

Contract #241-2011

AGREEMENT

THIS AGREEMENT, made and entered into on this 8th day of January, 2014, 2015 by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **AIDS VOLUNTEERS, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 225 Walton Avenue #110, Lexington, Kentucky 40502 (hereinafter referred to as "SPONSOR").

WHEREAS, the GOVERNMENT has applied for and received federal funds from the United States Department of Housing and Urban Development under the Housing Opportunities for Persons with AIDS Program CFDA No. 14.241 (Grant Number KY-H140011);

WHEREAS, the GOVERNMENT'S approved application for federal funding provided for the designation of the SPONSOR as the entity responsible for carrying out project activities;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SPONSOR;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. SCOPE OF SERVICES**A. ACTIVITIES**

The SPONSOR shall be responsible for administering a Housing Opportunities for Persons with AIDS program in a manner satisfactory to the Government, in accordance with the federal regulations at 24 CFR Part 574, consistent with the approved grant application and subsequently approved grant agreement and amendments, and with all applicable federal, state, and local laws and regulations, attached herein by reference. The SPONSOR shall adopt and follow written procedures governing the operation of all activities described herein. The program to be administered shall include the following activities:

SPONSOR shall maintain the operation of 12 units of housing at Solomon House located at 851 Todds Road, Lexington, Kentucky and Rainbow House located at 1807 Dalton Court, Lexington, Kentucky, including property management, maintenance, security, upkeep, utilities and related operating costs.

SPONSOR shall provide tenant-based rental assistance to 6 clients annually for a period of three years.

SPONSOR shall meet the case management, medical, nutritional, and personal care needs of 33 individuals per year in currently funded housing facilities for a period of 3 years.

SPONSOR shall provide education about this program and available services to 300 clients annually for a period of three years.

SPONSOR shall provide permanent housing placement services to 15 clients annually for a period of three years.

SPONSOR shall participate in meetings to establish, coordinate, and develop coordinated housing assessment and assistance with the local Continuum of Care.

SPONSOR shall be responsible for administration of its program at a cost not to exceed seven (7) percent of the total amount of federal funds received under the terms of this Agreement.

SPONSOR shall also participate in program evaluation activities as may be required by the GOVERNMENT and the U.S. Department of Housing and Urban Development.

B. MONITORING

The GOVERNMENT will monitor the performance of the SPONSOR under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SPONSOR within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

C. PROGRAM BENEFIT

The SPONSOR certifies that the activities carried out with funds provided under this Agreement will benefit low-income persons, as defined by the U.S. Department of Housing and Urban Development, who have acquired immunodeficiency syndrome or a related disease and the families of such persons.

D. LEVELS OF ACCOMPLISHMENT

The SPONSOR agrees to accomplish the outputs that are detailed in the approved grant application in Form HUD-40110-B that is attached as EXHIBIT 1.

E. LEVERAGED RESOURCES

The SPONSOR shall submit no less than annually documentation of the leveraged resources committed to the project in the amount of \$290,300. This shall include source documentation by the third party provider.

II. TIME OF PERFORMANCE

The term of this Agreement shall be January 1, 2015, through December 31, 2017.

III. BUDGET

The amount of funds available to the SPONSOR under the terms of this Agreement is \$1,398,704. Funds may be used for the following approved activities in the indicated amounts:

Operating costs of Rainbow Apartments and Solomon House.....	\$774,047
Tenant Based Rental Assistance	\$117,000
Supportive Services.....	\$290,300
Housing Information Services.....	\$ 78,750
Permanent Housing Placement Services.....	\$ 39,903
Coordination with the Continuum of Care	\$ 7,200
Administration.....	\$ 91,504

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$1,398,704.

The SPONSOR shall invoice the GOVERNMENT at least monthly for the reimbursement of actual expenditures incurred. SPONSOR'S invoice must be for the services and eligible expense specified in the approved grant application or as in approved amendments. SPONSOR'S invoice must include copies of invoices for services and goods purchased in the operation of this program. SPONSOR shall submit documentation of cost analysis of all expenses. SPONSOR should submit employee timesheets and payroll reports as documentation of personnel costs. SPONSOR shall

provide documentation of the costs for fringe benefits.

V. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

VI. REPORTING

SPONSOR shall provide the GOVERNMENT with an Annual Progress Report 30 days after the end of each operating year. The Annual Progress Report shall provide all information requested on form HUD-40110-C and shall include the following information:

A narrative description of the principal activities carried out during the program year which shall include the specific objectives of the project and the SPONSOR'S success in meeting those objectives. The narrative description shall also include a discussion of the barriers encountered in implementation and recommendations for program improvements.

A description of the numbers of persons and families assisted during the program year along with their characteristics including age, gender, race, income, recent living situation, and for those clients who leave the program the reasons for departure.

A report on the financial status of the program including summary expenditure information and information on housing assistance and supportive services by each site. Financial status shall also include documentation of leveraged resources.

SPONSOR agrees to comply with data submission as may be required by the U.S. Department of Housing and Urban Development.

SPONSOR shall also report all vacancies in Solomon House and Rainbow House as they occur and shall report when vacancies are filled.

Once the Lexington-Fayette County Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, the SPONSOR must use that assessment system. The SPONSOR must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required. Once centralized system is in place, SPONSOR agrees to enter client level data into the community-wide Homeless Management Information System (HMIS) in accordance with standards of the U.S. Department of Housing and Urban Development. Until such time as coordinated assessment is implemented, SPONSOR shall input client data into ClientTrack.

VII. GENERAL CONDITIONS

- A. The SPONSOR agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 574 (the Housing and Urban Development regulations concerning Housing Opportunities for Persons with AIDS (HOPWA)). The SPONSOR also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SPONSOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. SPONSOR agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SPONSOR, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such

losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract;

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SPONSOR'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
 2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SPONSOR and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. The SPONSOR shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- D. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SPONSOR.
- E. This Agreement, in accordance with 24 CFR 85.43 can be terminated if SPONSOR fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.
- F. GOVERNMENT and the SPONSOR each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SPONSOR agrees to comply with policies, guidelines, and requirements of OMB Circular No. A-110, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SPONSOR shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The SPONSOR shall maintain all records required by the federal regulations specified in 24 CFR Part 574, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken is eligible under the relevant federal guidelines and that all program beneficiaries are eligible under the regulations.
- c. Records documenting compliance with the fair housing and equal opportunity components of the Program;
- d. Financial records as required by 24 CFR Part 574, and OMB Circular A-110.

2. Retention

The SPONSOR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Client Data

The SPONSOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, unique client identifier, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the GOVERNMENT'S monitors or their designees and to representatives of the U.S. Department of Housing and Urban Development for review upon request.

4. Disclosure

The SPONSOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT'S responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. SPONSOR shall obtain the written consent of its clients for review by the GOVERNMENT and by the U.S. Department of Housing and Urban Development.

5. Close-outs

The SPONSOR'S obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT) and determining the custodianship of records.

6. Audits and Inspections

All SPONSOR records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SPONSOR within 30 days after receipt by the SPONSOR. Failure of the SPONSOR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments. The SPONSOR hereby agrees to have an annual agency audit conducted in accordance with current GOVERNMENT policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Procurement

1. Compliance

The SPONSOR shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All unexpended program income and program funds shall revert to the GOVERNMENT upon termination of this Agreement. All program assets (property, equipment, etc.) shall remain with the SPONSOR for use in operating housing and support services programs for low-income persons (and their families) who have AIDS or who are infected with the HIV virus.

2. OMB Standards

The SPONSOR shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SPONSOR agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SPONSOR shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither Grantee nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services.

2. Nondiscrimination

The SPONSOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SPONSOR will take affirmative action to insure that all

employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The SPONSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The SPONSOR agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The GOVERNMENT shall provide the SPONSOR with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. W/MBE

The SPONSOR will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SPONSOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The SPONSOR shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO/AA Statement

The SPONSOR will, in all solicitations or advertisements for employees placed or on behalf of the SPONSOR, state that it is an Equal Opportunity or Affirmative Action employer.

4. Subcontract Provisions

The SPONSOR will include the provisions of Paragraphs IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SPONSOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Section 3 Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SPONSOR and any of the SPONSOR'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SPONSOR and any of the SPONSOR'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SPONSOR certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SPONSOR further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SPONSOR further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SPONSOR certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SPONSOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Drug Free Workplace

The SPONSOR shall administer a policy designed to ensure that the programs operated by AIDS Volunteers, Inc., are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

D. Conduct

1. Assignability

The SPONSOR shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

2. Subcontracts

a. Approvals

The SPONSOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.

b. Monitoring

The SPONSOR will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SPONSOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SPONSOR shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

3. Hatch Act

The SPONSOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The SPONSOR agrees to abide by the provisions of 24 CFR 570.625 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SPONSOR further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SPONSOR hereunder.

5. Lobbying

The SPONSOR hereby certifies that:

- a. 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;
- b. 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;
- c. It will require that the language of paragraph (d) 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; and
- d. Lobbying Certification - Paragraph d

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.

6. Debarment and Suspension

The SPONSOR certifies in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three-year period preceding this bid has one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

(2) Where the SPONSOR, subcontractor is unable to certify to any of the statements in this certification, such prospective SPONSOR, subcontractor shall provide a written explanation

6. Copyright


If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The SPONSOR agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

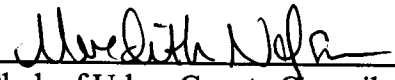
IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT




Jim Gray, Mayor

ATTEST:



Clerk of Urban County Council

AIDS VOLUNTEERS, INC.

 1/5/15

Signature of Authorized Official

Tami O. Damron

Printed Name of Authorized Official

EXHIBIT 1

Lexington-Fayette Urban County Government

OMB Number: 4040-0004

Expiration Date: 8/31/2016

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Lexington-Fayette Urban County Government"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="61-0858140"/>	* c. Organizational DUNS: <input type="text" value="0204287770000"/>	
d. Address:		
* Street1: <input type="text" value="200 East Main Street"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Lexington"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="KY: Kentucky"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="40507-1310"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Chief Administrative Officer"/>	Division Name: <input type="text" value="Grants and Special Programs"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Irene"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Gooding"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Director"/>	
Organizational Affiliation: <input type="text" value="employee"/>		
* Telephone Number: <input type="text" value="859-258-3079"/>	Fax Number: <input type="text" value="859-258-3081"/>	
* Email: <input type="text" value="ireneg@lexingtonky.gov"/>		

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.241

CFDA Title:

*** 12. Funding Opportunity Number:**

*** Title:**

Fiscal Year (FY) 2014 Expiring HOPWA Permanent Supportive Housing Renewal Application

13. Competition Identification Number:

Title:

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

Fayette County, Kentucky

Add Attachment

Delete Attachment

View Attachment

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

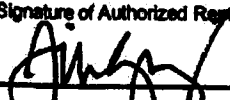
AVOL AIDS Housing Project for Lexington-Fayette County Kentucky

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 <input type="text" value="6th"/>	* b. Program/Project <input type="text" value="6th"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="01/01/2015"/>	* b. End Date: <input type="text" value="12/31/2017"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="1,437,920.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="290,300.00"/>
* f. Program Income	<input type="text" value="35,000.00"/>
* g. TOTAL	<input type="text" value="1,763,220.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="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 218, Section 1001)	
<input checked="" type="checkbox"/> ** 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: <input type="text"/>	* First Name: <input type="text" value="Jim"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Gray"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="859-258-3100"/>	Fax Number: <input type="text" value="859-258-3194"/>
* Email: <input type="text" value="jgray@lexingtonky.gov"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="03/12/2014"/>

HOPWA

Competitive Application & Renewal of Permanent Supportive Housing Project Budget Summary

Sponsored by the

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

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

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

The public reporting burden for the collection of information for the HOPWA Competitive Application & Renewal of Permanent Supportive Housing Projects Budget Summary is estimated to average 12 hours. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless that collection displays a currently valid OMB control number. OMB Approval No. 2506-0133 (Expiration Date: 10/31/2014)

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

EXHIBIT 1

Lexington-Fayette Urban County Government

OMB Approval No. 2506-0133

Application Budget Summary (all applicants)

Applicant Name	Lexington-Fayette Urban County Government	Number of Project Sponsors	one	Plan dates for grant agreement and activities	January 2015 (mo./yr.)
-----------------------	---	-----------------------------------	-----	--	------------------------

A.	Eligible Activity	HOPWA Request				Leveraged Funds
		A. Year 1	B. Year 2	C. Year 3	D. Total	
Facility Development (new applications only)	1. Acquisition					
	2. Rehabilitation, Repair & Conversion					
	3. New Construction (for Community Residences and SRO dwellings only)					
Facility Operations	4. Operating Costs for Housing Facility	258,015	258,016	258,016	774,047	
	5. Leasing					
TERRA	6. Tenant-based Rental Assistance	39,000	39,000	39,000	117,000	
STRMU	7. Short-term Rent, Mortgage, & Utility Payments to Prevent Homelessness					
Support Services	8. Supportive Services	96,766	96,767	96,767	290,300	290,300
Other Program Expenses	9. Housing Information Services	26,250	26,250	26,250	78,750	
	10. Permanent Housing Placement	13,301	13,301	13,301	39,903	
	11. Resource Identification to Establish, Coordinate & Develop Housing Assistance	2,400	2,400	2,400	7,200	
	12. Other Housing Costs (please specify in narrative; requires HUD approval)					
13. Total Program Costs: (total of lines 1-12)					1,307,200	
Administrative Expenses	14. Grantee's Administrative Costs	13,072	13,072	13,072	39,216	
	15. Project Sponsor's Administrative Costs	\$30,501	\$30,501	\$30,502	\$91,504	
16. Total HOPWA Request (total of lines 13-15)					1,437,920	

Insert application package page number _____

Form HUD-40110-B (Expiration Date 10/31/2014)

EXHIBIT 1

Lexington-Fayette Urban County Government

OMB Approval No. 2506-0133

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Lexington-Fayette Urban County Government			
Type:	Grantee: <input checked="" type="checkbox"/> Project Sponsor: <input type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/>	Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request			
		Yr. 1	Yr. 2	Yr. 3	Total
Facility Development (new applications only)	1. Acquisition Description:	Budget			
		# of Units			
	2. Rehabilitation/Repair/Conversion Description:	Budget			
		# of Units			
Facility Operations	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget			
		# of Units			
	Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>				
	4. Operating Costs for Housing Facility Description:	Budget			
TERRA STRONG		# of Units			
	5. Leasing Description:	Budget			
		# of Units			
	6. Tenant-Based Rental Assistance Payments Description:	Budget			
Support Services		# of Households			
	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget			
		# of Households			
	8. Supportive Services Costs Description:	Budget			
Other Program Expenses		# of Households			
	9. Housing Information Services Description:	Budget			
		# of Households			
	10. Permanent Housing Placement Services Description:	Budget			
		# of Households			
	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget			
Administrative Expenses		# of Households			
	12. Other Housing Costs (approved by HUD) Description:	Budget			
		# of Units			
	13. Grantee's Administrative Costs Description: Personnel and travel costs to monitor and administer project	Budget	13,072	13,072	13,072
	14. Project Sponsor's Administrative Costs Description:	Budget			

15. Total HOPWA Request for this Organization

39,216

Detailed Project Budget & Housing Outputs (each organization)

Insert application package page number _____

Form HUD-40110-B (Expiration Date 10/31/2014)

EXHIBIT 1

Lexington-Fayette Urban County Government

OMB Approval No. 2506-0133

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	AIDS Volunteers, Inc. (AVOL)			
Type:	Grantee: <input type="checkbox"/>	Project Sponsor: <input checked="" type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/> Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request				
		Yr. 1	Yr. 2	Yr. 3	Totals:	
Facility Development (new applications only)						
Facility Operations	4. Operating Costs for Housing Facility Description: Solomon House and Rainbow Apts	Budget	\$258,015	\$258,016	\$258,016	\$774,047
		# of Units	12	12	12	12
TBRA STRM	6. Tenant-Based Rental Assistance Payments Description: Scattered Site	Budget	\$39,000	\$39,000	\$39,000	\$117,000
		# of Households	6	6	6	15
Support Services	8. Supportive Services Costs Description: Case Management and other supportive services	Budget	\$96,766	\$96,767	\$96,767	\$290,300
		# of Households	33	33	33	50
Other Program Expenses	9. Housing Information Services Description: Due to the tendency of AVOL clients to be precariously housed, AVOL provides housing info and assessment during each client encounter to ensure clients are aware of all the housing opportunities through our agency and to ensure each client is in the best possible housing situation.	Budget	\$26,250	\$26,250	\$26,250	\$78,750
		# of Households	300	300	300	350
	10. Permanent Housing Placement Services Description: PHP for TBRA Clients and others	Budget	\$13,301	\$13,301	\$13,301	\$39,903
		# of Households	15	15	15	42
11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description: CoC Coordination	Budget	\$2,400	\$2,400	\$2,400	\$7,200	
Administrative Expenses	13. Grantee's Administrative Costs Description:	Budget				
	14. Project Sponsor's Administrative Costs Description: Program administration	Budget	\$30,501	\$30,501	\$30,502	\$91,504

15. Total HOPWA Request for this Organization

1,398,704

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

Insert application package page number _____

Form HUD-40110-B (Expiration Date 10/31/2014)

EXHIBIT 1

Lexington-Fayette Urban County Government

OMB Approval No. 2506-0133

Transparency Act Compliance

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

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization Lexington-Fayette Urban County Government			
City Lexington	State KY	Zip 40507	County Fayette
Congressional District of Organization 8		EIN/TIN of Organization* 61-0858140	Organization's Website Address www.lexingtonky.gov
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) Lexington, Kentucky			
City and County of Primary Service Area(s) Lexington, Fayette	Zip Code of Primary Service Area(s) 40502, 40503, 40504, 40505, 40506, 40507, 40508, 40509, 40510, 40511, 40513, 40514, 40515, 40516, 40517	Congressional District of Primary Service Area(s) 8	

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

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

Insert application package page number ____

Form HUD-40110-B (Expiration Date 10/31/2014)

EXHIBIT 1

Lexington-Fayette Urban County Government

OMB Approval No. 2508-0133

Transparency Act Compliance

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

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization			
AIDS Volunteers, Inc. (AVOL) 225 Walton Avenue, Suite 110			
City	State	Zip	County
Lexington	KY	40502	Fayette
Congressional District of Organization		EIN/TIN of Organization*	Organization's Website Address
8		61-1149457	www.avolky.org
Parent Company Name and Address (If Applicable)			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating)			
City and County of Primary Service Area(s)		Zip Code of Primary Service Area(s)	Congressional District of Primary Service Area(s)
Lexington, Fayette		40502, 40503, 40504, 40505, 40506, 40507, 40508, 40509, 40510, 40511, 40513, 40514, 40515, 40516, 40517	8

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

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

Insert application package page number _____

Form HUD-40110-B (Expiration Date 10/31/2014)

HOPWA Applicant Certifications

The following certified statements are required by law.

The Applicant hereby assures and certifies that:

1. **Fair Housing.** It will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and implementing regulations at 24 CFR part 1; Fair Housing Act, 42 U.S.C. 3601-3619, which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. Applicant will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
 - (b) It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing. For Indian tribes, it will comply with the Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*), instead of Title VI and the Fair Housing Act and implementing regulations.
 - (c) It will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 *et seq.*).
 - (d) It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.
 - (e) It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 135.11(e).
 - (f) It will comply with Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701(u)), as amended, and implementing regulations at 24 CFR part 135, which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.
 - (g) It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, which prohibit discrimination based on handicap in federally-assisted programs and activities.

EXHIBIT 1

Lexington-Fayette Urban County Government

OMB Approval No. 2506-0133

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

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

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

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

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

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

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

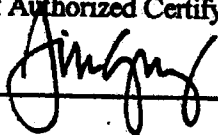
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will refer for prosecution false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012,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

HOPWA Applicant Certifications

Name with Signature of Authorized Certifying Official & Date

Jim Gray

March 12, 2014



Title

Mayor

Name of Applicant

Lexington-Fayette Urban County Government

Insert application package page number _____

Form HUD-40110-B (Expiration Date 10/31/2014)

**Certification of Consistency
with the Consolidated Plan**

**U.S. Department of Housing
and Urban Development**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Lexington-Fayette Urban County Government

Project Name: AVOL AIDS Housing Project for Lexington-Fayette County Kentucky

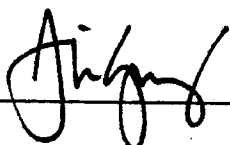
Location of the Project: Lexington, Fayette County, Kentucky

Name of the Federal Program to which the applicant is applying: HUD-Housing Opportunities for Person with AIDS

Name of Certifying Jurisdiction: Lexington-Fayette Urban County Government

Certifying Official of the Jurisdiction Name: Jim Gray

Title: Mayor

Signature: 

Date: 04/04/2014

EXHIBIT 1

Lexington-Fayette Urban County Government

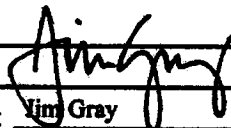
DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Lexington-Fayette Urban County Gvt. 200 East Main Street Lexington, KY 40507 Congressional District, if known: 6th	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: HOPWA CFDA Number, if applicable: 14.241	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ 1,474,000	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
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 this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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:  Print Name: Jim Gray Title: Mayor Telephone No.: 859-258-3100 Date: 3/12/2012	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-87)

MEMORANDUM OF UNDERSTANDING


Whereas the Central Kentucky Housing & Homeless Initiative, Inc. (CKKHI) is the local Continuum of Care (CoC) for Fayette County, KY; and

Whereas AIDS Volunteers, Inc. (AVOL) is the sole sponsor under Lexington-Fayette Urban County Government's Housing Opportunities for People with HIV/AIDS (HOPWA) in Fayette County, KY;

Let it be understood that CKKHI and AVOL shall work together to increase local collaborations in the delivery of housing and services and to reduce duplication of local systems of support. Efforts shall include:

- Regular meetings of the CoC and its members.
- Collaboration to address the housing and service needs of low-income and/or homeless persons and families living with HIV/AIDS.
- Participation in point-in-time counts and housing inventory counts as appropriate to assess the number of sheltered and unsheltered persons as well as beds/units designated for homeless persons in Fayette County.
- Collaboration in the development/implementation of a local coordinated assessment system for Fayette County as defined in 24 CFR 578.3.
- Once a local coordinated assessment system for Fayette County has been implemented, AVOL agrees to enter data on homeless clients into the Kentucky Homeless Management Information System.


This Memorandum of Understanding shall be in force and effect from March 1, 2014 until December 31, 2017, at which time it may be reviewed and/or renewed.



 3-11-14

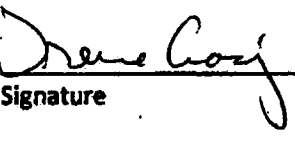
Signature Date

David Christiansen
Executive Director
Central Kentucky Housing & Homeless Initiative, Inc.



 3/11/14

Mark J. Royse
Executive Director
AIDS Volunteers, Inc.



 3-11-2014

Irene Gooding, Director
Division of Grants and Special Programs
Lexington-Fayette Urban County Govt.

EXHIBIT 1

Lexington-Fayette Urban County Government

Central Kentucky Housing & Homeless Initiative (CKHHI) Meeting Schedule, 2015-2017

CKHHI meets on the first Thursday of each month* in the administrative offices of Goodwill located at 130 W. New Circle Rd in Lexington, KY.

2015 Meetings

January 8*
February 5
March 5
April 2
May 7
June 4
July 2
August 6
September 3
October 1
November 12
December 3

2016 Meetings

January 7
February 4
March 3
April 7
May 5
June 2
July 7
August 4
September 1
October 6
November 3
December 1

2017 Meetings

January 5
February 2
March 2
April 6
May 4
June 1
July 6
August 3
September 7
October 5
November 2
December 1

**indicates a month when the meeting is not on the first Thursday*

EXHIBIT 1

4. Operating Costs			
PERSONNEL		CALCULATIONS	TOTAL
Position: Solomon House Housing Facility Case Manager (.29 FTE)		\$44,400 annual salary (including 20% fringe benefits) x .285818 FTE x 3 years	\$38,071
Activities: manage day-to-day operations of facilities, facility-related maintenance/ repair, consultation with facility support staff regarding client issues/needs			
Position: Rainbow Apartment Housing Facility Case Manager (.30 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .303753 FTE x 3 years	\$38,273
Activities: manage day-to-day operations of facilities, facility-related maintenance/ repair,			
Position: Client Svcs Director (.10 FTE)		\$60,600 annual salary (including 20% fringe benefits) x .097909 FTE x 3 years	\$17,800
Activities: provide consultation to Housing Facility Case Managers regarding facility-related maintenance/repair, identify long-term facility operations challenges			
Position: Finance Manager (.10 FTE)		\$57,600 annual salary (including 20% fringe benefits) x .100000 FTE x 3 years	\$17,280
Activities: process accounts payable for operations expenses, communicate with vendors, ensure vendors meet proper criteria			
Position: Executive Director (.10 FTE)		\$87,600 annual salary (including 20% fringe benefits) x .100000 FTE x 3 years	\$26,280
Activities: Executive guidance of facilities operations, provide consultation to Client Service Director, Finance Manager, Housing Facility Case Managers, review/approve operations bids/expenses, serve as liaison between facility and vendors if needed, mediate client grievance issues related to facility operations, provide guidance on any issues related to operations liabilities			
Contracted 24-Hour Staffing Service:	Around-the-clock assistance for Solomon House clients, respond to emergencies, and perform light facility maintenance	\$14,000/mo (contracted rate) x 36 months	\$504,000
NON-PERSONNEL		CALCULATIONS	TOTAL
Utilities:	Utilities for facilities: gas, water, electric, sewage/trash	\$795/mo x 36 months	\$28,620
Food & Household Supplies:	Groceries for Solomon House meals and common use, Rainbow Apartments Community room and common use, as well as household supplies for cleaning common areas	\$492.50/mo x 36 months	\$17,695
Professional Services:	Pest control, monitored security system, lawn service/snow removal, off-site file storage	\$486/mo x 36 months	\$17,496
Facility Maintenance:	Maintenance and repair for HVAC, plumbing, electrical, appliances, glass, locks, etc.	\$875/mo x 36 months	\$31,500
Office Space:	Indirect program office space expense determined by square footage and billed directly as detailed in AVOL's Cost Allocation Plan	\$20/yr for Solomon and Rainbow rent x 3 years + \$280/mo for Walton Rent x 36 months	\$10,140
Insurance:	Indirect program-shared expenses of insurance premiums (Worker's Comp, Commercial Liability, etc.) billed directly as detailed in AVOL's Cost Allocation Plan	\$150/mo x 36 months	\$5,400
Phone, Internet, and Network Technology:	Indirect program-shared expenses of digital phone and internet for facilities, on-call mobile phone, IT maintenance and repair billed directly as detailed in AVOL's Cost Allocation Plan	\$360/mo x 36 months	\$12,960
Printing & Reproduction:	Facility-based printing & reproduction expenses as well as indirect program-shared expense of printing & reproduction at Walton Ave billed directly as detailed in AVOL's cost allocation plan	\$92/mo x 36 months	\$3,312
Postage:	Indirect program-shared postage expense billed directly as detailed in AVOL's Cost Allocation Plan	\$35/mo x 36 months	\$1,260
Office Supplies:	Facility-based office supplies as well as indirect program-shared expense of office supplies at Walton Ave billed directly as detailed in AVOL's cost allocation plan	\$110/mo x 36 months	\$3,960
OPERATING TOTAL			\$771,017

NOTE: FTE values are rounded to two decimal places

EXHIBIT 1

6. Tenant-Based Rental Assistance			
PERSONNEL		CALCULATIONS	TOTAL
Position: Rainbow Apartment Housing Facility Case Manager (.02 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .020269 FTE x 3 years	\$2,554
Activities: manages TBRA-related activities, including intake, enrollment, housing inspections, income certification, leasing, and monthly TBRA payments			
Position: Client Services Coordinator (<.01 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .001873 FTE x 3 years	\$236
Activities: assists with TBRA-related activities, including intake, enrollment, leasing, and income certification—primarily clients who are native Spanish speakers			
Position: Client Svcs Director (<.01 FTE)		\$60,600 annual salary (including 20% fringe benefits) x .003542 FTE x 3 years	\$644
Activities: provide guidance and consultation to Housing Facility Case Manager/Client Services Coordinator for TBRA-related activity to ensure TBRA regulations are followed			
Position: Finance Manager (<.01 FTE)		\$57,600 annual salary (including 20% fringe benefits) x .006990 FTE x 3 years	\$1,208
Activities: process accounts payable for TBRA expenses, communicate with vendors/landlords, ensure vendors/landlords meet proper criteria and have necessary paperwork on file			
Position: Executive Director (<.01 FTE)		\$87,600 annual salary (including 20% fringe benefits) x .004596 FTE x 3 years	\$1,208
Activities: Executive guidance of TBRA program, provide guidance and consultation to Client Service Director, Finance Manager, Housing Facility Case Manager, Client Services Coordinator, review/approve TBRA expenses, serve as liaison between agency and vendors/landlords, mediate client grievance issues related to TBRA			
NON-PERSONNEL		CALCULATIONS	TOTAL
Rental Assistance:	To serve an average of 6 households per year @ \$5850/yr	6 households x \$5850 per year x 3 years	\$105,300
Program Expenses:	Indirect shared costs associated with the TBRA program (such as office space, printing & reproduction, postage, insurance, etc.) allocated proportionally and billed directly as detailed in AVOL's Cost Allocation Plan	\$162.50/mo x 36 months	\$5,850
TBRA TOTAL			\$117,000

8. Supportive Services Costs			
PERSONNEL		CALCULATIONS	TOTAL
Position: Rainbow Apartment Housing Facility Case Manager (.47 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .471460 FTE x 3 years	\$59,404
Activities: provide case management and supportive services to clients living in Rainbow Apartments and enrolled in the TBRA program			
Position: Solomon House Housing Facility Case Manager (.62 FTE)		\$44,400 annual salary (including 20% fringe benefits) x .615300 FTE x 3 years	\$81,958
Activities: provide intensive case management and supportive services to residents of Solomon House in collaboration with facility staff			
Position: Client Services Coordinator (.08 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .081952 FTE x 3 years	\$10,326
Activities: provide case management and supportive services to clients at Solomon House, Rainbow Apartments as well as TBRA clients—primarily those clients who are native Spanish speakers			
Position: Case Worker (.50 FTE)		\$44,000 annual salary (including 20% fringe benefits) x .500000 FTE x 3 years	\$66,000
Activities: provides intensive case management for a case load of 15-25 clients per year, focusing on mental health issues and other barriers related to social determinants of health			
Position: Client Svcs Director (.13 FTE)		\$60,600 annual salary (including 20% fringe benefits) x .129801 FTE x 3 years	\$23,598
Activities: provide consultation and guidance to Housing Facility Case Managers and Client Services Coordinator, develop supportive services programming, ensure eligible activities			

NOTE: FTE values are rounded to two decimal places

EXHIBIT 1

Position: Finance Manager (.06 FTE)		\$57,600 annual salary (including 20% fringe benefits) x .060000 FTE x 3 years	\$10,368
Activities: process accounts payable for supportive service expenses, communicate with vendors, ensure vendors meet proper criteria and have necessary paperwork on file, verify activity eligibility			
Position: Executive Director (.06 FTE)		\$87,600 annual salary (including 20% fringe benefits) x .060000 FTE x 3 years	\$15,768
Activities: Executive guidance of the supportive services program, provide consultation to Client Service Director, Finance Manager, Housing Facility Case Managers, Client Services Coordinator, review/approve supportive service expenses, serve as liaison between agency and vendors, mediate client grievance issues related to Supportive Services			
NON-PERSONNEL		CALCULATIONS	TOTAL
Supportive Services:	Materials for Life Skills Management workshops, Meals/Nutritional Service expense, Transportation expense	\$200/mo x 36 months	\$7,200
Program Expenses:	Indirect shared program costs associated with case management and Supportive Services (such as office space, printing & reproduction, postage, insurance, etc.) allocated proportionally and billed directly as detailed in AVOL's Cost Allocation Plan	\$435/mo x 36 months	\$15,678
SUPPORTIVE SERVICES TOTAL			\$22,878

9. Housing Information Services			
PERSONNEL		CALCULATIONS	TOTAL
Position: Rainbow Apartment Housing Facility Case Manager (.16 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .161619 FTE x 3 years	\$20,364
Activities: assess all clients for housing program appropriateness, provide housing case management, including housing counseling, housing advocacy, information and referral services, fair housing information, and housing search and assistance			
Position: Solomon House Housing Facility Case Manager (.06 FTE)		\$44,400 annual salary (including 20% fringe benefits) x .058881 FTE x 3 years	\$7,843
Activities: assess all clients for housing program appropriateness, assess all clients for housing program appropriateness, provide housing case management, including housing counseling, housing advocacy, information and referral services, fair housing information, and housing search and assistance			
Position: Client Services Coordinator (.12 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .119087 FTE x 3 years	\$15,005
Activities: assess all clients for housing program appropriateness, provide housing case management, assess all clients for housing program appropriateness, provide housing case management, including housing counseling, housing advocacy, information and referral services, fair housing information, and housing search and assistance - primarily for those clients who are Spanish speakers			
Position: Client Svcs Director (.06 FTE)		\$60,600 annual salary (including 20% fringe benefits) x .060874 FTE x 3 years	\$11,067
Activities: provide guidance and consultation to Housing Facility Case Managers, Client Services Coordinator, assess all clients for housing program appropriateness, provide housing case management, assess all clients for housing program appropriateness, provide housing case management, including housing counseling, housing advocacy, information and referral services, fair housing information, and housing search and assistance			
Position: Finance Manager (.02 FTE)		\$57,600 annual salary (including 20% fringe benefits) x .020000 FTE x 3 years	\$3,456
Activities: process accounts payable for housing information program expenses, communicate with vendors, ensure vendors meet proper criteria and have necessary paperwork on file			

EXHIBIT 1

Position: Executive Director (.05 FTE)		\$87,600 annual salary (including 20% fringe benefits) x .050000 FTE x 3 years	\$13,140
Activities: Executive guidance of the housing information program, provide guidance and consultation to Client Service Director, Finance Manager, Housing Facility Case Managers, Client Services Coordinator, review/approve housing information program expenses, mediate client grievance issues and fair housing concerns related to the Housing Information program, represent the program in a housing advocacy role among other service providers/ landlords, design and publish print and electronic information about AVOL's housing programs			
NON- PERSONNEL		CALCULATIONS	TOTAL
Program Expenses:	Indirect shared program costs associated with Housing Information services (such as office space, printing & reproduction, postage, insurance, etc.) allocated proportionally and billed directly as detailed in AVOL's Cost Allocation Plan	\$218.75/mo x 36 months	\$7,875
HOUSING INFORMATION TOTAL			\$78,730

10. Permanent Housing Placement Services			
PERSONNEL		CALCULATIONS	TOTAL
Position: Rainbow Apartment Housing Facility Case Manager (<.01 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .002896 FTE x 3 years	\$365
Activities: help clients transition into stable, permanent housing by assisting with application fees, deposits, and first month's rent (not to exceed 2 mo of rent)			
Position: Client Services Coordinator (<.01 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .003611 FTE x 3 years	\$455
Activities: help clients transition into stable, permanent housing by assisting with application fees, deposits, and first month's rent (not to exceed 2 mo of rent)--primarily clients who are native Spanish speakers			
Position: Client Svcs Director (<.01 FTE)		\$60,600 annual salary (including 20% fringe benefits) x .002007 FTE x 3 years	\$365
Activities: provide guidance and consultation to Housing Facility Case Manager, Client Services Coordinator, ensure PHP regulations are followed, ensure requests do not exceed 2 mo rent			
Position: Finance Manager (<.01 FTE)		\$57,600 annual salary (including 20% fringe benefits) x .002343 FTE x 3 years	\$405
Activities: process accounts payable for PHP expenses, communicate with vendors/landlords, ensure vendors/landlords meet proper criteria and have necessary paperwork on file			
Position: Executive Director (<.01 FTE)		\$87,600 annual salary (including 20% fringe benefits) x .001541 FTE x 3 years	\$405
Activities: Executive guidance of PHP program, provide guidance and consultation to Client Service Director, Finance Manager, Housing Facility Case Manager, Client Services Coordinator, review/approve PHP expenses, serve as liaison between agency and vendors/landlords, mediate client grievance issues related to Permanent Housing Placement services			
NON- PERSONNEL		CALCULATIONS	TOTAL
Deposit/Placement Assistance:	To provide permanent housing placement to apx. 15 households per year @ \$798/yr	15 households x \$798 per year x 3 years	\$35,913
Program Expenses:	Indirect shared program costs associated with Permanent Housing Placement services (such as office space, printing & reproduction, postage, insurance, etc.) allocated proportionally and billed directly as detailed in AVOL's Cost Allocation Plan	\$54.20/mo x 36 months	\$1,995
PERMANENT HOUSING PLACEMENT TOTAL			\$38,903

11. Resource ID			
PERSONNEL		CALCULATIONS	TOTAL
Position: Client Services Coordinator (.02 FTE)		\$42,000 annual salary (including 20% fringe benefits) x .023476 FTE x 3 years	\$2,958
Activities: Participate in meetings to establish, coordinate, and develop coordinated housing assessment and assistance w/ local Continuum of Care (CoC)			

EXHIBIT 1

Lexington-Fayette Urban County Government

AIDS Volunteers, Inc
HOPWA Competitive Application Renewal of Permanent Supportive Housing Project
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Position: Client Svcs Director (.02 FTE)		\$60,600 annual salary (including 20% fringe benefits) x .019372 FTE x 3 years	\$3,522
Activities: Participate in meetings to establish, coordinate, and develop coordinated housing assessment and assistance w/ local Continuum of Care (CoC)			
NON-PERSONNEL			
Program Expenses:	Indirect shared program costs associated with Resource ID activities (such as office space, printing & reproduction, postage, insurance, etc.) allocated proportionally and billed directly as detailed in AVOL's Cost Allocation Plan	CALCULATIONS \$218.75/mo x 36 months	TOTAL \$720
RESOURCE ID TOTAL			\$7,200

13. Administrative (Grantee)

PERSONNEL			
Position: Grants Manager (.10 FTE)		CALCULATIONS	TOTAL
Activities: Oversight of the operation of the project, approve payments to sponsor, monitor sponsor, complete drawdowns, be responsible for Annual Progress Report, and be responsible for HUD monitorings		\$54,333 annual salary plus CERS retirement of 18.5%; FICA & Medicare @ 7.65%, Fringe benefits @ 12%, and Unemployment insurance @ .28%; 10% FTE	\$29,473
Position: Financial Coordinator (.1114 FTE)			
Review of all Sponsor invoices for accuracy, completeness, and eligibility of expenses		\$40,095 annual salary plus CERS retirement of 18.5%; FICA & Medicare @ 7.65%, Fringe benefits @ 12%, and Unemployment insurance @ .28%; 11.14% FTE	\$6,181
NON-PERSONNEL			
Program Expenses:	three trainings, local travel	CALCULATIONS Air travel @ \$495 x 3 = \$1485; Hotel expense for 9 nights @ \$145.00= \$1305; Per Diem \$35.00/day at 12 days = \$420; ground travel @ \$50 x 3= \$150; Local Travel 400 miles @ \$.505/mile	TOTAL \$3,562
ADMINISTRATION TOTAL			\$71,216

14. Administrative (Project Sponsor)

PERSONNEL			
Position: Client Svcs Director (.02 FTE)		CALCULATIONS	TOTAL
Activities: Program planning and development, ensuring program activities comply with HOPWA regulations, accurately collecting and aggregating service data for reporting purposes		\$60,600 annual salary (including 20% fringe benefits) x .016501 FTE x 3 years	\$3,000
Position: Finance Manager (.16 FTE)			
Activities: Program budget planning & development, invoice preparation, payroll processing and related HR functions for all program staff, ensuring program compliance with HOPWA regulations and AVOL policies, ensuring required liability insurance/workers' comp insurance is current and maintained, preparing for annual audit, accurately recording and aggregating financial data for program reporting.		\$57,600 annual salary (including 20% fringe benefits) x .160665 FTE x 3 years	\$27,763
Position: Executive Director (.08 FTE)			
Activities: Executive oversight and management of grant, serve as direct supervisor to Client Service Director and Finance Manager and indirect supervisor to all program staff, program and budget development and planning, review/approve invoices, review/approve payroll, ensuring program compliance with HOPWA regulations and AVOL policies, preparing for annual audit, accurately recording and aggregating financial data for program reporting.		\$87,600 annual salary (including 20% fringe benefits) x .083862 FTE x 3 years	\$22,039
NON-PERSONNEL			
Program Expenses:	Direct costs associated administrative oversight of the grant including payroll processing, insurance, and audit as well as indirect shared program costs associated with Administrative activities (such as office space, printing & reproduction, postage, insurance, etc.) allocated proportionally and billed directly as detailed in AVOL's Cost Allocation Plan	CALCULATIONS \$1075/mo x 36 months	TOTAL \$38,702
ADMINISTRATION TOTAL			\$71,508

NOTE: FTE values are rounded to two decimal places