are identified during the project period.

Fair Housing Act and AFFH: Residents living in the Target Areas meet the requirements of the Fair Housing Act with regard to having limited access to safe and affordable housing based on race, color, national origin and disability. Many households in these areas are predominantly Hispanic/Latinx and have low to moderate incomes, which limits their ability to afford increasing rents, make necessary home and safety repairs, afford increasing energy costs, and install accessible modifications – all of which negatively impact their long term housing stability.

By converting an MHC to an ROC, residents will be ensured access to fair housing by having the opportunity to own the land (lot space) and the MH unit. Residents (members) will have decision authority over ROC monthly payments through a consensus of a board of directors (comprised of ROC residents). Infrastructure improvements in the ROC will ensure long-term stability and quality of the community. The ROC will provide pride in homeownership, contribute to neighborhood quality, and bring economic opportunity to underserved areas. In the provision of home repair services, residents will have the opportunity to live in safe, accessible, and healthy housing through weatherization, installation of HVAC units and ADA compliant modifications.

Addressing Barriers to Manufactured Housing in PRICE Target Areas: Harsh Desert Environment – MH is vulnerable to extreme heat because of inefficient insulation, cooling systems, poor weatherization, and the high costs of electric bills during the hottest months which extend through May through September of every year. The proposal will prioritize the installation of cooling systems (HVAC units) to effectively cool units, along with repairing or replacing windows, doors, roofing, and insulation. The installation of solar systems ay MHCs will aid in reducing energy costs during high summer demand periods.

Aging Infrastructure – In the conversion of an MHC to an ROC, communities will benefit from improved roadways, upgrades to existing dated utility systems and common areas. These improvements will benefit the residents in decreased energy costs, safety of roads, and protection from improvements costs being transferred to residents in the form of increased rents.

State Preemption on Rent Control and Municipal Tenant Opportunity to Purchase – The conversion of the MHC to an ROC will give residents control (through a board of directors) of lot fees, opportunity to purchase or sell their units, and own the land on which their MHC is located. This approach will serve to protect residents against increase and individual rights where the State and local municipalities cannot.

Stigma and perception – The negative perceptions arise from the observance of these units being neglected and deteriorated. This proposal will contribute greatly to reducing the stigma and perception regarding MH and MHCs. The presence of improved MHCs and MH units will not only increase community perception but will also serve to attract new residents and increase economic development.

Affordability, financing, and permitting – Conversion to an ROC eliminates the barriers residents face in acquiring the land on which their unit is located. In the ROC, residents will own their home and their land in a cooperative structure. The need for individual financing (sometimes predatory) will be removed through the support of the community ownership and conversion of units to real property. Legal advice will also be provided to residents of individual MH units.

Divided Ownership Structures – In the ROC conversion, residents will own the land and the unit, and have control over the community infrastructure and governance through a set of bylaws and membership agreement. Membership in the ROC comes with provisions that protect both individual residents and the overall community.

Low Resident Capacity to Organize or to Self-Govern within an MHC – Poder Casa Moviles will provide community outreach, engagement, and legal advice to residents. ROC USA will provide the structure and framework for the establishment of the ROC.

Maintaining Compliance with Civil Rights Laws: All project staff will complete Fair Housing training at least annually and project services including but not limited to eligibility, screening and selection criteria, and accessibility requirements are reviewed with the City Attorney's Office for compliance with Civil Rights and other applicable federal, state, and local laws and regulations. As described above, evaluative activities will include disaggregated data analyses to identify and mitigate any inequity in access, participation, or benefit by protected class groups.

Attachment D:
Eligible Applicants

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEAtt4EligApp.pdf

The City of Tucson, a unit of local government, is the lead applicant for this PRICE grant application. With a regional focus, the City of Tucson has entered into Memorandum of Understandings with four partners who play an integral role in the implementation of the proposal and will receive PRICE grant funding for their activities.

Funded Partners

Pima County: Pima County is a unit of local government and a political subdivision of the State of Arizona. Pima County will receive $6,000,000 in CDBG-PRICE program funds to provide residential rehabilitation assistance for LMI MH residents outside the City of Tucson and comprehensive eviction prevention legal and financial assistance throughout the region. A binding memorandum of understanding is provided in this attachment.

ROC USA: ROC USA is a not-for-profit organization. ROC USA will receive $4,118,212 in CDBG-PRICE program funds to support the acquisition and redevelopment of Geronimo Estates, and to support its conversion to an ROC. A binding memorandum of understanding is provided in this attachment.

Splinter Collective/Poder Casas Moviles: Splinter Arts and Community Fund (Splinter Collective) is a non-profit organization. Splinter's Poder Casas Moviles program will receive $194,000 in CDBG-PRICE program funds to facilitate Spanish-language legal education and advocacy, outreach, and community engagement activities on behalf of the partnership. A binding memorandum of understanding is provided in this attachment.

University of Arizona: The University of Arizona is an extension of State government. The University will receive $75,344 in CDBG-PRICE program funds to conduct healthy home monitoring on assisted MH units. A binding memorandum of understanding is provided in this attachment.

Attachments

1. Memorandum of Understanding – Pima County
2. Memorandum of Understanding – ROC USA
3. Memorandum of Understanding - Splinter Collective/Poder Casas Moviles
4. Memorandum of Understanding – University of Arizona

MEMORANDUM OF UNDERSTANDING FOR PARTNERSHIP

BETWEEN CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

PIMA COUNTY DEPARTMENT OF COMMUNITY & WORKFORCE DEVELOPMENT

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT, entered this first day of May, 2024 by and between the City of Tucson Housing and Community Development Department (herein called the "Applicant") and Pima County Department of Community and Workforce Development (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. PARTNER AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the

Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

Activity #1 Provision of residential rehabilitation assistance to up to 150 low-/moderate-income households residing in manufactured housing within project target areas located outside the City of Tucson but within Pima County.

Activity #2 Provision of emergency eviction legal services including brief legal assistance, direct legal representation, housing stability navigation, and financial assistance benefiting up to 500 low-/moderate-income manufactured housing and mobile home residents residing within the City of Tucson and surrounding Pima County.

Activity #3 Participation in ongoing project planning, implementation, and evaluation activities conducted through the CDBG-PRICE program.

B. Project Schedule

The Partner agrees to implement the following:

Months 0-6: Execution of grant documents and subawards; recruitment, hiring, training of project staff; project kickoff planning; contractor recruitment and training.

Months 6-12: Residential rehabilitation and replacement initiated; emergency eviction legal services initiated.

Years 2-6: Ongoing delivery of rehabilitation/replacement activities at rate of up to 20-22 units per year; eviction prevention assistance provided rate of 75-100 households/year.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

Personnel (Direct Labor)	**Estimated Hours**	**Rate per Hour**	**Estimated Cost**
Position or Individual			
Housing Rehab Specialist	1,000	$25.93	$25,930
Housing Rehab Specialist	1,000	$23.58	$23,580
Program Coordinator	1,000	$32.65	$32,650
Intake Specialist	1,000	$26.05	$26,050
Community & Workforce Manager I	1,000	$32.77	$32,770
Grant Coordinator II	750	$35.18	$26,385

Social Worker Supervisor	1,248	$34.61	$43,193
Navigator	1,248	$26.80	$33,446
Navigator	1,248	$26.80	$33,446
Navigator	1,248	$29.00	$36,192
Rental Assistance Coordinator	1,248	$26.80	$33,446
Rental Assistance Specialist	1,248	$21.85	$27,269
Specialist	1,248	$22.00	$27,456
Total Direct Labor Cost			$401,814
2. Fringe Benefits	**Rate (%)**	**Base**	**Estimated Cost**
Housing Rehab Specialist	35.00%	$25.93	$11,326
Housing Rehab Specialist	35.00%	$23.58	$10,300
Program Coordinator	35.00%	$32.65	$14,262
Intake Specialist	35.00%	$26.05	$11,379
Community & Workforce Manager I	35.00%	$32.77	$14,314
Grant Coordinator I	35.00%	$35.18	$15,367
Social Worker Supervisor	35.00%	$34.61	$15,118
Navigator	35.00%	$26.80	$11,706
Navigator	35.00%	$26.80	$11,706
Navigator	35.00%	$29.00	$12,667
Rental Assistance Coordinator	35.00%	$26.80	$11,706
Rental Assistance Specialist	35.00%	$21.85	$9,544
Specialist	35.00%	$22.00	$9,610
Total Fringe Benefits Cost			$159,004
3. Travel			
3a. Transportation - Local Private Vehicle	**Mileage**	**Rate per Mile**	**Estimated Cost**
CWD Home Repair work truck	38000	$0.660	$25,080
Subtotal - Trans - Local Private Vehicle			$25,080
Supplies and Materials (Items under $5,000 Depreciated Value)			
Consumable Supplies	**Quantity**	**Unit Cost**	**Estimated Cost**
Office Supplies			$8,500
Subtotal - Consumable Supplies			$8,500
Subtotal - Non-Consumable Materials			
Total Supplies and Materials Cost			$8,500
Contracts and Sub-Grantees (List individually)			

Contracts	Quantity	Unit Cost	Estimated Cost
Mobile Home Master Agreement including	1		$3,700,000
weatherization, HVAC, roofing- 6 year contract			
Subtotal - Contracts			$3,700,000
Total Contracts and Sub-Grantees Cost			$3,700,000
Other Direct Costs	**Quantity**	**Unit Cost**	**Estimated Cost**
Item			
Rent, utility, bridge housing, and rehousing assistance			$1,446,343
Legal services for eligible households			$200,000
Total Other Direct Costs			$1,646,343
Subtotal of Direct Costs			$1,646,643
10. Indirect Costs	**Rate**	**Base**	**Estimated Cost**
Type			
Indirect	10.00%	$273,392.00	$27,108
Indirect on MTDC for Eviction Prevention	10.00%	$321,507.00	$32,151
Total Indirect Costs			$59,259
Total Estimated Costs			$6,000,000

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Applicant]	[Partner]
By Ann Chanecka	By
Ann Chanecka, Director	Dan Sullivan, Director
City of Tucson HCD	Pima County CWD

MEMORANDUM OF UNDERSTANDING FOR PARTNERSHIP

BETWEEN CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

ROC USA

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT, entered this first day of May, 2024 by and between the City of Tucson Housing and Community Development Department (herein called the “Applicant”) and ROC USA (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. PARTNER AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the

Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

Activity #1 Acquisition of Geronimo Estates Mobile Home Village

Activity #2 Redevelopment and infrastructure improvements at Geronimo Estates Mobile Home Village including water/sewer line reconstruction from existing clay pipes, electrical system upgrades and submetering, and roadway improvements.

Activity #3 Project management and technical assistance to support resident ownership, control, and governance of the Geronimo Estates Mobile Home Village.

Activity #4 Participation in ongoing project planning, implementation, and evaluation activities conducted through the CDBG-PRICE program.

B. Project Schedule

The Partner agrees to implement the following:

- Months 1-6: Complete the necessary program requirements (ERA) to ensure compliance.
- Month 7: Conduct 2-3 resident meetings to ensure residents want to purchase their manufactured home community. Incorporate the new resident corporation, have an open Membership period. Elect a Board of Directors, Empower that Board of Directors.
- Month 8: Conduct all due diligence, establish all operation plans & policies, membership meetings to adopt: Community Rules, Corporate Bylaws, Code of Ethics Policy, Conflict of Interest Policy, and Code of Ethics Policy.
- Month 9: Secure Financing
- Month 10: Close on the property & implement all operational plans and begin member training
- Month 11 onward: Ongoing Coaching & Technical Assistance

III. BUDGET

The project budget is attached as Exhibit A to this Agreement. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Applicant]

By Ann Chanecka ______________________________________

Ann Chanecka, Director

City of Tucson HCD

[Partner]

By Nicholas Salerno
box SIGN 1V6K7971-467YX33X ______________________________________

Nicholas Salerno, Chief Operating Officer

ROC USA

MEMORANDUM OF UNDERSTANDING FOR PARTNERSHIP

BETWEEN CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

SPLINTER ARTS AND COMMUNITY FUND ON BEHALF OF PODER CASAS MOVILES

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT, entered this first day of May, 2024 by and between the City of Tucson Housing and Community Development Department (herein called the "Applicant") and Splinter Arts and Community Fund on behalf of Poder Casas Moviles (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. PARTNER AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

Activity #1 Provision of targeted community outreach with a focus on reaching Spanish-speaking residents who may be less likely to apply for program assistance without targeted outreach and engagement services.

Activity #2 Provision of legal information and advice related to housing rights and eviction prevention, door-to-door canvassing, community outreach events, and direct enrollment in and service linkage to eviction prevention and residential rehabilitation assistance provided through the program.

Activity #3 Coordination of Community-Based Justice Worker training activities conducted through the program in partnership with Innovations for Justice ensuring that 40 or more Community-Based Justice Workers are trained, certified, and engaged in volunteer services through the program.

Activity #4 Participation in ongoing project planning, implementation, and evaluation activities conducted through the CDBG-PRICE program.

B. Project Schedule

The Partner agrees to implement the following:

Months 0-6: Execution of grant documents and subawards; recruitment, hiring/contracting, training of project staff; project kickoff planning; contractor recruitment and training.

Months 6-12: Outreach services initiated, first cohort of Community-Based Justice Worker training occurs.

Years 2-6: Ongoing delivery of outreach and annual Community-Based Justice Worker training.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

Poder Casas Móviles	**Description**	**Amount Requested**
Budget Item		
Admin Fee	Payroll, accounting, overhead costs	$20,000.00

Travel	Lyft/Uber/Gas Cards/Mileage Reimbursement for outreach and legal advocacy staff	$5,000.00
Personnel	Staff costs ($25/hour independent contractor rate)	$125,000.00
CBJW Curriculum Development	$5000 to produce mobile home park legal education materials	$5,000.00
CBJW Training Fee	$800/person to cover $300/person exam fee and $500 per person stipend	$32,000.00
Outside Services or Fees	Interpretation and translation	$10,000.00
	Total	**$197,000.00**

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Applicant]

By Ann Chanecka

Ann Chanecka, Director

City of Tucson HCD

[Partner]

By

Nat Brewster-Nguyen, Co-Director

Splinter Arts and Community Fund

MEMORANDUM OF UNDERSTANDING FOR PARTNERSHIP

BETWEEN CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

THE ARIZONA BOARD OF REGENTS, ON BEHALF OF THE UNIVERSITY OF ARIZONA AND ITS DEPARTMENT OF CIVIL AND ARCHITECTURAL ENGINEERING AND MECHANICS

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT, entered this first day of May, 2024 by and between the City of Tucson Housing and Community Development Department (herein called the "Applicant") and The Arizona Board of Regents on behalf of the University of Arizona and its Department of Civil and Architectural Engineering and Mechanics (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. PARTNER AGREEMENT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

Activity #1 Facilitation of a health improvement evaluation via (1) an indoor environmental quality (IEQ) monitoring system and (2) online questionnaires, approved by the University of Arizona's institutional review board (IRB). The IEQ measures will offer the foundation for residents' health assessments as their associations with thermal comfort [1], sick building syndrome (SBS) symptoms (e.g., headache, tiredness, eye and nasal symptoms, and cough) [2], and cardiovascular health [3]. The questionnaires will support the analysis by collecting residents' symptoms and perceptions of their health impacted by the manufactured housing units.

Activity #2 Participation in ongoing project planning, implementation, and evaluation activities conducted through the CDBG-PRICE program.

B. Project Schedule

The Partner agrees to implement the following:

Months 0-6: Execution of grant documents and subawards; recruitment, training of project evaluation team; project kickoff planning.

Months 6-12: Initiation of evaluation services, placement of IEQ monitors in assisted residences prior to the rehabilitation activities.

Years 2-6: Delivery of evaluation services, monitoring of IEQ monitors through installed sensing devices (IAQ sensors and ecobee smart thermostats) in assisted residences after the rehabilitation activities, evaluation reporting.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner. This Memorandum of Understanding does not itself obligate funds. Such funding obligations will be outlined in separate agreements made in writing and independently authorized by representatives of Partner and Applicant.

Year 1	TOTAL
$ 75,344	$ 75,344

Salary and Wages		
Dr. Wooyoung Jung, Principal Investigator		
0 Ave. Academic Months | 0% Ave. AY Effort | 0% Annualized Effort	-	**-**
0.8 Ave. Supp Comp Months | 6.66% Annualized Effort	9,467	**9,467**
0 Ave. Calendar Months | 0% Ave. Fiscal Effort	-	**-**
6.67% Total Annualized Effort		
TBN, Graduate Assistant		
4.5 Average Academic Months, 50% Average AY Effort	23,415	**23,415**
0 Average Summer Months, 0% Average Summer Effort	-	**-**
Total Graduate Assistants	**23,415**	**23,415**
Total-Salary and Wages	**32,882**	**32,882**
Fringe Benefits		
Full-Benefit Employees - 32%	3,029	**3,029**
Graduate Assistant - 13.2%	3,091	**3,091**
Total-Fringe Benefits	**6,120**	**6,120**
TOTAL-SALARY, WAGES AND FRINGE BENEFITS	**39,002**	**39,002**
Travel		
Domestic	1,000	**1,000**
Total-Travel	**1,000**	**1,000**
Other Direct Costs		
Materials and Supplies	**500**	**500**

Other	**12,718**	**12,718**
Graduate Tuition Remission	12,718	12,718
Total-Other Direct Costs	**13,218**	**13,218**
Total Direct Costs (TDC)	**53,220**	**53,220**
Less Graduate Tuition Remission	(12,718)	**(12,718)**
Modified Total Direct Cost (MTDC) Base	40,502	**40,502**
Modified Total Direct Cost (MTDC) Base (7/1/24-6/30/25)	30,376	**30,376**
Modified Total Direct Cost (MTDC) Base (7/1/25-6/30/26)	10,125	**10,125**
Modified Total Direct Cost (MTDC) Base (7/1/26-Forward)	-	**-**
Facilities & Administrative (F&A) Costs		
F&A Costs @ 54.5% MTDC (7/1/2024-6/30/2025)	16,555	**16,555**
F&A Costs @ 55% MTDC (7/1/2025-6/30/2026)	5,569	**5,569**
F&A Costs @ 55.5% MTDC (7/1/2026-Forward)	-	**-**
Total F&A Costs	**22,124**	**22,124**
TOTAL PROJECT COSTS	**75,344**	**75,344**

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Applicant]
By Ann Chanecka

Ann Chanecka, Director

City of Tucson HCD

[Partner]
By Chris B

Christopher J. Barnhill
University of Arizona, Office of Research Contracts

Attachment E:
Evidence of Partnership

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

File Name:
TucPRICEAttEPartner.pdf

The City of Tucson, a unit of local government, is the lead applicant for this PRICE grant application. With a regional focus, the City of Tucson is partnering with six entities who play an integral role in the implementation of the proposal. Letters of "Intent to Participate" from each partner are included in this attachment.

1. Letter of Intent to Participate – Pima County
2. Letter of Intent to Participate – ROC USA
3. Letter of Intent to Participate - Splinter Collective/Poder Casas Moviles
4. Letter of Intent to Participate – University of Arizona
5. Letter of Intent to Participate – Innovation for Justice
6. Letter of Intent to Participate – Tucson Industrial Development Authority

PIMA COUNTY
COMMUNITY & WORKFORCE DEVELOPMENT

April 16, 2024

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: Intent to Participate in Tucson-Pima Regional CDBG-PRICE Initiative

Dear Ms. Chanecka:

This letter is to confirm the mutual intent of both the City of Tucson and Pima County Department of Community and Workforce Development (CWD) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the City of Tucson CDBG-PRICE application.

Pima County Department CWD serves as the Community Action Agency for Pima County through which it administers comprehensive eviction prevention financial and legal services including legal representation and financial assistance through CSBG, LIHEAP, Weatherization, ERA, and other program funds. The Department additionally serves as a CDBG entitlement jurisdiction and administers residential rehabilitation programs throughout rural Pima County.

Through the Tucson-Pima Regional CDBG-PRICE Initiative, Pima County CWD will administer residential rehab and replacement of manufactured housing units and pre-1976 mobile homes located in areas of Pima County outside of the City of Tucson and will additionally administer the initiative's eviction prevention funds regionwide. Pima County will receive $6,000,000 in CDBG-PRICE funds to conduct these activities as outlined in the project budget.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

Respectfully,

Dan Sullivan
Director Pima County Community and Workforce Development

Kino Service Center
2797 E. Ajo Way, Tucson, Arizona 85713 • Phone: 520 724 7700 • Fax: 520 724 6796

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: Intent to Participate in Tucson-Pima Regional CDBG-PRICE Initiative

Dear Ms. Chanecka,

This letter is to confirm the mutual intent of both the City of Tucson and ROC-USA to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the City of Tucson CDBG-PRICE application.

ROC USA® is a non-profit social venture scaling resident ownership of manufactured home communities since 2008. Together, with a group of regional non-profit affiliates, and ROC USA® Capital, a CDFI lending subsidiary, we work with 321 resident owned communities nationwide.

Through the CDBG-PRICE program, ROC USA will facilitate the conversion of the Geronimo Estates Mobile Home Village to a resident owned community. ROC USA will support all aspects of the transition including facilitation of infrastructure upgrades, financial and legal transactions, debt financing provided through its CDFI subsidiary (ROC USA ® Capital). Technical assistance will be provided to establish the non-profit governing board for the resident owned community, and ongoing support for the community during the lifetime of the project performance period.

ROC USA will receive $4,643,519.00 in CDBG-PRICE funds to conduct these activities as outlined in the proposal budget. It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

Respectfully,

Nicholas Salerno

box SIGN 1V6K7971-4W6KQP23

Nicholas Salerno

Chief Operating Officer

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: Intent to Participate in Tucson-Pima Regional CDBG-PRICE Initiative

Dear Ms. Chanecka:

This letter is to confirm the mutual intent of both the City of Tucson and Splinter Arts and Community Fund to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the City of Tucson CDBG-PRICE application.

The Splinter Arts and Community Fund is a grassroots not-for-profit organization based in Tucson. Through its Poder Casas Móviles initiative, project staff conduct outreach, community organizing, and legal advocacy services benefiting primarily Spanish-speaking, low-income manufactured housing and mobile home residents.

Through the CDBG-PRICE program, Poder Casas Móviles organizers will conduct targeted community outreach with a focus on reaching indigenous and Spanish-speaking residents who may be less likely to apply for program assistance without targeted outreach and engagement services. Outreach activities will be conducted weekly in culturally-affirming and linguistically appropriate contexts, and will include legal advocacy clinics, door-to-door canvassing, community outreach events, and direct enrollment in and service linkage to eviction prevention and residential rehabilitation assistance provided through the program. Poder Casas Móviles will additionally partner with Innovation for Justice to train 40 certified Community-Based Justice Workers, lay legal advocates authorized to provide limited legal advice regarding landlord/tenant matters, to work with mobile home tenants on eviction prevention and landlord/tenant issues. The Poder Casas Móviles program will receive $197,000 in CDBG-PRICE funds to conduct these activities as outlined in the project budget.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

Respectfully,

Raye Winch

Raye Winch
Poder Casas Móviles project coordinator
Splinter Collective

THE UNIVERSITY OF ARIZONA
College of Engineering

ENGINEERING RESEARCH ADMINISTRATION SERVICES (ERAS)
P.O. Box 210072, Tucson, AZ 85721-0072
Email: eras@engr.arizona.edu

April 26, 2024

Jason Thorpe
Deputy Director
City of Tucson
P.O. Box 27210
Tucson, AZ, 85726-7210

Dear Jason Thorpe,

The University of Arizona is pleased to collaborate on the proposal titled, "Rehabilitating the manufactured housing units in southern Arizona." The University estimates its total project costs at $75,344 for the period of 10/01/2024 through 09/30/2025.

The proposed Principal Investigator for the University of Arizona is Dr. Wooyoung Jung, with such role being subject to and conditioned upon required compliance and regulatory reviews and/or approvals, including conflict of interest and conflict of commitment.

The University of Arizona is a participating organization in the FDP's Expanded Clearinghouse Initiative. The University of Arizona's subrecipient information can be found at: https://fdpclearinghouse.org/organizations/223.

This letter represents The University of Arizona's commitment to participate in and negotiate a subcontract from The City of Tucson. The appropriate programmatic and administrative personnel at The University of Arizona are prepared to negotiate and establish the required agreements consistent with university and sponsor policies, should the proposal be funded.

Sincerely,

FOR: Sangita Judge, PhD, MBA
Vice President, Operations
Research, Innovation and Impact
University of Arizona

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: Intent to Participate in Tucson-Pima Regional CDBG-PRICE Initiative

Dear Ms. Chanecka:

This letter is to confirm the mutual intent of both the City of Tucson and Innovation for Justice (i4J) to collaborate and enter into a partner agreement, contingent upon the award of funds to the City of Tucson from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition.

i4J is a social justice innovation lab jointly housed at the University of Arizona James E. Rogers College of Law and the University of Utah David Eccles School of Business, committed to designing, building, and testing disruptive solutions to the civil access-to-justice crisis. Our interdisciplinary research teams engage in action-based research that exposes inequalities in the U.S. legal system to create new, replicable strategies for legal empowerment using design and systems thinking methodologies. At i4J, we believe that change does not happen in silos; innovation calls for broad insight, engagement, and support. We collaborate with community partners in the nonprofit, government, and private sectors, as well as lived-experience experts from the communities in which we work, to create data-driven models for delivering legal empowerment to underserved and underrepresented communities.

An estimated 93% of low-income America's life-altering civil legal issues—such as eviction—receive inadequate or no civil legal assistance. The historic exclusion of low-income and other marginalized populations from access to justice perpetuates poverty cycles and system-level failures. For the past 4 years, i4J has been at the forefront of access-to-justice work and continues to be uniquely positioned as a design hub to bring the potentially divergent goals of regulatory reform decision-makers, CBOs, and historically excluded and underserved communities together in advancing access to justice. i4J's Service Impact Area builds new pathways for people other than lawyers to know and use the law, so that community members who otherwise cannot access legal help can receive advice and problem-solving help from trusted members of their community. i4J's Service Initiatives are the result of robust community engagement and intentional development by subject matter experts in Arizona and Utah. All of i4J's service Initiatives have undergone rigorous feedback and user-testing processes and are the outcome of years of lived and practiced experience in navigating legal systems from within and beyond each state's respective legal communities.

i4J currently oversees three active Community Legal Education Initiatives, each spanning systems, states, and subject matter. i4J's most recent Service Initiative is the Housing Stability Legal Advocate (HSLA) Initiative. The HSLA Initiative is authorized state-wide by Arizona Supreme Court Administrative Order[1] to upskill existing advocates in the nonprofit social services sector with the legal training and knowledge necessary to serve as Community-Based Justice Workers (CBJW) while still functioning within the scope of their existing community-serving roles. HSLAs can identify and problem-solve housing instability issues and support tenants by: 1) providing limited-scope legal advice on commonly experienced housing issues and potential defenses; 2) providing limited-scope legal advice regarding the eviction process and while a tenant is completing eviction-related legal forms; 3) attending court with a tenant, with a seat at the tenants' table to quietly advise and answer questions if asked by the court; and 4) providing limited-scope legal advice to tenants with common post-eviction legal issues.

Through this partnership, i4J will expand its current HSLA training curriculum to include a training module dedicated to the unique contours of mobile home park tenancy arrangements. i4J will provide training and support for 40 CBJWs to obtain HSLA certification, authorizing them to provide limited-scope legal advice related to mobile home park tenancy rights and resources. i4J's HSLA training and AZ Supreme Court certification will act as part of the City of Tucson CDBG-PRICE program's holistic eviction prevention strategy which pairs legal aid (HSLA advice and assistance) with financial assistance. i4J will not receive direct compensation through the CDBG-PRICE program, rather i4J will provide training services as a leveraged project investment with an estimated value of $127,296.00 ($31,824 per year over 4 years). Furthermore, through this partnership, each CBJW with HSLA training and certification is anticipated to provide approximately 120 hours of free legal assistance during the grant performance period. The leveraged value of these volunteer services, based on 2024 Independent Sector' $31.80/hour volunteer hour valuation, is $152,640.

[1] Administrative Order 2024-34

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the City of Tucson's use of any CDBG-PRICE funds, if awarded.

Respectfully,

Stacy Rupprecht Jane

Stacy Rupprecht Jane

Director, Innovation for Justice
Associate Scholar, University of Arizona James E. Rogers College of Law
and University of Utah David Eccles School of Business

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: Intent to Participate in Tucson-Pima Regional CDBG-PRICE Initiative

Dear Ms. Chanecka:

This letter is to confirm the mutual intent of both the City of Tucson and the Tucson Industrial Development Authority (IDA) and our blended component part Groundswell Capital to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the City of Tucson CDBG-PRICE application.

The Tucson IDA enables strategic economic and community development by providing financing and access to capital for projects and programs that benefit a thriving Tucson. Along with the City of Tucson, the Tucson IDA has developed an economic justice growth strategy to ensure that all residents, businesses, and neighborhoods have access to the resources they need to reach their full potential. Groundswell Capital is a 501(c)3 blended component part of the Tucson IDA and is actively applying to become a CDFI (Community Development Finance Institution). Groundswell Capital is also Arizona's first Greenbank and a successful coalition member of the Coalition for Green Capital, which received $5 billion in funding from the Greenhouse Gas Reduction Fund.

Through the CDBG-PRICE program, Tucson IDA and Groundswell Capital will facilitate and underwrite a $10 million loan fund, contingent on receipt of lending capital from the CDFI Fund and the Greenhouse Gas Reduction Fund, eligible projects secured, and suitable terms agreed upon. The loan fund will be available to the CDBG-PRICE initiative and will provide financing for mobile home park acquisition and redevelopment, infrastructure improvements, and mobile home replacement activities.

The Tucson IDA and Groundswell Capital will not receive CDBG-PRICE funds; however, it will play a key role as a leverage partner in bringing low-interest lending capital to bear to advance the work of the CDBG-PRICE program.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

Respectfully,

Dre Thompson
CEO Tucson IDA
President Groundswell Capital

Attachment G:
Match or Leverage

Lead Applicant:
City of Tucson

File Name:
TucPRICEAttFMatch.pdf

For the Tucson-Pima County Regional PRICE Initiative, the City of Tucson and its partners are committing $1,997,947 in cash and in-kind resources. Documentation of these commitments is included in this attachment.

Attachments

1. Leverage Commitment – City of Tucson
2. Leverage Commitment – Pima County
3. Leverage Commitment – ROC USA
4. Leverage Commitment – Innovation for Justice
5. Leverage Commitment – Tucson Industrial Development Authority

CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT

May 6, 2024

Acting Secretary Adrianne Todman
U.S. Department of Housing and Urban Development
451 7th Street S.W.
Washington, DC 20410

Dear Acting Secretary Todman:

Please accept this letter as the City of Tucson's formal commitment of $752,640 in leveraged funds to support the activities outlined in the City of Tucson's CDBG-PRICE application.

Leveraged funds will be provided through:

- $600,000 representing Community Development Block Grant funds which will, along with PRICE funds, support the rehabilitation of up to 300 units of manufactured housing in Tucson and surrounding Pima County.

- In-kind volunteer service hours performed by certified Community Based Justice Workers valued at $31.80/hour (2023 Independent Sector Volunteer Rate). Forty Community Based Justice Workers are anticipated to provide an average of 120 hours of volunteer service each for a total in-kind value of $152,640.

No staff expense or payroll is included in this leveraged commitment. Leveraged funds committed through this letter will be used exclusively for the purposes outlined in the PRICE application for funding.

This letter serves as a binding commitment to provide these leveraged funds contingent upon receipt of PRICE funding as requested by the City of Tucson.

By signing this letter, I certify that I am authorized by the City of Tucson to make this commitment on the organization's behalf.

Respectfully,

J Thorpe

Jason Thorpe
Deputy Director
City of Tucson Housing and Community Development Department

PIMA COUNTY
COMMUNITY & WORKFORCE DEVELOPMENT

May 8, 2024

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: Pima County Leverage Commitment for CDBG-PRICE Proposal

Dear Ms. Chanecka:

This letter is provided as Pima County's formal commitment of leveraged funds to support the City of Tucson's proposed CDBG-PRICE project. Pima County Community and Workforce Development commits to providing $720,000 in leveraged funds which, along with PRICE grant funds, will be used to rehabilitate manufactured housing located in Pima County, Arizona. Leveraged funding sources include Community Development Block Grant, Low-Income Heat and Energy Assistance Program (LIHEAP), and corporate funds provided by Southwest Gas and Tucson Electric Power Company.

This letter is a binding commitment of future support conditional upon receipt of CDBG-PRICE program funds and is provided exclusively for activities directly related to undertaking the activities outlined in the CDBG-PRICE proposal submitted by the City of Tucson.

This leverage commitment does not include Pima County staff time or benefits.

By signing this letter, I certify that I am authorized by Pima County to make this commitment on the organization's behalf.

Respectfully,

Dan Sullivan, Director
Pima County Community & Workforce Development
(520) 724-7309
2797 E Ajo Way, Tucson, AZ 85713

April 29, 2024

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: ROC USA Capital Leverage Commitment for CDBG-PRICE Proposal

Dear Ms. Chanecka:

This letter is provided as ROC USA Capital's formal commitment to underwrite leveraged funds to support the City of Tucson's proposed CDBG-PRICE project. ROC USA Capital commits to underwrite for its Loan Review Committee's formal consideration $525,307 in loan capital to support the acquisition of the Geronimo Estates Mobile Home Village. ROC USA Capital is the national leader financing resident-owned manufactured home communities ("ROCs"), and has financed over $335 million of resident purchases since 2008 with no losses of principal to date. ROC USA is working in partnership with the City of Tucson on an acquisition plan for Geronimo Estates. In conjunction with an approval of CDBG-PRICE program funds pursuant to the City of Tucson's CDBG-PRICE application, ROC USA Capital will formally underwrite any loan application for acquisition financing and present such underwriting to its Loan Review Committee. This letter is provided exclusively for activities directly related to undertaking the activities outlined in the CDBG-PRICE proposal submitted by the City of Tucson.

The $525,307 does not include ROC USA or ROC USA Capital staff time or benefits.

By signing this letter, I certify that I am authorized by ROC USA Capital to make this recommendation of approval on the organization's behalf.

Respectfully,

Michael Sloss

Michael Sloss
Managing Director
ROC USA Capital

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop
Tucson, AZ 85745

Re: Innovation for Justice Leverage Commitment for CDBG-PRICE Proposal

Dear Ms. Chanecka:

This letter is provided as Innovation for Justice's formal commitment of leveraged funds to support the City of Tucson's proposed CDBG-PRICE project. Innovation for Justice (i4J) commits to training 40 Community-Based Justice Workers to provide lay legal advocacy and education to mobile home park and manufactured housing residents.

i4J is a leverage partner on the City of Tucson's CDBG-PRICE proposal and will not receive CDBG-PRICE funds through the partnership. i4J will provide training for 40 Community-Based Justice Workers with an in-kind value of $127,296.

This letter is a binding commitment of future support conditional upon receipt of CDBG-PRICE program funds and is provided exclusively for activities directly related to undertaking the activities outlined in the CDBG-PRICE proposal submitted by the City of Tucson.

By signing this letter, I certify that I am authorized by the Innovation for Justice to make this commitment on the organization's behalf.

Respectfully,

Stacy Rupprecht Jane

Director, Innovation for Justice
Associate Scholar, University of Arizona James E. Rogers College of Law
and University of Utah David Eccles School of Business

Ann Chanecka
City of Tucson Housing and Community Development Department
310 N. Commerce Park Loop

Tucson, AZ 85745

Re: Tucson Industrial Development Authority (IDA) and Groundswell Capital Leverage Commitment for CDBG-PRICE Proposal

Dear Ms. Chanecka:

This letter is provided as the Tucson IDA's formal commitment of leveraged funds to support the City of Tucson's proposed CDBG-PRICE project. The Tucson IDA is a quasi-governmental nonprofit political subdivision for the State of Arizona and a Housing Finance Authority, authorized to issue bonds. Since our founding in 1979 our organization has originated over $1 billion in single family home mortgages, over $10 million in down payment assistance for over 9,000 families. We have issued over $450 million in economic development bonds and deployed over $9 million in small business loans. As part of our mission to provide equitable access to capital in service of economic development of our region, we have launched a blended component affiliate 501(c)3 nonprofit organization, Groundswell Capital. Groundswell Capital is also Arizona's first Green Bank and a coalition member of the Coalition for Green Capital's successful $5 billion National Clean Investment Fund awardee.

Through our entities, we are proud to commit up to $10,000,000 in leveraged loan funds, contingent upon Groundswell Capital securing the capital through the CDFI Funds upon successful completion of the CDFI application in spring of 2024 as well as Greenhouse Gas Reduction Fund eligible-expenses, contingent upon successful disbursement of these funds during the program period and identifying qualifying projects. In the event that the CDBG-PRICE Funds are secured, the City of Tucson and Groundswell Capital will collaborate on mutually agreeable program terms, that satisfy source of capital reporting and compliance. In addition to CDFI and GGRF funding, we will leverage additional relevant funding sources such as bonds, debt, grants, and shared ventures to meet our program objectives. With this capital, alongside the CDBG-PRICE funds, we will support the acquisition and redevelopment of mobile home parks, sustainable infrastructure upgrades, and mobile home replacement activities.

This letter is a binding commitment of future support conditional upon receipt of CDBG-PRICE and CDFI Fund program funds and is provided exclusively for activities directly related to undertaking the activities outlined in the CDBG-PRICE proposal submitted by the City of Tucson.

This leverage commitment does not include Tucson IDA staff time or benefits.

By signing this letter, I certify that I am authorized by the Tucson IDA to make this commitment on the organization's behalf.

Respectfully,

Dre Thompson
CEO Tucson IDA
President Groundswell Capital

Attachment G:
Application Certifications and Standard Forms

DRAFT FOR PUBLIC COMMENT

Lead Applicant:
City of Tucson

TucPRICEAttGCerts.pdf

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier: AZ004

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Tucson

* b. Employer/Taxpayer Identification Number (EIN/TIN): 86-6000266

* c. UEI: X487LACQEQN6

d. Address:

* Street1: 310 N Commerce Park Loop
Street2:
* City: Tucson
County/Parish:
* State: AZ: Arizona
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 85745-2700

e. Organizational Unit:

Department Name: Housing & Community Developmnt

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Ann
Middle Name:
* Last Name: Chanecka
Suffix:

Title: HCD Director

Organizational Affiliation:

* Telephone Number: 520-837-6691

Fax Number:

* Email: ann.chancecka@az.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

B: County Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.024

CFDA Title:

Community Development Block Grant- PRICE Competition

*** 12. Funding Opportunity Number:**

FR-6700-N-99

* Title:

Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition

13. Competition Identification Number:

FR-6700-N-99

Title:

Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Tucson HUD PRICE Main

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AZ007
* b. Program/Project: AZ007

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024
* b. End Date: 09/30/2030

18. Estimated Funding ($):

* a. Federal	22,580,923.00
* b. Applicant	2,125,243.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	24,706,166.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: Ann

Middle Name:

* Last Name: Chanecka

Suffix:

* Title: HCD Director

* Telephone Number: 520-837-6691 Fax Number:

* Email: ann.chanecka@tucsonaz.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0017
Expiration Date: 01/31/2026

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Ms. *First Name: Ann

Middle Name:

*Last Name: Chanecka

Suffix:

*Title: HCD Director

*Applicant Organization: City of Tucson

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U. S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S. C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

*Signature: Completed Upon Submission to Grants.gov

*Date: Completed Upon Submission to Grants.gov

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Number: 2501-0017
Expiration Date: 01/31/2026

Applicant/Recipient Information *** UEI Number:** X487LACQEQN6 *** Report Type:** INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name: City of Tucson
* Street1: 310 N Commerce Park Loop
Street2:
* City: Tucson
County:
* State: AZ: Arizona
* Zip Code: 85745-2700
* Country: USA: UNITED STATES
* Phone: 520-837-6691

2. Employer ID Number (do not include individual social security numbers): 86-6000266

* 3. HUD Program Name:
Community Development Block Grant- PRICE Competition

* 4. Amount of HUD Assistance Requested/Received: $ 22,580,923.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: City of Tucson PRICE Main competion
* Street1: 310 N Commerce Park Loop
Street2:
* City: Tucson
County:
* State: AZ: Arizona
* Zip Code: 85745-2700
* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. 4.3.

☒ Yes ☐ No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR 4.9.

☒ Yes ☐ No

If you answered "**No**" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

Note: Use additional pages if necessary. Add Attachment Delete Attachment View Attachment

Part III Interested Parties. **You must disclose:**

1. All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity ($ and %)	
			$	%
			$	%
			$	%
			$	%
			$	%

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity ($ and %)	
			$	%
			$	%
			$	%
			$	%
			$	%

Note: Use additional pages if necessary. Add Attachment Delete Attachment View Attachment

Certification

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate.
Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

* Signature:	* Date: (mm/dd/yyyy)
Completed Upon Submission to Grants.gov	Completed Upon Submission to Grants.gov

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

- [x] Prime
- [ ] SubAwardee

** Name* City Of Tucson

** Street 1* 310 N Commerce Park Loop *Street 2*

** City* Tucson *State* AZ: Arizona *Zip* 85745

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

U.S. Department of Housing and Urban Dev

7. * Federal Program Name/Description:

Community Development Block Grant- PRICE Competition

CFDA Number, *if applicable:* 14.024

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$ 22,500,000.00

10. a. Name and Address of Lobbying Registrant:

Prefix Ms. ** First Name* Tracy *Middle Name* Tucker

** Last Name* Brown *Suffix*

** Street 1* 1600 L Street NW Suite 501 *Street 2*

** City* Washington DC *State* DC: District of Columbia *Zip* 20036

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* NA *Middle Name*

** Last Name* NA *Suffix*

** Street 1* NA *Street 2*

** City* NA *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* Ms. ** First Name* Ann *Middle Name*

** Last Name* Chanecka *Suffix*

Title: HCD Director **Telephone No.:** 520-837-6691 **Date:** Completed on submission to Grants.gov

Federal Use Only:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
City of Tucson

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Ms. * First Name: Ann Middle Name:

* Last Name: Chanecka Suffix:

* Title: HCD Director

* SIGNATURE: Completed on submission to Grants.gov * DATE: Completed on submission to Grants.gov

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name:	City of Tucson Housing and Community Development Department
Applicant Address:	310 N Commerce Park Loop, Santa Rita Building
	Tucson, AZ 85745

Category				**Detailed Description of Budget (for full grant period)**							
1. Personnel (Direct Labor)	**Estimated Hours**	**Rate per Hour**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Residential Rehab Project Coordinator	12,480	$28.85	$360,048.00	$360,048.00							
Residential Rehab Project Coordinator	12,480	$28.85	$360,048.00	$360,048.00							
Environmental Project Coordinator	2,496	$33.65	$83,990.00	$83,990.00							
Residential Rehab Project Supervisor	12,480	$33.65	$419,952.00	$419,952.00							
Total Direct Labor Cost			$1,224,038	$1,224,038							
2. Fringe Benefits	**Rate (%)**	**Base**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Residential Rehab Project Coordinator	60.00%	$360,048	$216,029.00	$216,029							
Residential Rehab Project Coordinator	60.00%	$360,048	$216,029.00	$216,029							
Environmental Project Coordinator	60.00%	$83,990	$50,394.00	$50,394							
Residential Rehab Project Supervisor	60.00%	$419,952	$251,971.00	$251,971							
Total Fringe Benefits Cost			$734,423	$734,423							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Tucson Housing and Community Development Department

3. Travel											
3a. Transportation - Local Private Vehicle	**Mileage**	**Rate per Mile**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Mileage Expense	43200	$0.350	$15,120	$15,120							
Subtotal - Trans - Local Private Vehicle			$15,120	$15,120							
3b. Transportation - Airfare (show destination)	**Trips**	**Fare**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Transportation - Airfare			$0	$0							
3c. Transportation - Other	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Vehicle Purchase	2	$35,000.00	$70,000	$70,000							
Subtotal - Transportation - Other			$70,000	$70,000							
3d. Per Diem or Subsistence (indicate location)	**Days**	**Rate per Day**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Per Diem or Subsistence			$0	$0							
Total Travel Cost			$85,120	$85,120							
4. Equipment (Only items over $5,000 Depreciated value)	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Equipment Cost			$0	$0							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Tucson Housing and Community Development Department

5. Supplies and Materials (Items under $5,000 Depreciated Value)											
5a. Consumable Supplies	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Laptop and Peripherals	3	$3,600.00	$10,800	$10,800							
Program and Office Supplies (unit = month)	72	$922.00	$66,384	$66,384							
Subtotal - Consumable Supplies			$77,184	$77,184							
5b. Non-Consumable Materials	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
3 Cell Phones (monthly fee) (Qty = monthsx3)	216	$55.00	$11,880	$11,880							
Subtotal - Non-Consumable Materials			$11,880	$11,880							
Total Supplies and Materials Cost			$89,064	$89,064							
6. Consultants (Type)	**Days**	**Rate per Day**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Consultants Cost			$0	$0							
7. Contracts and Sub-Grantees (List individually)											
7a. Contracts	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
MH Rehabilitation/Replacement Activities (contracted)	**150**	**$30,667**	**$4,600,000**	4,000,000		600,000					
Subtotal - Contracts			$4,600,000	$4,000,000		600000					
7b. Sub-Grantees (List individually)	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Pima County (see separate budget)	1	$6,720,000.00	$6,720,000	$6,000,000		450000	120000			150,000	
ROC USA (see separate budget)	1	$4,643,519.00	$4,643,519	$4,118,212						525307	
Splinter Collective/Poder Casas Moviles	1	$197,000.00	$197,000	$197,000							
Subtotal - Sub-Grantees			$11,560,519	$10,315,212	$0	$450,000	$120,000	$0	$0	$675,307	$0
Total Contracts and Sub-Grantees Cost			$16,160,519	$14,315,212	$0	$1,050,000	$120,000	$0	$0	$675,307	$0

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Tucson Housing and Community Development Department

8. Construction Costs

8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
.5 FTE Community Development Manager (Wage + 60% ERE)	6240	61.53	$383,947.00	$383,947							
.15 FTE Compliance Manager (Wage + 60% ERE)	1872	61.53	$115,184.00	$115,184							
.5 FTE Finance Specialist (Wage + 60% ERE)	6240	53.85	$336,024.00	$336,024							
.25 FTE Community Services Administrator (Wage + 60% ERE)	3120	69.23	$215,997.00	$215,997							
.2 FTE Deputy Director	2496	91.66	$228,783.00	$228,783							
UofA Program Evaluator	1	75,344	$75,344.00	$75,344							
Staff/Contractor EPA Training (Qty = Years)	6	6000	$36,000.00	$36,000							
Subtotal - Administrative and legal expenses			$1,391,279	$1,391,279							

8b. Land, structures, rights-of way, appraisal, etc	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Land, structures, rights-of way, …			$0	$0							

8c. Relocation expenses and payments	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Temporary Relocation Expense	60	10260	$615,600	$615,600							
Subtotal - Relocation expenses and payments			$615,600	$615,600							

8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Architectural and engineering fees			$0	$0							

8e. Other architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Other architectural and engineering fees			$0	$0							

8f. Project inspection fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name:	City of Tucson Housing and Community Development Department											
Subtotal - Project inspection fees			$0		$0							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Tucson Housing and Community Development Department

8g. Site work	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Site work			$0	$0							
8h. Demolition and removal	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Demolition and removal			$0	$0							
8i. Construction	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
MH Park Redevelopment/Infrastructure Upgrades	1	4,000,000	$4,000,000	4,000,000							
Subtotal - Construction			$4,000,000	$4,000,000							
8j. Equipment	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Equipment			$0	$0							
8k. Contingencies	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Contingencies			$0	$0							
8l. Miscellaneous	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Permits and Fees	150	841.25	$126,187.00	$126,187							
Subtotal - Miscellaneous			$126,187	$126,187							
Total Construction Costs			$6,133,066	$6,133,066							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: City of Tucson Housing and Community Development Department

9. Other Direct Costs	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Item											
Community-Based Justice Worker Training	4	31824	$127,296	$0				127296			
Community-Based Justice Worker Volunteer Hours	4800	31.8	$152,640	$0						152640	
Total Other Direct Costs			$279,936	$0				$127,296		$152,640	
Subtotal of Direct Costs			$24,706,166	$22,580,923		$1,050,000	$120,000	$127,296	$0	$827,947	$0
10. Indirect Costs	**Rate**	**Base**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Type											
Total Indirect Costs											
Total Estimated Costs			$24,706,166	$22,580,923	$0	$1,050,000	$120,000	$127,296	$0	$827,947	$0

form HUD-424-CBW

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Detailed Description of Budget			
Analysis of Total Estimated Costs		Estimated Cost	Percent of Total
1	Personnel (Direct Labor)	1,224,038.00	5.0%
2	Fringe Benefits	734,423.00	3.0%
3	Travel	85,120.00	0.3%
4	Equipment	0.00	0.0%
5	Supplies and Materials	89,064.00	0.4%
6	Consultants	0.00	0.0%
7	Contracts and Sub-Grantees	16,160,519.00	65.4%
8	Construction	6,133,066.00	24.8%
9	Other Direct Costs	279,936.00	1.1%
10	Indirect Costs	0.00	0.0%
	Total:	24,706,166.00	100.0%
	Federal Share:	$22,580,923.00	
	Match (Expressed as a percentage of the Federal Share):	$2,125,243.00	9.4%

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name:	Pima County Community & Workforce Development Department
Applicant Address:	2797 E. Ajo Way
	Tucson, AZ 85713

Category				**Detailed Description of Budget (for full grant period)**							
1. Personnel (Direct Labor)	**Estimated Hours**	**Rate per Hour**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Position or Individual											
Housing Rehab Specialist	1,000	$25.93	$25,930	$25,930							
Housing Rehab Specialist	1,000	$23.58	$23,580	$23,580							
Program Coordinator	1,000	$32.65	$32,650	$32,650							
Intake Specialist	1,000	$26.05	$26,050	$26,050							
Community & Workforce Manager I	1,000	$32.77	$32,770	$32,770							
Grant Coordinator II	750	$35.18	$26,385	$26,385							
Social Worker Supervisor	1,248	$34.61	$43,193	$43,193							
Navigator	1,248	$26.80	$33,446	$33,446							
Navigator	1,248	$26.80	$33,446	$33,446							
Navigator	1,248	$29.00	$36,192	$36,192							
Rental Assistance Coordinator	1,248	$26.80	$33,446	$33,446							
Rental Assistance Specialist	1,248	$21.85	$27,269	$27,269							
Specialist	1,248	$22.00	$27,456	$27,456							
Total Direct Labor Cost			$401,814	$401,814							
2. Fringe Benefits	**Rate (%)**	**Base**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Housing Rehab Specialist	35.00%	$25.93	$11,326	$11,326							
Housing Rehab Specialist	35.00%	$23.58	$10,300	$10,300							
Program Coordinator	35.00%	$32.65	$14,262	$14,262							
Intake Specialist	35.00%	$26.05	$11,379	$11,379							
Community & Workforce Manager I	35.00%	$32.77	$14,314	$14,314							
Grant Coordinator I	35.00%	$35.18	$15,367	$15,367							
Social Worker Supervisor	35.00%	$34.61	$15,118	$15,118							
Navigator	35.00%	$26.80	$11,706	$11,706							
Navigator	35.00%	$26.80	$11,706	$11,706							
Navigator	35.00%	$29.00	$12,667	$12,667							
Rental Assistance Coordinator	35.00%	$26.80	$11,706	$11,706							
Rental Assistance Specialist	35.00%	$21.85	$9,544	$9,544							
Specialist	35.00%	$22.00	$9,610	$9,610							
Total Fringe Benefits Cost			$159,004	$159,004							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Pima County Community & Workforce Development Department

3. Travel

3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
CWD Home Repair work truck	38000	$0.660	$25,080	$25,080							
Subtotal - Trans - Local Private Vehicle			$25,080	$25,080							

3b. Transportation - Airfare (show destination)	Trips	Fare	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Transportation - Airfare											

3c. Transportation - Other	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Transportation - Other											

3d. Per Diem or Subsistence (indicate location)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Per Diem or Subsistence											
Total Travel Cost											

4. Equipment (Only items over $5,000 Depreciated value)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Equipment Cost											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Pima County Community & Workforce Development Department

5. Supplies and Materials (Items under $5,000 Depreciated Value)											
5a. Consumable Supplies	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Office Supplies			$8,500	$8,500							
Subtotal - Consumable Supplies			$8,500	$8,500							
5b. Non-Consumable Materials	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Non-Consumable Materials											
Total Supplies and Materials Cost			$8,500	$8,500							
6. Consultants (Type)	**Days**	**Rate per Day**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Consultants Cost											
7. Contracts and Sub-Grantees (List individually)											
7a. Contracts	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Mobile Home Master Agreement including weatherization, HVAC, roofing, 6 year contract (Qty = units)	150	$35,360.00	$4,420,000	3700000		450000	$120,000			150000	
Subtotal - Contracts			$4,420,000	$3,700,000		$450,000	$120,000			$150,000	
7b. Sub-Grantees (List individually)	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Pima County Community & Workforce Development Department

Subtotal - Sub-Grantees												
Total Contracts and Sub-Grantees Cost			$4,420,000		$3,700,000		$450,000	$120,000			$150,000	

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Pima County Community & Workforce Development Department

8. Construction Costs											
8a. Administrative and legal expenses	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Administrative and legal expenses											
8b. Land, structures, rights-of way, appraisal, etc	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Land, structures, rights-of way, …											
8c. Relocation expenses and payments	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Relocation expenses and payments											
8d. Architectural and engineering fees	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Architectural and engineering fees											
8e. Other architectural and engineering fees	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Other architectural and engineering fees											
8f. Project inspection fees	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Project inspection fees											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name:	Pima County Community & Workforce Development Department										
8g. Site work	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Site work											
8h. Demolition and removal	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Demolition and removal											
8i. Construction	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Construction											
8j. Equipment	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Equipment											
8k. Contingencies	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Contingencies											
8l. Miscellaneous	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Miscellaneous											
Total Construction Costs											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Pima County Community & Workforce Development Department

9. Other Direct Costs	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Item											
Rent arrearage assistance	500	$2,892.69	$1,446,343	$1,446,343							
Legal services for eligible households			$200,000	$200,000							
Total Other Direct Costs			$1,646,343	$1,646,343							
Subtotal of Direct Costs			$1,646,643	$1,646,643							

10. Indirect Costs	Rate	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Type											
De Minimis	10.00%	$273,392.00	$27,108	$27,108							
Indirect on MTDC for Eviction Prevention	10.00%	$321,507.00	$32,151	$32,151							
Total Indirect Costs			$59,259	$59,259							
Total Estimated Costs			$6,720,000	$6,000,000		$450,000	$120,000			$150,000	

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Detailed Description of Budget			
Analysis of Total Estimated Costs		Estimated Cost	Percent of Total
1	Personnel (Direct Labor)	401,814.00	6.0%
2	Fringe Benefits	159,004.00	2.4%
3	Travel	0.00	0.0%
4	Equipment	0.00	0.0%
5	Supplies and Materials	8,500.00	0.1%
6	Consultants	0.00	0.0%
7	Contracts and Sub-Grantees	4,420,000.00	65.8%
8	Construction	0.00	0.0%
9	Other Direct Costs	1,646,643.00	24.5%
10	Indirect Costs	59,259.00	0.9%
	Total:	6,720,000.00	100.0%
	Federal Share:	6,000,000	89.3%
	Match (Expressed as a percentage of the Federal Share):	720000	12.0%

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: ROC USA (subrecipient)
Applicant Address: 6 Loudon Rd # 501
Concord, NH 03301

Category				Detailed Description of Budget (for full grant period)							
1. Personnel (Direct Labor)	**Estimated Hours**	**Rate per Hour**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Position or Individual											
Project Manager	515	$100.00	$51,500	$51,500							
VP of Acquisitions	130	$125.00	$16,250	$16,250							
Technical Assistant	260	$75.00	$19,500	$19,500							
Total Direct Labor Cost			$87,250	$87,250							
2. Fringe Benefits	**Rate (%)**	**Base**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Project Manager	30.00%	$51,500	$15,450	$15,450							
VP of Acquisitions	30.00%	$16,250	$4,875	$4,875							
Technical Assistant	30.00%	$19,500	$5,850	$5,850							
Total Fringe Benefits Cost			$26,175	$26,175							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: ROC USA (subrecipient)

3. Travel

3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Consultant mileage	2600	$0.680	$1,768	$1,768							
Subtotal - Trans - Local Private Vehicle			$1,768	$1,768							
3b. Transportation - Airfare (show destination)	**Trips**	**Fare**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
NH to Tucson	3	$800.00	$2,400	$2,400							
FL to Tucson	3	$800.00	$2,400	$2,400							
TX to Tucson	3	$800.00	$2,400	$2,400							
Subtotal - Transportation - Airfare			$7,200	$7,200							
3c. Transportation - Other	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Car Rental	9	$350.00	$3,150	$3,150							
Subtotal - Transportation - Other			$3,150	$3,150							
3d. Per Diem or Subsistence (indicate location)	**Days**	**Rate per Day**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Tucson hotel	27	$120.00	$3,240	$3,240							
Tucson food	27	$64.00	$1,728	$1,728							
Subtotal - Per Diem or Subsistence			$4,968								
Total Travel Cost			$17,086	$17,086							
4. Equipment (Only items over $5,000 Depreciated value)	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Equipment Cost											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: ROC USA (subrecipient)

5. Supplies and Materials (Items under $5,000 Depreciated Value)											
5a. Consumable Supplies	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
easle, flip chart, markers	1	$250.00	$250	$250							
sound system	1	$250.00	$250	$250							
Subtotal - Consumable Supplies			$500	$500							
5b. Non-Consumable Materials	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
food for meetings	3	$150.00	$450	$450							
meeting space	5	$350.00	$1,750	$1,750							
transalator	7	$500.00	$3,500	$3,500							
Subtotal - Non-Consumable Materials			$5,700								
Total Supplies and Materials Cost			$6,200	$6,200							
6. Consultants (Type)	**Days**	**Rate per Day**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Local (hours)	515	$75.00	$38,625	$38,625							
Total Consultants Cost			$38,625	$38,625							
7. Contracts and Sub-Grantees (List individually)											
7a. Contracts	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Contracts											
7b. Sub-Grantees (List individually)	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Sub-Grantees											
Total Contracts and Sub-Grantees Cost											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: ROC USA (subrecipient)

8. Construction Costs

8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Lender Legal	2	8000	$16,000	$16,000							
CO-op Legal	1	15000	$15,000	$15,000							
Origination Fee	1	34804	$34,804	$34,804							
Inf. Project Management Fee	1	157500	$157,500	$157,500							
10 years of TA	1	250000	$250,000	$250,000							
Title Insurance	1	9281	$9,281	$9,281							
Recording & Misc.	1	2000	$2,000	$2,000							
Subtotal - Administrative and legal expenses			$484,585	$484,585							
8b. Land, structures, rights-of way, appraisal, etc	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Land	1	1600000	$1,600,000	1074693						525307	
Survey	1	12000	$12,000	$12,000							
Appraisal	1	5000	$5,000	$5,000							
Subtotal - Land, structures, rights-of way, …			$1,617,000	$1,091,693						525307	
8c. Relocation expenses and payments	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Relocation expenses and payments											
8d. Architectural and engineering fees	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Post closing project	1	225000	$225,000	$225,000							
Subtotal - Architectural and engineering fees			$225,000	$225,000							
8e. Other architectural and engineering fees	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
ESA Phase 1	1	3500	$3,500	$3,500							
PCR & Due Diligence Work	1	26000	$26,000	$26,000							
Subtotal - Other architectural and engineering fees			$29,500	$29,500							
8f. Project inspection fees	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Project inspection fees											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: ROC USA (subrecipient)

8g. Site work	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Site work											
8h. Demolition and removal	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Demolition and removal											
8i. Construction	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Post Closing Project	**1**	**1687500**	**$1,687,500**	$1,687,500							
Subtotal - Construction			$1,687,500	$1,687,500						525	
8j. Equipment	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Equipment											
8k. Contingencies	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
15% Contingency	**1**	**337500**	**$337,500**	$337,500							
Subtotal - Contingencies			$337,500	$337,500							
8l. Miscellaneous	**Quantity**	**Unit Cost**	**Estimated Cost**	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Miscellaneous											
Total Construction Costs			$4,381,085	$3,855,778						525307	

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: ROC USA (subrecipient)

9. Other Direct Costs	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Item											
Reserves/ prepaids	1	62434	$62,434	$62,434							
TA Fee Less actual costs (above)	1	24664	$24,664	$24,664							
Total Other Direct Costs			$87,098	$87,098							
Subtotal of Direct Costs			$4,643,519	$4,118,212						$525,307	

10. Indirect Costs	Rate	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Type											
Total Indirect Costs											
Total Estimated Costs			$4,643,519	$4,118,212						$525,307	

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Detailed Description of Budget			
Analysis of Total Estimated Costs		Estimated Cost	Percent of Total
1	Personnel (Direct Labor)	87,250.00	1.9%
2	Fringe Benefits	26,175.00	0.6%
3	Travel	17,086.00	0.4%
4	Equipment	0.00	0.0%
5	Supplies and Materials	6,200.00	0.1%
6	Consultants	38,625.00	0.8%
7	Contracts and Sub-Grantees	0.00	0.0%
8	Construction	4,381,085.00	94.3%
9	Other Direct Costs	4,643,519.00	100.0%
10	Indirect Costs	0.00	0.0%
	Total:	4,643,519.00	100.0%
	Federal Share:		
	Match (Expressed as a percentage of the Federal Share):		

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Ann Chanecka	Director, Housing and Community Development
APPLICANT ORGANIZATION	**DATE SUBMITTED**
City of Tucson	5/15/24

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Ann Chanecka (to be signed upon submission)	Director, Housing and Community Development
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Tucson	5/15/24

PRICE CERTIFICATIONS FOR ENTITLEMENT LOCAL GOVERNMENT APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.
The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required under 24 CFR part 42 in connection with any activity assisted with funding under either the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The submission of the PRICE application is authorized under state and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with PRICE funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Public Participation – It is in full compliance with the PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRICE funds, it has developed its proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRICE Certification).

2. Overall Benefit. The aggregate use of PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the jurisdiction certifies that it lacks PRICE funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58.

Compliance with Laws -- It will comply with applicable laws.

Ann Chanecka ______________________ Signature of Authorized Official

_5/15/24______________ Date

_Director, Housing and Community Development______ Title

Attachment H:
Summary of Comments

TO BE PROVIDED UPON CLOSURE OF PUBLIC COMMENT PERIOD

Lead Applicant:
City of Tucson

File Name:
TucPRICEAttHComments.pdf