

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WASHINGTON, DC 20410-7000

May 13, 2022

The Honorable Lenny Curry Mayor of Jacksonville-Duval County 117 W Duval Street Suite 400 Jacksonville, FL 32202

Dear Mayor Curry:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2022 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations. Public Law 117-269 includes FY 2022 funding for these programs. Your jurisdiction's FY 2022 available amounts are as follows:

Community Development Block Grant (CDBG)	\$6,515,657
Recovery Housing Program (RHP)	\$0
HOME Investment Partnerships (HOME)	\$3,604,095
Housing Trust Fund (HTF)	\$0
Housing Opportunities for Persons With AIDS (HOPWA)	\$2,720,736
Emergency Solutions Grant (ESG)	\$570,440

Individuals and families across the country are struggling to recover from four converging crises impacting housing stability: the COVID-19 pandemic, economic hardships, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction's CDBG allocation for this year and outstanding Section 108 balances as of May 13, 2022, you also have \$27,678,285 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in your jurisdiction.

HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource regarding the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

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Jemine A. Bryon Acting General Deputy Assistant Secretary for Community Planning and Development

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program CFDA Number 14.241	U.S. Department of Housing and Urban Development Office of Community Planning and Development	
 I. Grantee Name (and Administering Agency or Department, if applicable), and Address: Jacksonville-Duval County (City Of Jacksonville) 	 Grant Number: FLH20-FHW001 Tax Identification Number: 596000344 	
220 East Bay Street Jacksonville, FL 32202-0000	4. Unique Entity Identifier: 004076998	
5. Fiscal Year: 2020	6. Grant Amount: \$379,958	
7. Period of Performance Start Date (date listed in box 16) (mm/dd/yyyy) / /	8. Period of Performance End Date (36 months after the date in box 16) (mm/dd/yyyy) / /	
9. Special Conditions (check applicable box)	10. Date HUD Received Grantee's Consolidated Plan Submission (mm/dd/yyyy) 07 /14 /2021	

I. This Agreement between the U.S. Department of Housing and Urban Development ("HUD") and the above named Grantee is made pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. 12901-12912) and the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (P.L. 116-136, enacted March 27, 2020).

- II. The Grantee's submissions for assistance under the Housing Opportunities for Persons With AIDS Program ("HOPWA"), the HOPWA regulations at 24 CFR part 574 (as now in effect and as may be amended from time to time), HUD's CARES Act implementation notices and guidance (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions, constitute part of the Agreement.
- III. Subject to the provisions of this Agreement, HUD will make the funds ("Grant Funds") available to the Grantee upon execution of this Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance; provided that the costs are otherwise allowable and were used to prevent, prepare for, and respond to coronavirus.
- IV. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.
- V. The Grantee must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Grantee must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VI. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain the provisions required by 2 CFR 200.331(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1) through 574.500(b)(4).
- VII. The Grantee must draw down Grant Funds no less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.

- VIII. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System ("IDIS") or its successor.
- IX. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- X. If the amount in box 6 above exceeds \$500,000, the Grantee must comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XI. The Grantee must submit a Consolidated Annual Performance in accordance with HOPWA CARES Act implementation guidance and Evaluation Report (CAPER) in accordance with 24 CFR 574.520(a). The CAPER is due to HUD within 90 days of the end of each 12-month program year until all Grant Funds are expended.
- XII. The Grantee must use program income in accordance with the addition method provided in 2 CFR 200.307(e)(2).
- XIII. The Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510.
- XIV. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XV. The Grantee must update client eligibility records no less than annually.
- XVI. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.
- XVII. Grant funds are subject to the following CARES Act modifications to the HOPWA program:
 - a. The Grantee may use up to six (6) percent of Grant Funds for administrative purposes.
 - b. Project Sponsors may use up to ten (10) percent of its subaward for administrative purposes.
 - c. Short term rent, mortgage, and utility assistance payments to prevent homelessness may be provided for a period of up to 24 months.
 - d. Funds may be used to provide relocation services for eligible persons or their household members not living with HIV/AIDS.
- XVIII. The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).

11. For HUD (Name and Title of Authorized Official) Lisa Hill, CPD Director	A Comparison of the second sec	13. Date (mm/dd/yyyy) ("Federal Award Date") 07/19/2021
14. For the Grantee (Name and Title of Authorized Official)	15. Stemature	16. Date (mm/dd/yyyy) 08/23/2021
	Brian Hughes Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02	

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

The Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Grant Agreement that is returned to HUD. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Grantee shall be incorporated into and made a part of the Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

INDIRECT COST RATE SCHEDULE

Grantee agency/department	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

<u>Instructions</u>: The Grantee must identify each agency or department of the Grantee that will carry out activities under the Grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for Project Sponsors.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix VII to Part 200.