



P I N A L • C O U N T Y
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Pinal County 2014
Annual Public Housing
Agency Plan
AZ010v2

Pinal County Housing Department
Table of Contents – 2014 Annual Agency Plan
AZ010v2

- I. HUD 50075

- II. Section 6.0 of HUD 50075 - 13 Elements
 - 1. Eligibility, Selection and Admissions Policies Including De-concentration and Wait List Procedures – no update
 - 2. Financial Resources (*Attached 6.0.2*)
 - 3. Rent Determinations (*Attached 6.0.3*)
 - 4. Operation and Management – no update
 - 5. Grievance Policy – no update
 - 6. Designated Housing for Elderly and Disabled Families – N/A
 - 7. Community Service and Self-Sufficiency (*Attached 6.0.7*)
 - 8. Safety and Crime Prevention – no update
 - 9. Pets – no update
 - 10. Civil Rights Certification (*Attached with 11.0 Certifications*)
 - 11. Fiscal Year Audit (*Attached 6.0.11*)
 - 12. Asset Management – no update
 - 13. Violence Against Women Act (*Policy and revised lease attached 6.0.13*)

- III. Section 7.0 – Demo/Disposition (*Attached 7.0*)

- IV. Section 9.0 – Housing Needs (*Attached 9.0*)
 - Section 9.1 – Strategy for Addressing Housing Needs (*Attached 9.1*)

- V. Section 10.0 – Additional information (*FSS Action Plan attached - 10.0(a)*)

- VI. Section 11.0 – Required submission for HUD Field Office (*Certifications attached*)
 - (a) Form HUD 50077
 - (b) Form HUD 50070
 - (c) Form HUD 50071
 - (d) Form SF-LLL
 - (e) Form SF-LLL-A
 - (f) Resident Advisory comments (*Attached 11.0 (f)*)
 - (g) Challenged Elements (*Attached 11.0 (g)*)
 - Form HUD 50077CR
 - Form HUD 50077SL

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Pinal County Housing & Community Development Department</u> PHA Code: <u>AZ010</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2014</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>169</u> Number of HCV units: <u>584</u>				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission Financial Resources (attachment 6.0.2), Rent Determination (attachment 6.0.3), Community Service & Self Sufficiency (attachment 6.0.7), Fiscal Year Audit (attachment 6.0.11), and Violence Against Woman Act - VAWA (attachment 6.0.13, policy & revised lease). (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. 970 North Eleven Mile Corner Road, Casa Grande, AZ. 85194. Our plan can be found on our Department's County website http://pinalcountyaz.gov/departments/housing/Pages/Home.aspx				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable. We are planning to dispose of our Stanfield property. We have spoken to two non-profit agencies about potentially using the site for alternative housing and continue on going communication. Detailed information regarding the public housing site is available in Attachment 7.0. The PHA's Homeownership Program, NSP3 ended 3/14/2014.				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable. In accordance with Federal Register, Public Housing Capital Fund Program, Final Rule, published October 24, 2013, the Capital Fund program has been de-coupled from the PHA Plan process. See HUD Form 50075.2 approved by HUD on 05/29/2013.				
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.				
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.				
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.				
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Attachment 9.0				

9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan</p> <ul style="list-style-type: none"> ●Public Housing marketing and outreach efforts are constant to increase unit occupancy. ●We continue to apply for and receive Community Development Block Grants, HOME funds and other State Housing funds to continue assisting low to moderate income homeowners with housing replacement or rehabilitation. ●We are actively involved in a veterans non-profit group and seeking ways to assist veterans and homeless veterans.
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> ●We continually utilize our Capital Funds in a timely manner, completing much needed improvements to our Public Housing units. ●We were able to start a homeownership program with NSP 3 funds received in March, 2011 and exceed our goal of 44 homeowners. We assisted 65 households become homeowners through December, 2013. Funding under this program ceased on March 15, 2014 and we no longer have a homeownership program. ●Due to sequestration we have reduced the number of Housing Choice Vouchers issued based on reduced funding. We are currently utilizing 78% of vouchers under ACC. ●We are in process of preparing a reorganization of staff, with layoffs, based on deep cuts we experienced in HUD funding due to sequestration. ●Attached is 10.0 (a), Updated Family Self Sufficiency (FSS) Action Plan. <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification. Substantial Deviations and Significant Amendments or Modifications are defined as a change that will negatively impact a majority of Section 8 or Public Housing participants or waiting list applicants, except when the change is determined to be necessary in order to comply with regulatory requirements, respond to funding constraints, or respond to a federally, state or locally declared emergency. Substantial deviations or significant amendments or modifications additionally are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Supervisors.</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)

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6.0.2

Financial Resources Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants		
a) Public Housing Operating Fund	500,000	Conventional Housing Subsidy
b) Public Housing Capital Fund	141,000	Conventional Housing Improvements
c) Annual Contributions - Housing Choice Voucher	2,726,510	Tenant Based Rental Assistance
d) Resident Opportunity for Self Sufficiency	65,190	Assist Conventional Housing Residents become independent from assistance
e) Community Development Block Grant Fund	174,730	Housing Rehabilitation - Owner Occupied
f) HOME	166,484	Housing Replacement - Owner Occupied
g) Neighborhood Stabilization Program	972,907	Remove foreclosed housing units from distressed neighborhoods in Pinal County
h) HOPWA	0	Transitional and permanent housing for persons with AIDS
2. Public Housing Rental Income		
a) Conventional Housing	260,000	Rental income
3. Other Income		
a) County Owned Affordable Housing	7,500	Transitional housing for victims of domestic violence
b) County General Fund	124,531	Operation of sewer treatment plants, utilities and fuel

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6.0.3 – Rent Determination

THE FLAT RENT

The PCHCD has set a flat rent for each public housing unit. Per HUD mandate, in 2014, minimum flat rents will be set at 80% of the Fair Market Rent (FMR) as established by HUD for the Housing Authority's area. Further adjustments will be made for tenant-paid utilities. In no event shall the flat rent be less than 80% of the local FMR established by HUD. Any increase caused by an increase of the flat rent required by HUD shall be limited to 35% of the existing flat rent per year unless state or local law requires a lesser increase.

In subsequent years, the PCHCD is required by HUD to conduct a market study based on the Rent Reasonableness (RR) methodology. In doing so, it will consider the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood as compared to similar units in the private, unassisted rental market.

If the flat rent as determined by the Rent Reasonableness study is at least 80% of the FMR, the Housing Authority must set the flat rents at the amounts determined by the RR study, subject to utility adjustments. If the flat rent as determined by the RR study is less than 80% of FMR, the Housing Authority must set the flat rents at no less than 80% of the local FMR, subject to utility adjustments. Any phase-in related to the 35% cap increase will continue to apply.

Upon issuance of new FMR's by HUD, the Housing Authority must determine if the current flat rents are at least 80% of the new FMR, and update the flat rent amounts if necessary to meet the 80% requirement within a reasonable time, but no later than 90 days of HUD publishing new FMRs. The PCHCD will tie the timing of the required RR study to the annual issuance of FMRs to avoid possible duplication of flat rent adjustment.

Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3).

The PCHCD will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent because the PCHCD Housing Authority has already factored who pays for the utilities into the flat rent calculation.

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6.0.7 – Community Service & Self Sufficiency

Community Service - In order to be eligible for continued public housing occupancy, each adult family member must either (1) contribute eight (8) hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. The eight hours of activity must be performed each month. An individual may not skip a month and then double up the following month unless special circumstances warrant it.

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

The PCHCD coordinates with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the PCHCD may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

Resident Opportunity Self-Sufficiency (ROSS) Program- Target audience is active public housing residents. This program is open to all public housing residents and its volunteer only. The role of the Service Coordinator is to link the residents to agencies that can promote self-sufficiency. The following are example of services render by the ROSS program: encouraging residents to return back to school, seek employment, seek social service to keep families united, financial utility assistance, financial budgeting, eviction prevention, etc..

For the last fiscal year the ROSS program has helped 33 families. During this past fiscal year ROSS has made referrals to 11 agencies. In addition, ROSS has a lap top available for active tenants to use for tenants to do job search, school applications, independent research, and any activity that would help them become more self sufficient.

S Family Self Sufficiency - Our plans over the next year will be to revise our FSS Action Plan and to increase participation in the new FSS program. The services listed below are the current services being offered and may be revised to cover our revised program.

All activities and supportive services provided to all FSS participants will vary based on the needs of the participant and the service coordination efforts. FSS coordinator will upon request, use all local resources available to obtain any all information clients may need to complete an objective or goal. The FSS Coordinator may contact the local community college for information on GED classes regarding dates, times, contact person and for participant and information regarding other sites available that maybe closer for participants to be able to attend such courses to achieve goals in obtaining GED. Such information will be provided directly to participants through personal referral, phone, fax or mail contact. The FSS coordinator will maintain an effective relationship with representatives from local agencies or any other programs that may provide assistance to participants in completing objectives and goals as needed. These services may include but are not limited to:

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6.0.7 – Community Service & Self Sufficiency

1. GED
2. High School
3. Vocational/Job Training
4. Job Retention
5. Child care services
6. Transportation solutions
7. Job search and placement
8. Post-secondary education
9. Health Services
10. Alcohol and other drug abuse prevention services
11. Mentoring
12. Home-ownership counseling

All participants may receive supportive services based on the resources available to the FSS program.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs include job training, work placement, basic skills training, education, English proficiency, work fair, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

**Financial Statements of the
PINAL COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT
Casa Grande, Arizona
For the year ended June 30, 2013
Including
Independent Auditors' Reports
and Supplemental Information**

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

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Baird, Blackburn & Associates, PC
certified public accountants and business advisors

Independent Auditors' Report

To the Board of Supervisors
Pinal County Housing and Community Development Department
Casa Grande, Arizona

We have audited the accompanying financial statements of the governmental activities and each major fund of Pinal County Housing and Community Development Department (the Department), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the department's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Department, as of June 30, 2013, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The Department has not presented the management's discussion and analysis or the budgetary comparison information that *Government Auditing Standards* has determined is necessary to supplement, although not required to be a part of, the basic financial statements because Pinal County will present the required supplementary information in the County wide financial statements.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Department's basic financial statements. The accompanying supplemental information, included as Financial Data Schedules on pages 19 to 20, are not a required part of the basic financial statements, but are presented for purposes of additional analysis as required by the *Consolidated Audit Guide for Audits of HUD Programs* issued by the U.S. Department of Housing and Urban Development, Office of the Inspector General. The accompanying Schedule of Expenditures of Federal Awards, included on page 24, is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements of the Department. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and in our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Baird, Blackburn & Associates, P.C.

Baird, Blackburn & Associates, PC
Bountiful, Utah
October 3, 2013

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
STATEMENT OF NET POSITION
As of June 30, 2013

	Governmental Activities
ASSETS	
Current assets:	
Cash and cash equivalents	\$ 323,131
Accounts receivable - tenants	17,534
Accounts receivable - HUD	88,029
Accounts receivable - other	47,553
Inventories	36,447
Prepaid expenses	31,729
Total Current Assets	544,423
Restricted assets:	
Cash and cash equivalents	213,247
Capital Assets - restricted to low income housing:	
Nondepreciable	426,628
Depreciable (net of accumulated depreciation)	7,296,817
Total Capital Assets	7,723,445
Other Assets	
Notes receivable	4,374
Total Assets	8,485,489
LIABILITIES	
Current liabilities:	
Accounts payable and other current liabilities	64,959
Accrued payroll	18,353
Tenant security deposits	31,137
Total Current Liabilities	114,449
Long-term liabilities:	
Compensated absences-long term	94,293
Notes Payable	486,851
Total Long-term Liabilities	581,144
Total Liabilities	695,593
NET POSITION	
Net Invested in Capital Assets	7,236,594
Restricted Net Position	99,157
Unrestricted Net Position	454,145
Total Net Position	\$ 7,789,896

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2013

<u>Functions/Programs</u>	<u>Program Revenues</u>				<u>Net (Expense) Revenue and Changes in Net Position</u>
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
Primary government:					
Governmental activities:					
Housing	\$ 6,796,852	\$ 389,403	\$ 5,875,066	\$ 49,751	\$ (482,632)
Total governmental activities	<u>\$ 6,796,852</u>	<u>\$ 389,403</u>	<u>\$ 5,875,066</u>	<u>\$ 49,751</u>	<u>(482,632)</u>
General revenues:					
Investment earnings					29
Miscellaneous					13,480
Total general revenues and transfers					<u>13,509</u>
Changes in net position					<u>(469,123)</u>
Net Position - July 1, 2012					8,259,163
Prior period adjustment					<u>(144)</u>
Net Position - July 1, 2012 - Restated					8,259,019
Net Position - June 30, 2013					<u>\$ 7,789,896</u>

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
BALANCE SHEET
GOVERNMENTAL FUNDS
As of June 30, 2013

	PHA Owned Housing	ROSS Activities	Section 8 Housing Assistance Program	CDBG NSP III	Other Housing Activities	Total
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 296,979	\$ -	\$ 2,479	\$ -	\$ 23,673	\$ 323,131
Accounts receivable - tenants	813	-	16,698	-	23	17,534
Accounts receivable - HUD	82,281	1,724	-	4,024	-	88,029
Accounts receivable - other	8,095	-	20,568	-	18,890	47,553
Interprogram receivables	17,455	-	-	-	15,000	32,455 *
Inventories	36,447	-	-	-	-	36,447
Prepaid expenses	31,729	-	-	-	-	31,729
Restricted assets:						
Cash and cash equivalents	30,777	6,211	169,412	6,487	360	213,247
Long term assets:						
Notes receivable	2,963	-	-	-	1,411	4,374
Total assets	\$ 507,539	\$ 7,935	\$ 209,157	\$ 10,511	\$ 59,357	\$ 794,499
LIABILITIES						
Current liabilities:						
Accounts payable	\$ 4,041	\$ -	\$ 483	\$ 2,609	\$ -	\$ 7,133
Accrued payroll	12,774	-	5,579	-	-	18,353
Interprogram payables	-	7,935	15,000	7,902	1,618	32,455 *
Tenant security deposits	30,777	-	-	-	360	31,137
FSS Escrow Liability	-	-	57,826	-	-	57,826
Total liabilities	47,592	7,935	78,888	10,511	1,978	146,904
FUND BALANCE						
Nonspendable:						
Inventories	36,447	-	-	-	-	36,447
Prepaid expenses	31,729	-	-	-	-	31,729
Long term notes receivable	2,963	-	-	-	-	2,963
Restricted for:						
PHA Owned Housing	388,808	-	-	-	-	388,808
ROSS Activities	-	-	-	-	-	-
Section 8 Housing Assistance Program	-	-	130,269	-	-	130,269
Assigned to:						
Other Housing Activities	-	-	-	-	57,379	57,379
Total fund balance	459,947	-	130,269	-	57,379	647,595
Total liabilities and fund balance	\$ 507,539	\$ 7,935	\$ 209,157	\$ 10,511	\$ 59,357	\$ 794,499

* Not Included on the Statement of Net Assets

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
As of June 30, 2013**

Fund balance - total governmental fund balance sheet	\$	647,595
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	13,617,753	
Less accumulated depreciation	(5,894,308)	7,723,445

Long-term liabilities are not due and payable in the current period and therefore are not reported in the Governmental funds.

Compensated absences		(94,293)
Loan Payable		<u>(486,851)</u>

Net Position of governmental activities - statement of net position	\$	<u><u>7,789,896</u></u>
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PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS
For the Year Ended June 30, 2013

	PHA Owned Housing	ROSS Activities	Section 8 Housing Assistance Program	CDBG NSP III	Other Housing Activities	Total
Operating Revenues:						
Net tenant rental revenue	\$ 251,816	\$ -	\$ -	\$ -	\$ 9,551	\$ 261,367
Tenant revenue - other	46,840	-	13,480	-	597	60,917
HUD PHA Grants	781,909	56,966	3,004,405	2,081,537	-	5,924,817
HUD administration fee Income-portability	-	-	26,353	-	-	26,353
Other	54,246	-	-	-	-	54,246
Total operating revenues	1,134,811	56,966	3,044,238	2,081,537	10,148	6,327,700
Operating Expenses:						
Administrative:						
Housing assistance payments	-	-	2,871,050	1,958,524	-	4,829,574
Administrative salaries	243,190	31,021	236,988	92,505	-	603,704
Auditing fees	9,000	2,000	7,000	2,000	-	20,000
Employee benefit contributions	51,639	12,562	83,136	19,115	-	166,452
Bank service charges	4,206	-	1,087	339	-	5,711
Staff training	2,417	-	788	-	79	3,205
Travel	127	661	10	1,766	-	2,564
Office supplies	6,041	5,571	4,933	6,464	223	23,232
Sundry	4,850	2,820	31,850	91	7	39,618
Publications	552	-	960	156	-	1,668
Miscellaneous tenant services	537	2,332	-	-	34	2,903
Membership & dues	2,332	-	1,008	-	-	3,340
Telephone	6,703	-	734	443	-	7,880
Total administrative	331,594	56,967	3,239,544	2,081,403	343	5,709,851
Utilities:						
Water	19,158	-	-	-	2,646	21,804
Electricity	10,294	-	-	-	1,373	11,667
Gas	33	-	-	-	171	204
Garbage & trash removal	34,814	-	-	-	1,605	36,419
Total utilities	64,299	-	-	-	5,795	70,094
Ordinary maintenance/operations:						
Labor	335,058	-	-	-	-	335,058
Materials	60,257	-	-	-	3,655	63,912
Contract costs	36,710	-	-	-	5,959	42,669
Employee benefits	96,765	-	-	-	-	96,765
Total ordinary maintenance/operations	528,790	-	-	-	9,614	538,404
General expenses:						
Insurance	96,044	-	546	134	-	96,724
Bad debt expense	15,990	-	-	-	850	16,840
Accrued Compensated Absences change	1,933	-	(2)	-	(1)	1,930
Capital outlay	49,751	-	-	-	-	49,751
Total general expenses	163,718	-	544	134	849	165,245
Total operating expenses	1,088,401	56,967	3,240,088	2,081,537	16,601	6,483,594
Operating income (loss)	46,410	(1)	(195,850)	-	(6,453)	(155,894)
Nonoperating revenue:						
Interest income	29	-	-	-	-	29
Total nonoperating revenue	29	-	-	-	-	29
Change in fund balance	46,439	(1)	(195,850)	-	(6,453)	(155,865)
Fund balance - prior year	413,508	1	326,263	-	63,832	803,604
Prior period adjustments	-	-	(144)	-	-	(144)
Fund balance - prior year restated	413,508	1	326,119	-	63,832	803,460
Fund balance - current year	\$ 459,947	\$ -	\$ 130,269	\$ -	\$ 57,379	\$ 647,595

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE OF THE GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2013**

Net change in fund balance - total governmental funds \$ (155,865)

Amounts reported for governmental activities in the Statement of
Activities are different because:

Governmental funds report capital outlays as expenditures; however, in the
Statement of Activities the cost of those assets is allocated over their
estimated useful lives and reported as depreciation expense. Also, assets
contributed to the Department and asset disposals are not reported in the
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds and are reported in the Statement of Activities.

Expenditures for capitalized assets	49,751	
Less current year depreciation	(364,706)	(314,955)

Some revenues and expenses reported in the Statement of
Activities do not provide or use current financial resources and,
therefore, are not reported as revenues or expenditures in
governmental funds.

Compensated absences	(233)	
Compensated absences-Paid out & current	1,930	1,697

Change in net position of governmental activities \$ (469,123)

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of Pinal County Housing and Community Development Department (the Department) conform to generally accepted accounting principles applicable to governmental units adopted by the Governmental Accounting Standards Board (GASB).

For the year ended June 30, 2013, the Department implemented the provisions of GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*. This statement updates the standards for reporting component units from GASB Statement No. 14 and gives additional guidance on blending or discretely presenting component units. The Department is part of Pinal County and is therefore not a component unit of any entity. No entity is considered a component unit of the Department.

For the year ended June 30, 2013, the Department implemented the provisions of GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. This statement codifies all GASB standards without the need to refer to FASB or AICPA pronouncements.

For the year ended June 30, 2013, the Department implemented the provisions of GASB Statements No. 63 and 65, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position and Items Previously Reported as Assets and Liabilities*, respectively. These statements are designed to improve financial reporting for governmental entities by providing guidance for deferred outflow/inflows of resources according to GASB Concepts Statement No. 4, *Elements of Financial Statements*. The Department has determined it has no items in the financial statements which meet the definitions of deferred outflows/inflows of resources and has changed from reporting net assets to reporting net position.

A. Reporting Entity

Pinal County Housing and Community Development Department, is a department of the general purpose local government of Pinal County, Arizona. The general purpose government is governed by a separately elected board of three County supervisors. The accompanying financial statements present only the activities of the Housing Department and are not intended to present fairly the financial position of Pinal County, Arizona in conformity with accounting principles generally accepted in the United States of America.

B. Government-Wide and Fund Financial Statements

The government-wide statements (i.e., the statement of net position and the statement of activities) present financial information about the Department as a whole. The reported information includes all of the activities of the Department. For the most part, the effect of internal activity has been removed from these statements. These statements are to distinguish between the governmental and business-type activities, which rely to a significant extent on fees and charges for support. The Department does not have any business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges to customers or applicants who

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

**NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES (Continued)**

purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Investment income and other items not included among program revenues are reported instead as general revenues.

C. Cash and Cash Equivalents

Cash represents amounts in demand deposits. Cash equivalents are defined as short-term (original maturities of three months or less), highly liquid investments that are readily convertible to known amounts of cash and so near maturity that they present insignificant risk of changes in value because of changes in interest rates.

D. Inventory

Inventories are capitalized as assets when purchased and expensed when consumed. These inventories are stated at cost using the lower of cost (first-in, first-out method) or market.

E. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-wide Financial Statements - The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor or provider have been met. As a general rule the effect of internal activity has been eliminated from the government-wide financial statements.

PHA Owned Housing- This fund is used to account for the activity relating to the rental of housing owned by Pinal County and managed by the Housing Department. This fund is also used to account for the activity relating to the capital Funds Program grants.

Section 8 - Housing Assistance - This fund is used to account for the activity relating to the Section 8 Rental Assistance Voucher Program.

Other Housing Activities - This fund is used to account for the Housing activities related to the homes purchased with Arizona Department of Housing zero interest loans.

Resident Opportunity and Self-Sufficiency Program (ROSS) - This fund is used to account for the activity relating to the ROSS Program.

Neighborhood Stabilization Program (NSP III) – This fund is used to account for the activities related to the NSP III program.

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Fund Balance Classifications

Fund balances of the governmental funds are reported separately within classifications based on a hierarchy of the constraints placed on those resources. The classifications are based on the relative strength of the constraints that control how the specific amounts can be spent. The classifications are nonspendable, restricted, and unrestricted, which includes committed, assigned, and unassigned fund balance classifications.

The nonspendable fund balance classification includes amounts that cannot be spent because they are either not in spendable form such as inventories, or are legally or contractually required to be maintained intact. Restricted fund balances are those that have externally imposed restrictions on their usage by creditors, such as through debt covenants, grantors, contributors, or laws and regulations.

The unrestricted fund balance category is comprised of committed, assigned, and unassigned resources. Committed fund balances are self-imposed limitations approved in a public meeting by the County's Board of Supervisors, which is the highest level of decision-making authority within the County. The constraints placed on committed fund balances can only be removed or changed by the Board in a public meeting.

Assigned fund balances are resources constrained by the Department's intent to be used for specific purposes, but are neither restricted nor committed. The Board of Supervisors has authorized the County Manager, Elected Officials, and the Chief Financial Officer to make assignments of resources for a specific purpose.

There are no unassigned fund balances of the Department due to the fact that the Department is a special revenue fund of the County and all fund balances of the Department are assigned to housing purposes.

When an expenditure is incurred that can be paid from either restricted or unrestricted fund balances, it's the Department's policy to use restricted fund balance first. For the disbursement of unrestricted fund balances, it's the Department's policy to use committed amounts first, followed by assigned amounts, and lastly unassigned amounts.

G. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." All receivables are shown net of an allowance for uncollectible balances.

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

H. Prepaid Items

Certain payments to vendors reflect the cost applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

I. Restricted Position

Amounts received from tenants for security deposits are classified as restricted cash on the statement of net position and on the balance sheet because their use is limited. Amounts deposited in the Housing Assistance Program Reserve account are classified as restricted cash on the statement of net position and on the balance sheet because their use is limited by approval from the U.S. Department of Housing and Urban Development. When both restricted and unrestricted resources are available for use, it is the Department's policy to use restricted resources first, then unrestricted resources as they are needed.

J. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

K. Capital Assets

Capital assets are reported at actual cost, or estimated historical cost if historical records are not available. Capitalization thresholds (the dollar values above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements are as follows:

	Capitalization Threshold	Depreciation Method	Estimated Useful Life
Land	All	N/A	N/A
Buildings and improvements	\$25,000	Straight line	10-48 years
Machinery and equipment	\$5,000	Straight line	3-21 years

L. Compensated absences

Compensated absences consist of vacation leave and a calculated amount of sick leave earned by employees based on services already rendered.

Employees may accumulate up to 360 hours of vacation, but any vacation hours in excess of the maximum amount that are unused at September 30 are forfeited. Upon termination of employment, all unused and unforfeited vacation benefits are paid to employees. Accordingly, vacation benefits are accrued as a liability in the financial statements. A liability for these amounts is reported in the governmental funds financial statements only if they have matured, for example, as a result of employee resignations and retirements by fiscal year end.

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Employees may accumulate an unlimited number of sick leave hours. Generally, sick leave benefits provide for ordinary sick pay and are cumulative but are forfeited upon termination of employment. Because sick leave benefits do not vest with employees, a liability for sick leave benefits is not accrued in the financial statements. However, a certain percentage of sick leave can be converted to vacation leave upon retirement after an employee has worked 5 or more years for the county, and is accrued as a long-term liability.

M. Subsequent Events

In preparing these financial statements, the Department has evaluated events and transactions for potential recognition or disclosure through October 3, 2013, the date the financial statements were available to be issued.

NOTE 2 - CASH AND INVESTMENTS

At June 30, 2013 cash and cash equivalents consisted of the following:

Cash on hand	\$	125
Unrestricted Cash in bank		323,006
Total	\$	323,131
Restricted cash and cash equivalents	\$	213,247

Deposits

At June 30, 2013, the carrying amount of the Department's cash in bank totaled \$536,253 and the bank balance was \$555,104. The department's deposits at June 30, 2013 were fully covered by Federal Depository Insurance, or by specifically identified securities in accordance with the Depository Agreement date February 4, 2009.

Investments

The Department adheres to the Department of Housing and Urban Development regulations that govern the investment of the Department funds. Eligible investments include Certificate of Deposits in eligible depositories, interest bearing accounts in qualified banks and obligations of the U.S. Government and its agencies.

Restricted Cash

Restricted cash consist of \$213,247, consists of the following:

- Tenant security deposits of \$30,777,
- Cash restricted to the CDBG-NSP3 program of \$6,487,
- Cash restricted for the use of HAP payments and FSS escrow of \$ 169,412,
- ROSS \$6,211, and
- Other \$360.

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

The following table summarizes the department's receivables:

	PHA Owned Housing	Section 8 Housing Assistance	Other Housing	ROSS Program	CDBG - NSP3	Total
Tenant receivables	\$ 813	\$ 88,706	\$ 23	\$ -	\$ -	\$ 89,542
HUD receivables	82,281	-		1,724	4,024	88,029
Other receivables	8,095	20,568	18,890	-	-	47,553
Gross receivables	91,189	109,274	18,913	1,724	4,024	225,124
Less: allowance for uncollectible accounts	-	(72,008)	-	-	-	(72,008)
Net total receivables	<u>\$ 91,189</u>	<u>\$ 37,266</u>	<u>\$ 18,913</u>	<u>\$ 1,724</u>	<u>\$ 4,024</u>	<u>\$ 153,116</u>

NOTE 4 - CAPITAL ASSETS

A summary of capital assets activity for the fiscal year ended June 30, 2013 follows:

	Beginning Balance	Additions	Dispositions	Ending Balance
Capital assets, not being depreciated				
Land	\$ 426,628	\$ -	\$ -	\$ 426,628
Construction in progress	-	-	-	-
Total capital assets not being depreciated	426,628	-	-	426,628
Capital assets being depreciated	-			-
Buildings and structures	11,052,761	29,139	-	11,081,900
Land improvements	1,829,561	-		1,829,561
Furniture, fixtures, equipment	259,052	20,612		279,664
Total capital assets being depreciated	13,141,374	49,751	-	13,191,125
Accumulated depreciation	-			-
Buildings and structures	(4,885,459)	(295,826)		(5,181,285)
Land improvements	(485,931)	(54,355)		(540,286)
Furniture, fixtures, equipment	(158,212)	(14,525)		(172,737)
Total accumulated depreciation	(5,529,602)	(364,706)	-	(5,894,308)
Total capital assets being depreciated	7,611,772	(314,955)	-	7,296,817
Total capital assets, net	<u>\$ 8,038,400</u>	<u>\$ (314,955)</u>	<u>\$ -</u>	<u>\$ 7,723,445</u>

NOTE 5 - LONG TERM DEBT

In 2008 the Department obtained a \$486,851 loan from the Arizona Department of Housing (ADOH) to purchase single family homes for use as low income housing. The loan carries no interest and requires no payments as long as the Department utilizes the properties to provide low income housing in accordance with the loan agreement. The loan will be forgiven after a period of 15 years. Loans with low or zero interest and that are forgivable are common within the low income housing industry.

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

NOTE 5 - LONG TERM DEBT (Continued)

Long-term liability activity for the year ended June 30, 2013 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Compensated absences	\$ 113,153	\$ 233	\$ 19,093	\$ 94,293	\$ -

NOTE 6 - INTERFUND TRANSACTIONS

At June 30, 2013, interfund balances were as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
Public Housing	ROSS Program	\$ 7,935
Public Housing	NSP III	7,902
Other Housing	Housing Choice V	15,000
Public Housing	Other Housing	<u>1,618</u>
TOTAL		<u>\$ 32,455</u>

NOTE - 7 PRIOR PERIOD ADJUSTMENT

During the year the United States Treasury Department gave additional guidance on how to report interest earned on restricted cash deposits held by the Department for the Housing Choice Voucher program. Prior to the guidance the Department had recorded the interest earned as revenue and when the Department paid the interest back to the Treasury it was recorded as an expense. With this additional guidance the interest should be reported as a liability to the US Treasury and then, when the interest is paid to the Treasury, the Department will remove the liability.

The Department determined that \$144 had been recorded as revenue in prior years which should have been recorded as a current liability. The prior period adjustment increased accounts payable by the \$144 while reducing Net Restricted Position by the same amount.

NOTE 8 - ECONOMIC DEPENDENCIES

United States Department of Housing and Urban Development provided in excess of ninety percent of the funds to the Pinal County Housing and Community Development Department for the year ended June 30, 2013. Should these funds cease, it would adversely affect the Department.

NOTE 9 - OTHER COMMITMENTS AND CONTINGENCIES

Amounts received or receivable from HUD are subject to audit and adjustment by grantor agencies. If expenses are disallowed as a result of these audits, the claims for reimbursement to the grantor agency would become a liability of the Department. In the opinion of management, any such adjustments would not be significant.

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 10 - RISK MANAGEMENT

The Department is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Department is included on the County's insurance plan. The County is covered by two public entity risk pool: the Arizona Counties Property and Casualty Pool, and the Arizona Counties Workers' Compensation Pool, which are described below:

The Arizona Counties Property and Casualty Pool is a public entity risk pool currently composed of 11 member counties. The pool provides member counties catastrophic loss coverage for risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters; and provides risk management services. Such coverage includes all defense costs as well as the amount of any judgment or settlement. The County is responsible for paying a premium based on its exposure in relation to the exposure of the other participants, and a deductible of \$10 per occurrence for property claims and \$50 per occurrence for liability claims. The County is also responsible for any payments in excess of the maximum coverage of \$100 million per occurrence for property claims and \$5 million per occurrence for liability claims. However, lower limits apply to certain categories of losses. A county must participate in the pool at least three years after becoming a member; however, it may withdraw after the initial three-year period. If the pool were to become insolvent, the County would be assessed an additional contribution.

The Arizona Counties Workers' Compensation Pool is a public entity risk pool currently composed of 11 member counties. The pool provides member counties with workers' compensation coverage, as required by law, and risk management services. The County is responsible for paying a premium, based on an experience-rating formula that allocates pool expenditures and liabilities among the members. The Arizona Counties Property and Casualty Pool and the Arizona Counties Workers' Compensation Pool receive independent audits annually and an audit by the Arizona Department of Insurance every 5 years. Both pools accrue liabilities for losses that have been incurred but not reported. These liabilities are determined annually based on an independent actuarial valuation.

NOTE 11 - PENSION PLAN

The Department contributes to a defined benefit pension plan through Pinal County, into the Arizona State Retirement System (ASRS), a cost-sharing multiple-employer retirement system that acts as a common investment and administrative agent for State employees and public organizations.

Each plan issues a publicly available financial report that includes its financial statements and required supplementary information. A report may be obtained by writing or calling the following:

Arizona State Retirement System
3300 North Central Avenue
Phoenix, AZ 85067
(602) 240-2000 or (800) 621-3778
www.azasrs.gov

**PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

NOTE 12 – RECONCILIATION OF RESTRICTED NET POSITION TO RESTRICTED FUND BALANCE

Restricted net position is reported using definitions provided by U.S. Department of Housing and Urban Development (HUD) while the restricted fund balances are defined by Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The following table reconciles those differences:

	PHA Owned Housing	ROSS and NSP III Activities	Section 8 Housing Assistance Program	Totals
Fund Balance - Restricted	\$ 388,808	\$ -	\$ 130,269	\$ 519,077
Nonspendable Fund Balances	71,139	-	-	71,139
Accrued Compensated Absences	(74,008)	-	(20,285)	(94,293)
Unrestricted Net Position per HUD Definition	(385,939)	-	(10,827)	(396,766)
Restricted Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 99,157</u>	<u>\$ 99,157</u>

Supplemental Information

**PINAL COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT**
Financial Data Schedule Combining Statement of Net Position
As of June 30, 2013

FDS Line Item		Public Housing	Ross Grant	Section 8 Rental Vouchers	Community Development Block Grant NSP III	Business Activities	Combined Balance
#	Account Description	14.850 & 14.872	14.870	14.871	14.218	Activities	Balance
ASSETS							
Current Assets							
Cash:							
111	Cash - Unrestricted	\$ 296,979	\$ -	\$ 2,479	\$ -	\$ 23,673	\$ 323,131
113	Cash - Other Restricted	-	6,211	169,412	6,487	-	182,110
114	Cash - Tenant Security Deposits	30,777	-	-	-	360	31,137
100	Total Cash	<u>327,756</u>	<u>6,211</u>	<u>171,891</u>	<u>6,487</u>	<u>24,033</u>	<u>536,378</u>
Receivables:							
122	Accounts Receivable - HUD Other Projects	82,281	1,724	-	4,024	-	88,029
125	Accounts Receivable - Miscellaneous	8,095	-	20,568	-	18,890	47,553
126	Accounts Receivable - Tenants	813	-	-	-	23	836
128	Fraud Recovery	-	-	88,706	-	-	88,706
128.1	Allowance for Doubtful Accounts - Fraud	-	-	(72,008)	-	-	(72,008)
120	Total Receivables, net of allowances for doubtful accounts	<u>91,189</u>	<u>1,724</u>	<u>37,266</u>	<u>4,024</u>	<u>18,913</u>	<u>153,116</u>
Current Investments:							
142	Prepaid Expenses and Other Assets	31,729	-	-	-	-	31,729
143	Inventories	36,447	-	-	-	-	36,447
144	Inter-Program Due From	17,455	-	-	-	15,000	32,455 *
150	Total Current Assets	<u>504,576</u>	<u>7,935</u>	<u>209,157</u>	<u>10,511</u>	<u>57,946</u>	<u>790,125</u>
Noncurrent Assets							
Capital Assets:							
161	Land	426,628	-	-	-	-	426,628
162	Buildings	10,382,754	-	-	-	525,805	10,908,559
164	Furniture, Equipment & Machinery - Admin	248,934	-	10,117	-	-	259,051
165	Leasehold Improvements	1,829,561	-	-	-	-	1,829,561
166	Accumulated Depreciation	(5,744,134)	-	(8,070)	-	(142,104)	(5,894,308)
168	Infrastructure	193,954	-	-	-	-	193,954
160	Total Capital Assets, Net of Accumulated Depreciation	<u>7,337,697</u>	<u>-</u>	<u>2,047</u>	<u>-</u>	<u>383,701</u>	<u>7,723,445</u>
171	Notes, Loans and Mortgages Receivable-Non-Current	2,963	-	-	-	1,411	4,374
190	TOTAL ASSETS	<u>\$ 7,845,236</u>	<u>\$ 7,935</u>	<u>\$ 211,204</u>	<u>\$ 10,511</u>	<u>\$ 443,058</u>	<u>\$ 8,517,944</u>
LIABILITIES AND NET POSITION							
Current Liabilities:							
312	Accounts Payable	\$ 4,041	\$ -	\$ 483	2,609	\$ -	\$ 7,133
321	Accrued Wages and Payroll Taxes	12,774	-	5,579	-	-	18,353
341	Tenant Security Deposits	30,777	-	-	-	360	31,137
345	FSS Escrow Liability	-	-	57,826	-	-	57,826
347	Inter-Program Due To	-	7,935	15,000	7,902	1,618	32,455 *
310	Total Current Liabilities	<u>47,592</u>	<u>7,935</u>	<u>78,888</u>	<u>10,511</u>	<u>1,978</u>	<u>146,904</u>
Noncurrent Liabilities:							
351	Notes Payable	-	-	-	-	486,851	486,851
354	Accrued Compensated Absences - Non Current	74,008	-	20,285	-	-	94,293
350	Total Noncurrent Liabilities	<u>74,008</u>	<u>-</u>	<u>20,285</u>	<u>-</u>	<u>486,851</u>	<u>581,144</u>
300	TOTAL LIABILITIES	<u>121,600</u>	<u>7,935</u>	<u>99,173</u>	<u>10,511</u>	<u>488,829</u>	<u>728,048</u>
NET POSITION							
508.1	Net Invested in Capital Assets	7,337,697	-	2,047	-	(103,150)	7,236,594
511.1	Restricted Net Position	-	-	99,157	-	-	99,157
512.1	Unrestricted Net Position	385,939	-	10,827	-	57,379	454,145
513	TOTAL NET POSITION	<u>7,723,636</u>	<u>-</u>	<u>112,031</u>	<u>-</u>	<u>(45,771)</u>	<u>7,789,896</u>
600	TOTAL LIABILITIES AND NET POSITION	<u>\$ 7,845,236</u>	<u>\$ 7,935</u>	<u>\$ 211,204</u>	<u>10,511</u>	<u>\$ 443,058</u>	<u>\$ 8,517,944</u>

* Not included on the Statement of Net Position

**PINAL COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT**
Financial Data Schedule Combining Statement of Activities
For the Year Ended June 30, 2013

FDS Line Item #	Account Description	Low Rent		ROSS	Section 8	Community Development	Business Activities	Combined Balance
		Public Housing 14.872	14.850	Grant 14.870	Rental Vouchers 14.871	Block Grant NSP III 14.218		
REVENUE								
Tenant Revenue:								
70300	Net Tenant Rental Revenue	\$ 251,816	\$ -	\$ -	\$ -	\$ -	\$ 9,551	\$ 261,367
70400	Tenant Revenue - Other	46,840	-	-	-	-	597	47,437
70500	Total Tenant Revenue	298,656	-	-	-	-	10,148	308,804
70600	HUD PHA Operating Grants	551,368	180,790	56,966	3,004,405	2,081,537	-	5,875,066
70610	Capital Grants	-	49,751	-	-	-	-	49,751
70700	Total Fee Revenue	551,368	230,541	56,966	3,004,405	2,081,537	-	5,924,817
71100	Investment Income - Unrestricted	29	-	-	-	-	-	29
71400	Fraud Recovery	-	-	-	13,480	-	-	13,480
71500	Other Revenue	54,246	-	-	26,353	-	-	80,599
70000	TOTAL REVENUE	904,299	230,541	56,966	3,044,238	2,081,537	10,148	6,327,729
EXPENSES								
Administrative:								
91100	Administrative Salaries	243,190	-	31,021	236,988	92,505	-	603,704
91200	Auditing Fees	9,000	-	2,000	7,000	2,000	-	20,000
91500	Employee Benefit Contributions - Admin	51,639	-	12,562	83,136	19,115	-	166,452
91600	Office Expenses	19,835	-	5,571	13,920	7,402	302	47,030
91800	Travel	127	-	661	10	1,766	-	2,564
91900	Other	7,266	-	2,820	27,440	91	7	37,624
91000	Total Administrative Expenses	331,057	-	54,635	368,494	122,879	309	877,374
Tenant Services:								
92400	Tenant Services - Other	537	-	2,332	-	-	34	2,903
92500	Total Tenant Services	537	-	2,332	-	-	34	2,903
Utilities:								
93100	Water	19,158	-	-	-	-	2,646	21,804
93200	Electricity	10,294	-	-	-	-	1,373	11,667
93300	Gas	33	-	-	-	-	171	204
93000	Total Utilities	29,485	-	-	-	-	4,190	33,675
Ordinary Maintenance & Operation								
94100	Labor	335,058	-	-	-	-	-	335,058
94200	Materials and Other	60,257	-	-	-	-	3,655	63,912
94300	Contracts	71,524	-	-	-	-	7,564	79,088
94500	Employee Benefit Contributions - Maint	96,765	-	-	-	-	-	96,765
94000	Total Maintenance & Operation	563,604	-	-	-	-	11,219	574,823
General Expenses:								
96110	Property Insurance	65,294	-	-	-	-	-	65,294
96130	Workmen's Compensation	30,750	-	-	546	134	-	31,430
96100	Total Insurance Premium	96,044	-	-	546	134	-	96,724
96210	Compensated Absences	-	-	-	233	-	-	233
96400	Bad Debts - Tenant Rents	15,990	-	-	-	-	850	16,840
96600	Bad Debts - Other	-	-	-	-	-	-	-
96000	Total Other General Expenses	15,990	-	-	233	-	850	17,073
96700	Interest Expense and Amortization Cost	-	-	-	-	-	-	-
96900	TOTAL OPERATING EXPENSES	1,036,717	-	56,967	369,273	123,013	16,602	1,602,572
Other Expenses:								
97300	Housing Assistance Payments	-	-	-	2,871,050	1,958,524	-	4,829,574
97400	Depreciation Expense	347,390	-	-	1,445	-	15,871	364,706
90000	TOTAL EXPENSES	1,384,107	-	56,967	3,241,768	2,081,537	32,473	6,796,852
Other Financing Sources (Uses)								
10010	Operating Transfer In	180,790	-	-	-	-	-	180,790
10020	Operating Transfer Out	-	(180,790)	-	-	-	-	(180,790)
10100	Total Other Financing Sources (Uses)	180,790	(180,790)	-	-	-	-	-
Excess (Deficiency) of Total Revenue								
10000	Over (Under) Expenses	(299,018)	49,751	(1)	(197,530)	-	(22,325)	(469,123)
11030	Net Position at Beginning of Year	7,972,903	-	1	309,705	-	(23,446)	8,259,163
11040	Transfers and Adjustments	-	-	-	(144)	-	-	(144)
	Net Position at End of Year	\$ 7,723,636	\$ -	\$ 112,031	\$ -	\$ (45,771)	\$ 7,789,896	



Baird, Blackburn & Associates, PC
certified public accountants and business advisors

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Pinal County Housing and Community Development Department
Casa Grande, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Pinal County Housing and Community Development Department (the Department), which comprise the Statement of Net Position and the Balance Sheet of the Governmental Funds at June 30, 2013, the Statement of Activities and the Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 3, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Department's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Department's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baird, Blackburn & Associates, P.C.

Baird, Blackburn & Associates, PC
Bountiful, Utah
October 3, 2013

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the Board of Supervisors
Pinal County Housing and Community Development Department
Casa Grande, Arizona

Report on Compliance for Each Major Federal Program

We have audited Pinal County Housing and Community Development Department's (the Department's) compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that could have a direct and material effect on each of the Department's major federal programs for the year ended June 30, 2013. The Department's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Department's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Department's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Department's compliance.

Opinion on Each Major Federal Program

In our opinion, the Department, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Report on Internal Control Over Compliance

Management of the Department, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Department's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Baird, Blackburn & Associates, P.C.

Baird, Blackburn & Associates, PC
Bountiful, Utah
October 3, 2013

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013

Federal Agency	Federal Assistance Programs Agency/Program Grant Title	Federal CFDA Number	Federal Expenditures
Department of Housing and Urban Development:			
	Public and Indian Housing	14.850a	\$ 551,368
	Section 8 Housing Choice Voucher	14.871	3,004,405
	Public Housing Capital Fund	14.872	230,541
	Neighborhood Stabilization	14.218	2,081,537
	ROSS	14.870	<u>56,966</u>
Total Department of Housing and Urban Development			<u>\$ 5,924,817</u>
Total Federal Financial Assistance and Expenditure of Federal Awards			<u><u>\$ 5,924,817</u></u>

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Pinal County Housing and Community Development Department and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2. CAPITAL FUND EXPENDITURES

Grant Year	Grant #	Total Awarded	Prior Year Expenditures	Current Year Expenditures	Remaining Grant
2011	AZ20P10501-11	\$ 220,541	\$ 100,000	\$ 120,541	\$ -
2012	AZ20P10501-12	201,384	-	110,000	91,384
Total		<u>\$ 421,925</u>	<u>\$ 100,000</u>	<u>\$ 230,541</u>	<u>\$ 91,384</u>

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
 Status of Findings and Questioned Costs
 For the year ended June 30, 2013

Financial Statements

Type of Auditors' report issued: Unqualified
 Internal control over financial reporting:
 • Material weakness(es) identified? Yes No
 • Significant deficiency(ies) identified that are not considered to be material weaknesses? Yes None reported
 Non compliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:
 • Material weakness(es) identified? Yes No
 • Significant deficiency(ies) identified that are not considered to be material weaknesses? Yes None reported
 Type of Auditors' report issued on compliance for major programs: Unqualified
 Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? Yes No

Identification of major programs

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
14.871	Section 8 Housing Choice Vouchers
14.218	Neighborhood Stabilization

Dollar threshold used to distinguish between type A and type B programs: \$ 300,000
 Auditee qualified as low-risk auditee? Yes No

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
Schedule of Findings and Questioned Costs
June 30, 2013

Internal Control Over Financial Reporting

There were no findings to report for the year ended June 30, 2013.

Compliance

There were no findings to report for the year ended June 30, 2013.

PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
Schedule of Findings and Questioned Costs - Prior Year
June 30, 2012

Internal Control Over Financial Reporting

12-01 Annual Verifications

Condition: The Authority does not perform third party income verifications at least annually for all section-8 tenants. Of the 40 tenant files reviewed, 2 had third party income verifications that were less often than the "at least annual" requirement. The time between third party income verifications for the two in question were 17 and 24 months.

Criteria: The PHA must conduct a reexamination of family income and composition at least annually. The PHA must obtain and document in the tenant file third party verification the following factors, or must document in the tenant file why third party verification was not available; (1) reported family annual income; (2) the value of assets; (3) expenses related to deductions from annual income; and (4) other factors that affect the determination of adjusted income or income-based rent (24 CFR section 982.516).

Effects: The Authority is not in compliance with Section-8 program guidelines as outlined in 24 CFR section 982.516.

Cause: When a Section-8 tenant moves to a new residence the "effective date" or date the annual re-examination and third party verification occur changes from the old date to the date of the move. The Authority has not been performing a third party income verification at the time of the move. Because the third party income verification was not performed at the time of the move the time between income verifications has been 12 months plus the time between the old effective date and the new effective date.

Recommendation: The Authority should change their policy and always perform full re-examinations including third party income verification for all moving tenants and ensure that the verification is documented and maintained in the tenant file.

Status: This finding is resolved.

Compliance

See finding 12-1 above.

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**VIOLENCE AGAINST WOMEN ACT (VAWA):
NOTIFICATION, DOCUMENTATION, AND
CONFIDENTIALITY**

OVERVIEW

The Violence against Women Act of 2005 (Pre-Vawa 2013) provides special protections for victims of domestic violence, dating violence, and stalking who are applying for or receiving assistance under the Public Housing program. On March 7, 2013, President Obama signed into law the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) which expanded housing protections to victims of sexual assault and implemented several key changes related to housing protections for victims of domestic violence, dating violence, sexual assault or stalking. If the state or local laws provide greater protection for such victims, those laws take precedence over VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality.

DEFINITIONS [24 CFR 5.2003]

As used in Pre-VAWA 2013 and VAWA 2013:

- The term *bifurcate* means, with respect to a Public Housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons' acts under the domestic or family violence laws of the jurisdiction.

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- The term *sexual assault* refers to a statutory offense that provides that is a crime to knowingly cause another person to engage in an unwanted sexual act by force or threat.
- The term *affiliated individual* means, with respect to an individual:
 - A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parents (in place of a parent); or
 - Any other individual, tenant, or lawful occupant living in the household of that individual.
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit act with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

VAWA NOTIFICATION [24 CFR 5.2005(a) 1] Pre-VAWA 2013/VAWA 2013

VAWA 2013 expands the notification requirements (currently at 24 CFR 5.2005(a)(1) to require that PHAs provide the notice when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits, and to require that the notice be provided together with form HUD-50066.

Additionally, VAWA 2013 requires that HUD develop notice of rights that PHAs are required to provide to applicants/participants HUD specifically solicits comment on the content of the notice of tenant's rights. Until such time that HUD develops the notice, PHAs must continue to use the notice of rights they already provide to tenants per 5.2005(a)(1).

PHA Policy:

The PHA will post the following information regarding Pre-VAWA 2013 and VAWA 2013 in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

A summary of the rights and protections provided by Pre-VAWA 2013 and VAWA 2013 to Public Housing applicants and residents who are or have been victims of domestic violence, dating violence, sexual assault or stalking (see sample notice in Exhibit 16-1)

The definitions of *domestic violence*, *dating violence*, *sexual assault*, and *stalking* provided in Pre-VAWA 2013 and VAWA 2013 (included in Exhibit 16-1)

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An explanation of the documentation that the PHA may require from an individual who claims the protections provided by Pre-VAWA 2013 and VAWA 2013 (included in Exhibit 16-1)

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

A statement of the PHA's obligation to keep confidential any information that it receives from a victim unless (a) the PHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibit 16-1)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

Contact information for local victim advocacy groups or service providers.

NOTIFICATION TO APPLICANTS – Under Pre-VAWA 2013 and VAWA 2013

PHA Policy

?The PHA will provide all applicants with notification of their protections and rights under Pre-VAWA 2013 and VAWA 2013 at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

?The PHA will also include in all notices of denial a statement explaining the protection against denial provided by Pre-VAWA 2013 and VAWA 2013.

NOTIFICATION TO TENANTS [24 CFR 5.2007(3)]

VAWA requires PHAs to notify tenants assisted under Public Housing of their rights under this law, including their right to confidentiality and the limits thereof.

PHA Policy

The PHA will provide all tenants with notification of their protections and rights under Pre-VAWA 2013 and VAWA 2013 at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the tenant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

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The PHA will also include in all lease termination notices a statement explaining the protection against termination or eviction provided by Pre-VAWA 2013 and VAWA 2013.

<p>EXHIBIT 16-1: SAMPLE NOTICE TO PUBLIC HOUSING APPLICANTS AND RESIDENTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)</p>
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This sample notice was adapted from a notice prepared by the National Law Project.

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence Against Women Act, or “VAWA.” On March 7, 2013, President Obama signed into law the VAWA 2013 expanded protection to victims of sexual assault and implemented several key changes related to housing protection for victims of domestic violence, dating violence, sexual assault, or stalking. This notice explains your rights under VAWA.

Protections for Victims

If you are eligible for Public Housing, the housing authority cannot refuse to admit you to the public housing program solely because you are a victim of domestic violence, sexual assault, dating violence, or stalking.

If you are the victim of domestic violence, dating violence, sexual assault, or stalking, the housing authority cannot evict you based on acts or threats of violence committed against you. VAWA 2013 provides that criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of a tenant’s household or any guest or their person under the tenant’s control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

Reasons You Can Be Evicted

The housing authority can still evict you if the housing authority can show there is an *actual* and *imminent* (immediate) threat to other tenants or housing authority staff if you are not evicted. Also, the housing authority can evict you for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking against you. The housing authority cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

Removing the Abuser from the Household – Bifurcation

VAWA 2013 expands the protections regarding lease bifurcations (24 CFR 5.2009(a))

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The housing authority may split the lease (bifurcate a lease) to evict a tenant who has committed criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, while allowing the victim and other household members to stay in the public housing unit. Bifurcation would allow the housing agency to take eviction or termination action against a perpetrator of physical violence without penalizing the victim. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, the housing authority must follow federal, state, and local eviction procedures.

Proving that You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

The housing authority can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, sexual assault, or stalking. In cases of termination or eviction, the housing authority must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority is free to extend the deadline. There are three ways you can prove that you are a victim;

- Complete the certification form given to you by the housing authority. The form will ask for your name, the name of your abuser, the abusers' relationship to you, the date, time, and location of the incident of violence, and a description of the violence.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury."
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the housing authority may evict you.

Confidentiality

The housing authority must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority to release the information.
- The housing authority needs to use the information in an eviction proceeding, such as to evict your abuser.

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- A law requires the housing authority to release the information.

If release of the information would put your safety at risk, you should inform the housing authority.

VAWA and Other Laws

VAWA does not limit the housing authority's duty to honor court orders about access to our control of a public housing unit. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

For Additional Information

If you have any questions regarding VAWA, please contact the PCHCD office at (520) 866-7203.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions

For purpose of determining whether a tenant may be covered by VAWA, the following list of definition applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

Pinal County 2014 Annual Public Housing Agency Plan

6.0.13

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

The term “*sexual assault*” refers to a statutory offense that provides that it is a crime to knowingly cause another person to engage in an unwanted sexual act by force or threat.

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

1. VIOLENCE AGAINST WOMEN

The Violence against Women Act of 2005 (Pre-VAWA 2013) provides special protections for victims of domestic violence, dating violence, and stalking crimes who are applying for or receiving assistance under the Section 8 Housing Choice Voucher program. The Violence Against Women Reauthorization Act of 2013 (VAWA 2013) was signed into law on March 7, 2013 and expanded housing protections to victims of sexual assault and implemented several key changes related to housing protections for victims of domestic violence, dating violence, sexual assault or stalking crimes. If Arizona State or local laws provide greater protection for such victims, they will precedence over VAWA.

In addition to definitions of key terms used in VAWA, this section contains VAWA requirements and PCHCD policies in three areas: notification, documentation, and confidentiality.

A. DEFINITIONS [24 CFR 5.2003]

As used in Pre-VAWA 2013 and VAWA 2013:

1. The term *bifurcate* means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
2. The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 3. The length of the relationship
 4. The type of relationship
 5. The frequency of interaction between the persons involved in the relationship
6. The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
7. The term *sexual assault* refers to a statutory offense that provides that is a crime to knowingly cause another person to engage in an unwanted sexual act by force or threat.
8. The term *affiliated individual* means, with respect to an individual:
 - a. A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parents (in place of a parent; or

- b. Any other individual, tenant, or lawful occupant living in the household of that individual.
9. The term *stalking* means:
- a. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - b. To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - c. In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

B. VAWA NOTIFICATION [24 CFR 5.2005(a)1] Pre-VAWA 2013/VAWA 2013

VAWA 2013 expands the notification requirements (currently at 24 CFR5.2005(a)(1) to require that PHAs provide the notice when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits, and to require that the notice be provided together with form HUD-50066.

PCHCD will post the following information regarding *Pre-VAWA 2013 and VAWA 2013* in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

1. A summary of the rights and protections provided by Pre-VAWA 2013 and VAWA 2013 to applicants and residents who are or have been victims of domestic violence, dating violence, sexual assault or stalking crimes.
2. The definitions of *domestic violence*, *dating violence*, *sexual assault*, and *stalking* crimes provided in Pre-VAWA 2013 and VAWA 2013.
3. An explanation of the documentation that the PCHCD may require from an individual who claims the protections provided by *Pre-VAWA 2013 and VAWA 2013*.
4. A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Crimes.
5. A statement of the PHA's obligation to keep confidential any information that it receives from a victim unless:
 - a. PCHCD has the victim's written permission to release the information
 - b. PCHCD needs to use the information in an eviction proceeding, or
 - c. PCHCD is compelled by law to release the information
6. The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) or, Contact information for local victim advocacy groups or service providers, if available.

C. NOTIFICATION TO APPLICANTS – Under Pre-VAWA 2013 and VAWA 2013

PCHCD will provide all applicants with notification of their protections and rights under Pre-VAWA 2013 and VAWA 2013 at the time they request an application for housing assistance.

PCHCD will also include in all notices of denial a statement explaining the protection against denial provided by Pre-VAWA 2013 and VAWA 2013 (see section 3-III.F).

D. NOTIFICATION TO TENANTS [24 CFR 5.2007(3)]

PCHCD will provide all tenants with notification of their protections and rights under Pre-VAWA 2013 and VAWA 2013 at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the tenant/participants of PCHCD confidentiality requirements, and provide contact information for advocacy groups or service providers.

PCHCD will explain the protection against termination or eviction provided by Pre-VAWA 2013 and VAWA 2013.

**Pinal County 2014 Annual Public Housing
6.0.13
Revised Lease Agreement**



PINAL COUNTY
wide open opportunity

PUBLIC HOUSING LEASE

**Pinal County Housing and Community Development
Public Housing Lease**

Tenant's Name	Co-Head	Tenant#	Project#	Bdrm Size/UA
Unit Address:		Mailing Address:		
Household Members:				

In consideration of the representations made to the Pinal County Housing & Community Development (herein called "Department") as set forth in the Tenants' Application and of the agreement herein contained. Department does hereby lease the above named Tenant(s) (designated herein as "Tenant" regardless of number or gender) the above described premises upon the terms and conditions as forth in this agreement.

Terms and Conditions of Lease

The term of the lease will be for one (1) year from the date of the original signature on this lease. Thereafter the lease will be renewed once a year for continue occupancy and to readjust rental amount.

A. HOUSEHOLD COMPOSITION. All persons indicated on the Lease are approved to reside at the above listed premises. During the time of residency if there is any additions to household member, including the addition of any live-in aide or foster child, but excluding natural births, requires written approval of the Department. The Department will grant approval only if the proposed additional member passes the Department's screening criteria. The Tenant will have ten (10) days to reports any changes to the household composition, this includes those who are no longer residing in the unit.

1. Live-in Aide means a person who resides with an elderly, disabled, or handicapped person and who is determined by the Department to be essential to the care and well being of the person. Is not obligated for the support of the person and would not be living in the dwelling unit except to provide the necessary support services.

B. INITIAL PAYMENT: Before occupancy, Tenant shall pay to the Department the following:

- | | |
|---|---------------------------|
| 1. Fixed monthly rent for the first calendar month following the date of occupancy. \$0.00 . Said rent includes: | <u>Trash & Septic</u> |
| 2. Rent for the initial period of occupancy from 10.24.13 to 10.31.13 | <u>\$0.00</u> |
| 3. Security Deposit Receipt No. <u>Paid with money order on 10.24.13</u> in the amount of | <u>\$200.00</u> |

Total Initial Payment at time of move in \$200.00

C. UTILITIES. The said rent amount includes Trash and Septic. The tenant shall be responsible for electric, water, and gas. Utilities shall remain on at all times. If the Tenants fail to keep utilities on, the Department will give the Tenant three (3) days to restore services to the unit and provide documentation of proof of connection to the Department; failure to do so can result the lease being terminated. Charges for use of utilities provided by Department but not include in the monthly rent shall be billed to the Tenant by Department monthly in accordance with SCHEDULE OF UTILITY ALLOWANCE publicly posted in Management Office.

D. EQUIPMENT The Tenant agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances. The Department will furnish the unit with a working stove and refrigerator that meets the HQS guidelines for the Tenant to use. It will be the responsibility of the Tenant to maintain the stove and refrigerator. If the Tenant has their own appliances they are to make prior arrangements with the Department to remove our equipment. Tenant shall not remove or relocate appliances from the premises without the prior written permission of the Department. By signing this document, the Tenant adheres that their equipment is in full working condition and will abide by the HQS guidelines.

E. RENT

- Tenant shall pay to the Department monthly in advance on the first day of the calendar month the aforesaid fixed monthly rent. The rent is payable at the Management Office of the Department or such other places as Department may designate. Tenant's contribution (rent) must be pain on or before the first day of each month. Payment should be made directly to Pinal County Housing and Community Development (or PC Housing) at 970 North Eleven Mile Corner Road Casa Grande Az 85194
- Payments received for rent after the 5th of the month will be subject to a \$15.00 Late Fee. All charges on account including maintenance charges will now be due with the delinquent rent amount. The Tenant will receive a fourteen (14) day notice with the total amount due to the Department. Tenant will have fourteen (14) days to pay the amount in full on the notice; failure to do so will result in five (5) eviction notice.
- During the residency the Tenant has the option to pay with money order or personal check; however if the personal check returns as insufficient funds, the Tenant will be charged an insufficient fund fee in the amount of \$35.00 and the amount that did not go through with the financial institutions. If the monies were for rent, it will be treated as non payment of rent. (See Section 2 of this paragraph). The Tenant will be obligated to pay with money order thereafter.
- The fixed monthly rent shall be subject to rules and regulations of the Department and laws under which it operates as pertain to Tenant's income or family composition and such rules, regulations, and laws shall be controlling throughout the Tenant's occupancy under this agreement. Adjustments in compliance with such rules, regulations, and laws, including retroactive rent increases as of the date said increases should have been effective may be endorsed hereon from time to time in the space provided:

Anticipated Annual Income	No. of Minors	Monthly Rent	Date Eff.	Tenant Signature	Dept. Rep. Signature

5. If the lease is terminated under its terms at anytime other than the last day of the calendar month, unearned rent, less any penalty and/or amount due to the Department, shall be refunded to the Tenant. Calculations of the amount of rent for a part month shall be on the basis of a thirty (30) day month for all purposes.

F. SECURITY DEPOSIT

- The security deposit may be deposited by the Department with any of its funds and used in its ordinary business. The security deposit shall be returned to the Tenant at the termination of the lease, less any deductions for amounts owing by the Tenant to the Department under the terms of the lease including damages to the leased premises for which the Tenant is responsible. Interest earned on the Security Deposit shall be used by the Department for the Tenant services and/or activities.
- If the Tenant does not honor a full year's lease with the Department, the Department has the right to retain the security deposit.
- If the Tenant fails to give a full thirty (30) days notice to the Department, the Tenant will forfeit the security deposit.

G. DEPARTMENT OBLIGATIONS

- Maintain the premises and the project in a clean, safe, and sanitary condition.
- Comply with requirements of applicable building codes, housing codes, and HUD.
- Make necessary repairs to the premises within a reasonable time.
- Keep project buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- Maintain in good and safe working order and condition, electrical, plumbing, heating, and other facilities and appliances supplied by the Department.
- Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant.

7. Supply plumbing and equipment for running hot and cold water and heating and cooling at the appropriate times of the year.

H. TENANT OBLIGATIONS

1. Shall use and occupy the dwelling unit for which he/she is registered exclusively as a residence, and for no other purpose. Notice PIH 87-24 (PHA) economic initiatives for Public Housing Residents. Tenant shall keep the premises and such areas as may be assigned to the family unit for their exclusive use in a clean and safe condition.
2. Shall comply with all laws and ordinances affecting the use or occupancy of the premises and with all rules or regulations, now or hereafter prescribed by the Management for the safety, comfort and welfare of the resident and surrounding neighbors.
3. Shall not allow anyone to share said premises, keep roomers or boarders, not assign or permit premises to be used for any other purposes, sublet or transfer said premises or any part thereof, without getting prior written consent from Department. Tenant shall use the premises as a private dwelling only for Tenant and Tenant's household members as identified on the lease. Violation will be grounds for immediate eviction.
4. Shall conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
5. Agrees to abide by such necessary and reasonable regulations as may be promulgated by the Management for the benefit and well being of the community and surrounding neighbors.
6. Fire Hazard/Flammable Substances: Tenant shall not permit excessively combustible material to be kept on the premises and shall take every precaution to prevent fire.
7. Heating and Cooling: Tenant shall not use any facilities for heating or cooling, other than indoor fans, except those provided by Management without prior written consent of the Management.
8. Aerials, Antennas, Satellite Dish and Cable: Radio aerial and television antenna shall not be erected on premises without written consent of the Management. Satellite Dishes, Internet Dishes, and Cable cannot be installed without prior written permission from resident. After a written statement for authorization from Department the dish must be mounted on the ground (cannot be permanent) in the back yard only and will not be attached to the roof in any manner. All exterior cable and wiring will be securely in place to avoid possibilities of danger or harm to anyone. Wiring will not hang from or through any windows. All interior cable and extension cords will be off the floor to avoid tripping hazards.
9. Rubbish, Garbage, and Other Waste: Tenant shall dispose of garbage, rubbish and other waste from the premises in a sanitary and safe manner. Tenant shall be responsible for disposing of all rubbish and garbage in garbage cans or dumpsters provided. Any waste found lying outside the garbage cans may be examined and if possible the appropriate party notified that the garbage was not properly disposed of. Improperly disposed garbage will be disposed of by maintenance staff and a charge of \$15.00 plus hourly labor cost levied against the party responsible for improper disposition. Set trash container out on pick day. All trash containers shall be returned to backyard after trash pick-up.
10. Landscaping: Tenant shall keep all immediate grounds surrounding their unit, free from litter and debris and in safe condition. Maintenance will not remind you. All common grounds shall be kept up by Department. Planting plants in the ground is not allowed, but you may have potted plants/flowers outside of your unit. Tenant is responsible for watering any shrubs or trees surrounding their unit. This includes trimming of shrubs. Tenant will not allow household members, guest, and children to climb the trees.
11. Vehicles: Vehicles shall be parked only in designated parking areas. Tenant shall not permit or allow trailers, boats, campers, and non-operating vehicles or parts thereof to remain on the project. Tenant shall park motor vehicles in parking areas only and shall not repair vehicles in or on parking areas and project grounds. All vehicles MUST BE in operating condition. All inoperable vehicles will be towed away at owner's expense. Vehicles are not to be parked on undesignated areas and will be removed after the Tenant is given a seven (7) day Vehicle Removal Notice. All tenants are assigned a parking space. Any Tenant or guest parking his/her vehicle in an undesignated parking area, such as on his/her lawn, sidewalk, porch, or any lawn area within the project, will be levied a \$25.00 fine. This includes no washing of vehicles on yards/lawn. Any Tenant receiving two fines for this action shall be subject to termination of his/her dwelling lease, and subsequent eviction from the project.
12. Walls: Tenant shall not use tacks, nails, screws, or other fasteners in any part of the premises except in a manner prescribed by the Department. Tenant shall not apply paint without written permission of Department. Wallpaper or wall covering is not allowed.
13. Storage: Storage of any household or personal property outside of dwelling units, shall be done only with the written permission of the Department. The Department may request any resident to properly remove any personal property stored outside of the dwelling unit. A seven (7) day notice will be given to the resident to remove such property. If upon completion of seven (7) days the property is not removed, the resident will receive a \$25.00 fine, and a seven (7) day extension. If upon completion of seven (7) days from the extension the property is not removed from the exterior of the dwelling, the resident will receive a Notice of Termination from the Department and the property will be disposed of by Maintenance. DO NOT store anything in attic. Attic accessible to maintenance staff ONLY. DO NOT block breaker boxes. DO NOT block windows or doorways in any manner.
14. Roofs: Tenant and their guests shall not be permitted on dwelling roofs at any time!
15. Disease: Tenant shall immediately report to Department any case of suspected communicable disease occurring on the premises. Exceptions are allowed as provided in ARS 36-661 through 668.
16. Exterminating: To avoid infestation of roaches, you need to contact maintenance to fumigate. If the infestation is caused by poor housekeeping, Tenant will be charged an exterminating fee of \$25.00 Department will only fumigate for termites, roaches, and bed bugs.
17. Loss or Damage: Tenant shall not hold the Department responsible for loss or damage to personal property. Tenant agrees to refrain from and to cause his/her household and guest to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
18. Exterior/Interior: Tenant shall not make any improvements or alterations to the exterior or interior premises without written permission of the Department. Maintain clean housekeeping habits. Clean range and hood at least once a week (more often if needed). Built up grease creates a fire hazard. Use storage room for storage, not back porch. No flammable materials (gasoline, oil, paper, rags, linen) are to be stored near water heater or furnace, this creates a fire hazard.
19. Repairs: All repairs must be reported immediately to Department. Tenants are not allowed to do any repairs to the unit. Tenants are not allowed to floor cover. Tenant will be responsible and will be charged for all damages caused by Tenant, Tenant's family and/or guests. Keep in mind, if maintenance has to make an unnecessary call to the unit you will be charged. Tenant agrees to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, or common areas caused by Tenant, his/her household or guest and damages caused by vandalism unless reported to the police authorities and charges brought.
20. Smoke Alarm: DO NOT take batteries out of smoke alarm. If battery is low, notify the Department. In case of fire get all members out of unit and notify residents if fire gets out of control. PRACTICE EVACUATING. If grease fire, do not throw water on it. Use salt or flour to smother it.
21. Guest: Does not to entertain visitors upon the leased premises for any continuous or nearly continuous period longer than two (2) weeks without permission of the Department. This does not include homeless people, current and past relationships.
22. Illegal Activity: To refrain from illegal or other activity which impairs the physical or social environment of the project.
23. Shall maintain control of his/her children. Tenant shall keep his/her children from playing in and damaging his neighbor's yard or Department's property and from annoying his neighbor. The Tenant shall be responsible for any repair charges levied by the Department. Tenant will comply with 10:00 P.M. curfew for all persons residing in or guests under the age of 18 years. This curfew includes any parties, get together, and loud music outside unit. It is Tenant's responsibility to see that your children and guest are in your unit by this time each evening to avoid disturbing other residents living in your area. Failure to comply with this curfew will result in eviction.
24. Vandalism attributed to Tenant, Tenant's household members, or visitors is the Tenant's responsibility and Tenant will be charged accordingly. If the Tenant is victim of vandalism, it is Tenant's responsibility to furnish this office with a copy of a detailed police report for consideration on damage responsibility.
25. Destruction of the Department property will not be permitted and is grounds for immediate eviction.
26. Setting of fires on Department Property is not permitted.
27. Trampolines and family size pools are not prohibited on the premises.

I. DESTRUCTION OF PREMISES

If the assigned premises are rendered uninhabitable, which was caused by Tenant, Tenant's household members or guest, the Department reserves the right to deny Tenant another dwelling unit within the Department network. Further, Department had to right to pursue monetary reimbursement from the Tenant in the amount equal to the cost disbursed by the Department to restore the unit to habitable condition. If the dwelling unit is rendered uninhabitable by the circumstances beyond Tenant's control, the Department shall offer the Tenant another dwelling unit, on a temporary basis until damaged unit is restored to habitable condition. In offering alternative temporary housing, Tenant and Department shall decide on a dwelling unit that will not cause undue hardship to either party. The Department reserves the right to deny or grant Tenant re-occupancy of the unit originally assigned.

J. DAMAGE AND REPAIR

In the event that the premises are damaged to the extent that the conditions are created which are hazardous to life, health or safety of the occupants, then the following rules apply:

1. Tenant shall immediately notify the Department of the damage.
2. Department shall be responsible to repair the damage within a reasonable time; provided, however, that if the damage was caused by the Tenant, Tenant's household, or guest, the reasonable cost of the repairs shall be charged to the Tenant. Charges assessed to the Tenant will be due within thirty (30) days of the billings notice.
3. The Department shall offer standard alternative accommodation, if available, in circumstances where necessary repairs cannot be made within reasonable time.
4. The rent of the Tenant shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with subparagraph (B) of this paragraph or alternative accommodations are not provided in accordance with subparagraph (C) of this paragraph, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, Tenant's household, or guests.

K. VACATING PREMISES

1. Tenant shall notify the Department, in writing, thirty (30) days in advance of his/her intentions to vacate assigned dwelling and return unit in as good condition as when first accepted. Tenant shall yield immediate possession and return to the management office all keys (entrance door keys, mailbox keys, laundry room keys, and keys to the common areas) upon termination of the lease.
2. Move out inspection must be performed by the Department. All utilities must be on for the inspection and the Tenant must be present.
3. Department shall provide the Tenant an itemized statement of account of the vacated unit within a period not to exceed thirty (30) days providing that the Tenant provides the Department with a forwarding address. Pinal County Housing and Community Development reserves the right to pursue collection of any monies owed by the Tenant to the Department upon move-out, through court of action, collection agency, or by an action mutually agreeable to both parties.

L. OCCUPANCY AND RIGHT TO RE-ENTRY

The Department and the Tenant or his/her representative are obligated to inspect the premises prior to the commencement of the occupancy of the Tenant. The Department will furnish the Tenant with a written statement to the condition of the premises, the dwelling unit and the equipment provided with the unit. The statement shall be signed by the Department and the Tenant and a copy of the statement shall be retained in the Tenant's file. The Department shall inspect the unit at the time the Tenant vacates the unit and furnish the Tenant a statement of any charges to be made. The Tenant will participate in this inspection, unless the Tenant vacates without notice to the Department. Tenant shall notify the Department of any needed repairs in accordance with the established maintenance procedures of the Department. Such notice(s) shall be deemed authorization by Tenant for Department to enter said premises with a pass key, to make the necessary repairs. It will be the Tenant's responsibility to notify the Department if he does not want the Department to enter the premises with a pass key. The Department and Tenant shall mutually agree upon a time and date as to when the work shall be performed. If the Department has reason to believe that an emergency exists, the Department can enter the premises at anytime without advance notification or Tenant's consent, and all adult members of the household are absent.

M. INSPECTIONS

All dwelling units and the equipment provided by the Department may be inspected on a quarterly basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Tenant's refusal to permit access for inspection is grounds for eviction. Tenant shall be given two (2) days advance notice in writing, specifying the purpose, date, and approximate time of the inspections. Tenant shall maintain the leased premises in a clean, sanitary condition at all times and at the termination of the lease shall return the leased premises in as good condition as received, reasonable wear and tear and damages beyond the control of Tenant excepted; if the Tenant has any questions about the charges, they should immediately contact the Department for clarification. Repairs required as result of normal use of the leased premises shall be the responsibility of the Department. Damages to the leased premises or equipment caused by the excessive wear and tear of willful acts of negligence of the Tenant or visitors and any damage caused by vandals (unless reported to the police authorities and charges brought), shall be the responsibility of the Tenant and any such repairs shall be performed by Department and charged to the Tenant at a reasonable value of work and material furnished as posted in Management Office. Tenant shall make no alterations, repairs, or remodeling of the leased premises or equipment provided in leased premises and may be required to receipt for such of these as and in the manner prescribed by the Department.

N. LANDSCAPING

Tenant shall maintain the grounds and landscaping allocated to the leased premises. In the event Tenant fails or neglects to maintain such grounds and landscaping, Tenant shall pay Department for any expenses incurred by Department in the maintenance or repairs of said grounds and landscaping rendered necessary by such failure or neglect on the part of Tenant. Other arrangements may be worked out for elderly, handicapped, and disabled families.

O. REQUIRED INFORMATION

1. Tenant shall submit to the Department, when requested, a signed statement in such form as Department may require setting forth the facts as to the income of Tenant and his/her immediate family and as to the number and ages of members of his/her family and any other pertinent data requested. Such statement will be required at least once a year.
2. If Department determines, under its rules and regulations and the laws under which it operates, that the annual net income of Tenant and his/her family or a change in Tenant's family composition requires the Tenant to pay an appropriate higher rent, adjustments in the rent payable by Tenant shall be retroactive to the date of any change requiring such adjustment. Rent will be retroactive to the date the Tenant was aware of the change, but did not inform the Department.
3. Tenant agrees to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Department that such dwelling is available. Failure to transfer is cause for an eviction.
4. It is further specifically agreed that at such times as HUD regulations require it, the Department shall at its discretion review the Tenant's qualifications for acceptance as a Tenant. Pursuant to this procedure, the parties shall prepare an Application for Continued Occupancy. Tenant shall provide all necessary information for the completion of said application. Department shall determine Tenant's qualifications to remain as a Tenant and the provisions for continuation of said occupancy hereunder, based upon the information contained in said application as applied to the then current HUD regulations. Tenant further agrees and consents that Department may at its discretion investigate and obtain any records or reports from any source which may be necessary to obtain information or to verify information given by Tenant in any tenancy application form returned herein and in paragraph 1 hereof.
5. The Tenant shall immediately inform the Department of any changes in income or in occupants.

P. TERMINATION OF OCCUPANCY

By Department The Pinal County Housing and Community Development shall not terminate or refuse to renew this lease except for serious or repeated violations of material terms of this lease which include, but not limited to, failure to make payments due under this lease, failure to fulfill the Tenant Obligations set forth herein, or other good cause.

- (1.) Tenant's occupancy and use of the leased premises may be terminated at any time by the Department by giving written notice for serious or repeated violations: three (3) fourteen (14) day notices and/or three (3) thirty (30) day notices in a twelve (12) month period will be grounds for eviction; of material terms of the lease as follows: (a) In the event the Management terminates this lease, the Tenant shall be given a Notice of Termination (1) fourteen (14) days prior to the termination date in cause of failure to pay rent. (a) five (5) days to vacate the unit. The Tenant may reinstate the lease at any time prior to the five (5) day notice to vacate the unit and legal judgment by paying all the rent due. (b) three (3) days or a reasonable time commensurate with exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or Department's employees. (c) thirty (30) day notice in all other cases.
- (2.) In the event that the Department, in its sole discretion, commences proceeding to terminate this lease agreement or to secure the eviction of Tenant or to recover unpaid rent or charges, appropriate action will be brought against the Tenant. In the event if litigation the successful party may be entitled to the recovery of court costs and attorney fees from the losing party.
- (3.) Notice of Termination to the Tenant shall state reasons for the termination and shall inform the Tenant of his/her right to make such reply as he/she may wish and a right to request a hearing in accordance with the Department's Tenant Grievance Procedure which is posted in the Project Office. All disputes concerning the obligation of the Tenant or Department shall be resolved in accordance with the Department Grievance Procedures.
- (4.) Notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household, delivered in hand to the Tenant or mailed by registered or certified mail to him/her at the place held out by him/her as the place for receipt of communication or, in the absence of such designation, to his/her last known place of residence.

By Tenant (1.) This lease may be terminated at any time by the Tenant giving not less than thirty (30) days notice, in writing, delivered to the Project Office or the Department's Central Office, or sent by prepaid first-class mail, properly addressed. Failure to give a written thirty (30) day notice will forfeit the Tenant's security deposit.

- (2.) Upon the termination of this lease, Tenant shall vacate the premises and remove his/her property there from and surrender peaceably the possession of the leased premises to the Department. Any property or possessions of the Tenant remaining upon the leased premises after the termination of the lease, shall be deemed to have been abandoned and Department shall have the right, without further notice, to sell or otherwise dispose of all property and possessions.
- (3.) Upon the abandonment of the unit by a tenant any property or possessions of the Tenant remaining upon the leased premises shall be placed in storage at a charge of three dollars (\$3.00) per day, not to exceed thirty (30) days. After this time period any property or possessions of the Tenant remaining in storage shall be considered abandoned and the Department shall have the right, without further notice, to sell or otherwise dispose of all said property and possessions.

Q. LEGAL NOTICES

Any notices required by the lease, by law or otherwise, shall be in writing and shall be delivered in person to the Tenant or to an adult member of the household or by first-class registered or certified mail to the Tenant at the assigned residence. Notice to the Department from the Tenant must be in writing and delivered to the Management Office in person or sent by first-class mail to the Management Office.

R. CHANGES

The lease, along with future adjustment or rent, reassignment of dwelling unit(s) is evidence that Pinal County Housing and Community Development and the Tenant have entered into an agreement that states the responsibilities of both parties to each other, to other Tenants, and to dwelling units and premises.

S. GRIEVANCE PROCEDURES. All disputes concerning the obligations of the Tenant or Department shall be processed and resolved in accordance with the Department's grievance procedure pursuant to 24 Code of Federal Regulations Part 966, Subpart B, except that the grievance procedures are not applicable to any lease termination or eviction that involves:

1. Any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident in the Development, or any employee or contractor of the Authority, or any person residing in the immediate vicinity of Tenant's premises;
2. Any violent or drug-related criminal activity on or off the premises or the Development; or
3. Any activity resulting in a felony conviction.

T. ACCOMMODATION OF PERSONS WITH DISABILITIES 966.7 For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. The Department shall provide a notice to each tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

U. PETS: Tenants shall not keep, harbor, or permit any poultry, livestock, or other pets in or about the leased premises, except that each Tenant may keep one (1) of the following household pets: cat, fish, bird, or dog, with written permission. A hundred (\$100.00) nonrefundable pet fee will be applied to the account. (Refer to PET POLICY for further information)

V. MANDATED ECONOMIC SELF SUFFICIENCY REQUIREMENT. All adults receiving housing assistance will be subject to complying with the self-sufficiency requirement. Adults that do not meet the exemptions as defined by HUD 960.601 must complete eight (8) hours every month of one of the following: volunteer services for the community or Participate in economic self-sufficiency or combined activities that support self-sufficiency. Failure to comply with this requirement can result the Department not renewing the lease for continued occupancy.

W. POSTING OF POLICIES, RULES and REGULATIONS 966.5. Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Department' Office and shall be furnished to tenants on request. Such schedules, rules and regulations may be modified from time to time by the Department provided that the Department shall give at least 30-day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration by the Department prior to the proposed modification becoming effective. A copy of such notice shall be: Delivered directly or mailed to each tenant; or Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, of if none, a similar central business location within the project.

X. Violence Against Women Act The Department may not consider incidents of domestic violence, dating violence, stalking violence, or sexual assault as serious or repeated violation of the lease or other "good cause" for termination of assistance, tenancy, or occupancy rights of the victim of abuse. Department may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse. The Department may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, Form HUD-50066, or other documentation as notes on the certification form, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

RULES AND REGULATIONS

You will receive a copy of our RULES AND REGULATIONS before you sign this lease. By signing this lease, you agree to abide by those rules. We may change the RULES AND REGULATIONS, but only after giving thirty (30) days written notice and opportunity to offer your comments and suggestions. REPRESENTATION AND WAIVER This lease Agreement contains all of the terms and conditions of the lease between Tenant and Department and no oral representation or promises with respect to the agreement between parties or the leased premises have been made. Failure on the part of Department to enforce strict observance of any of the terms of the lease agreement in any rights and remedies given to the Department under the terms of this Lease Agreement are distinct, separate and cumulative remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any of the others or to limit any other rights and remedies provided by law. By signing this Lease Agreement, the Tenant acknowledges that the unit is safe, clean, and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No 2 to this agreement. The Tenant also agrees that this Lease Agreement is a binding contract and has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

TENANT, WHOSE SIGNATURE APPEARS IMMEDIATELY BELOW, HAS READ AND DOES UNDERSTAND AND HEREBY AGREES TO ABIDE BY THE PROVISIONS OF THIS LEASE OF THIS LEASE AGREEMENT.

ATTACHMENTS TO THE LEASE: The Resident certifies that he/she has received a copy of this Lease and the following attachments to this Lease and understands that these attachments are part of this Lease:

Attachments: Rent Collection Policy
Lease Addendum for Drug Free Housing

Signatures:

Head of Household

Date

Spouse/ Other Adult

Date

Housing Representative

Date

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7.0 – Demolition and/or Disposition

Pinal County is planning to dispose of 30 public housing units in Stanfield. These units are in a rural area of Pinal County and have proven to be unmarketable. Vacancy rates for the past two years have averaged 30 to 40%. The Housing and Community Development Department has conducted extensive marketing efforts with no success. We have explored use of the property for community activity and been communicating with agencies assisting homeless veterans. There has not been any interest in this property

Units expected to be disposed of are Project 10-1, located at 225 North Baylor Way, Apartments 1 through 30. Bedroom sizes of these units consist of eighteen 2 bedroom, nine 3 bedroom and three 4 bedroom apartments. Units 12 and 13 are retrofitted in compliance with Section 504 accessibility requirements. Unit 12 is a four bedroom apartment and unit 13 is a three bedroom apartment.

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9.0 – Housing Needs

Low-income areas in Pinal County are spread throughout the County and are comprised of 68 of the 116 block groups in the County. Approximately 54 percent of the County's total population lives in these low-income areas.

A majority of the county has a high concentration of Hispanic or Latino residents. The northwestern portion of the county has high concentration of Asians and there is a concentration in the southeastern portion as well. Southwest of Florence and south of casa Grande just west of the Interstate 10 there is a high concentration of Blacks or African Americans.

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9.0 – Housing Needs

Housing Needs of Families on the PHA's Section 8 Tenant-Based Assistance Waiting List			
	# of Families	% of Total Families	Annual Turnover
Waiting list total	1051		N/A
Extremely low income (<=30% AMI)	911	87%	
Very low income (>30% but <= 50% AMI)	12	1%	
Low income (>50% but <= 80% AMI)	14	1%	
Families with children	693	66%	
Elderly Families	119	11%	
Families with Disabilities	275	26%	
White/Hispanic	332	32%	
White/Non/Hispanic	380	36%	
Black/Hispanic	246	23%	
Black Non/Hispanic	0	0	
Am. Indian/Alaska Native	75	7%	
Asian/Pacific Islander	18	2%	

Housing Needs of Families on the PHA's Public Housing Waiting List			
	# of Families	% of Total Families	Annual Turnover
Waiting list total	2533		NA/
Extremely low income (<=30% AMI)	2174	86%	
Very low income (>30% but <= 50% AMI)	311	12%	
Low income (>50% but <= 80% AMI)	48	2%	
Families with children	1469	58%	
Elderly Families	386	15%	
Families with Disabilities	678	27%	
White/Hispanic	742	29%	
White/Non/Hispanic	1080	43%	
Black/Hispanic	0	0%	
Black Non/Hispanic	428	17%	
Am. Indian/Alaska Native	241	10%	
Asian/Pacific Islander	33	1%	
Characteristic by Bedroom Size			
1 BR	1690	67%	
2 BR	758	30%	
3 BR	46	2%	
4 BR	30	1%	
5 BR	9	.3%	

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9.1 – Strategy for Addressing Housing Needs

Based on the Arizona Department of Housing (ADOH) Consolidated Plan we have identified a need to increase affordable housing opportunities for low and moderate income citizens of Pinal County. We are ensuring 100% of funds available for the Section 8 Housing Voucher Choice program are utilized; and annually increase affordable housing units by 5% of current availability or more as funding is available.

Public Housing marketing and outreach efforts are constant, especially focusing on our units located in Eloy and Stanfield, which are difficult to market.

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10.0 (a) – Family Self Sufficiency Action Plan

FAMILY SELF SUFFICIENCY (FSS) PROGRAM

Family Self Sufficiency (FSS) is a program funded by the Department of Housing and Urban Development (HUD) that encourages communities to develop local strategies to help voucher families obtain employment and become economically independent and self-sufficient.

PROGRAM OBJECTIVES

The goal of the Pinal County Housing Authority's (PCHA) Family Self Sufficiency (FSS) Program is to coordinate public and private resources to assist and enable low income families to increase employment opportunities and enhance life skills necessary to become self-sufficient.

DEFINITIONS

Family Self Sufficiency Program (FSS) - The program established by the PCDH to promote self-sufficiency of assisted families, including the provisions of supportive services.

Participant - A family that has been admitted to the PCDH's FSS program. The family becomes a participant on the effective date of the Contract of Participation.

FSS FAMILIES

The Pinal County Housing Authority's (PCHA) FSS Program will consist of the minimum number of mandatory slots required by HUD. PCHA's initial mandatory program size requirement is 17 families. The mandatory program size will be reduced by one slot for each program graduate on or after October 21, 1998, by fulfilling their contract of participation obligations.

FAMILY DEMOGRAPHICS

It is anticipated that the demographics composition of the families participating on the FSS Program will be consistent with the Section 8 program participants. These households primarily consist of:

1. Female unmarried persons
2. Women head of household
3. Persons at or below poverty
4. High school graduate or lower

These participants will require child care, continuing education and job training skills.

FSS participants will be selected on a first come first serve basis from active PCDH Section 8 rental assistance program. Families will be selected in a nondiscriminatory manner without regard to race, color, religion, sex, handicap, family status or national origin.

PCDH will make all reasonable accommodations in order to allow client participation in the FSS program. The PCDH may decide that an accommodation is not reasonable if it causes undue financial and/or

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10.0 (a) – Family Self Sufficiency Action Plan

administrative burdens, participant will be referred to other available agencies that may be able to best assist participant's needs.

Once a participant has shown interest to the FSS program, they will be contacted and an appointment will be scheduled to meet with the FSS Coordinator/ or a group orientation may be scheduled to review policies and procedures regarding FSS program.

The participant will complete an intake assessment/questionnaire and all information provided will be reviewed and discussed with participant and FSS Coordinator. The participant may be given a set of specific tasks to complete and may be referred to an agency for essential services that may be required (example: apply and obtain childcare services) to assess motivation level and ability/willingness to succeed. FSS Coordinator will follow up within a two week period with the participant in regards to completing the tasks. Should the participant not succeeded in completing the tasks the following shall apply to participant:

If participant wants to participate in FSS program, then applicant must:

1. Provide verification why tasks were not completed due to:
 - a. Personal or dependent medical situations
 - b. lack of available services necessary to complete tasks
 - c. and/or inability to complete tasks due to disability of applicant.
2. Agree to complete tasks within time period set by FSS Coordinator (tasks may be revised based on above issues)
3. Complete tasks assigned.
4. Should applicant not want to participate in FSS Program, or fails to complete tasks in accordance with above rules, then applicant's FSS file shall be closed and a letter will be sent out to applicant in regards to closure of file. Applicant must re-apply if interested in future FSS participation.

Eligible applicants who meet above criteria will be enrolled into the FSS Program provided that they have completed an assessment/questionnaire of their skills, abilities, needs and resources. Have identified realistic objectives to reach their goals, and developed an Individual Training and Services Plan (ITSP). Applicant has identified target dates for completing objectives and reaching goals in a consistent and timely manner. Applicant and FSS Coordinator will review and complete the FSS Program Contract of Participation and how the escrow account is developed.

Also, at the time of initial assessment, each participating family member will be informed of their rights and responsibilities under the FSS Program, Section 8 rental assistance program of the possible consequences of non-compliance.

The participating family must comply with the family obligations under the Section 8 rental assistance program and live in the jurisdiction of the PCDH that enrolled the family in the FSS Program at least 12 months from the effective date of the CoP (Contract of Participation).

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INCENTIVES TO ENCOURAGE PARTICIPATION

PCDH will establish an FSS escrow account for the participating family. A portion of the increases in the family's rent, because of increases earned income will be credited to the FSS escrow account in accordance with HUD requirements.

The additional incentives include; but are not limited to, access to educational, training and employment opportunities. FSS participants also have a number of personal incentives for involvement including structured goal planning, greater opportunity to increase their standard living, an enhanced support system, increased self-esteem. FSS participants will also have access to financial counseling and credit repair, and ability to attend home ownership workshops and receive available resources regarding the home buying process.

OUTREACH EFFORTS

All current and new households obtaining Section 8 rental assistance will receive notification of opportunity to participate in the FSS program at voucher briefings and every recertification. Furthermore, a brochure, or flyer will be made available to all PCDH Section 8 households. Periodically, mass mailings and distribution of any available materials to all eligible households may occur at discretion of PCDH manager and with constraints of the PCDH budget.

ACTIVITIES AND SUPPORTIVE SERVICES

All activities and supportive services provided to all FSS participants will vary based on the needs of the participant and the service coordination efforts. FSS coordinator will upon request, use all local resources available to obtain any all information clients may need to complete an objective or goal. The FSS Coordinator may contact the local community college for information on GED classes regarding dates, times, contact person and for participant and information regarding other sites available that may be closer for participant to be able to attend such course to achieve goal in obtaining GED. Such information will be provided directly to participant through personal referral, phone, fax or mail contact. The FSS coordinator will maintain an effective relationship with local representatives from local agencies or any other programs that may provide assistance to participants in completing objectives and goals as needed. These services may include but are not limited to:

1. GED
2. High School
3. Vocational/Job Training
4. Job Retention
5. Child care services
6. Transportation solutions
7. Job search and placement
8. Post-secondary education
9. Health Services
10. Alcohol and other drug abuse prevention services
11. Mentoring
12. Home-ownership counseling

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All participants may receive supportive services based on the resources available to the FSS program.

METHOD FOR IDENTIFICATION OF FAMILY SUPPORT NEEDS

Households selected for participation in the FSS program will have developed and completed an Individual Training Service Plan (ITSP) and have signed the Contract of Participation (CoP). Each participant will work closely with the FSS Coordinator to identify the family's needs.

The ITSP will identify the participant's needs and will address them according to the resources and services available. The ITSP will be developed upon enrollment of entering FSS program.

The FSS Coordinator will make contact by phone to the referring agency and discuss the service that is needed to assist participant, FSS Coordinator will complete a referral form for participant to take with at time of appointment.

The FSS Coordinator will follow up with participant and agency to obtain outcome information regarding referral and will document information obtained.

The participant may be required to submit either in writing or verbally to the FSS Coordinator the quality of service provided by agency referred to.

In conjunction with the ITSP, identified objectives will be broken down into small steps that participant will be able to work through and achieve the goal intended.

The participant's progress will be tracked through regular scheduled meetings, phone contact, via mail or fax.

Any new or continuing needs will be addressed by scheduled appointments in person or by phone contact.

All participants will continue to receive referrals to supportive services and available resources based on needs and at participant's request and notification.

PROGRAM TERMINATION; WITHHOLDING SERVICES; AND GRIEVANCE PROCEDURES

PROGRAM TERMINATION

Successful completion of FSS Program when:

1. All objectives and goals as indicated on the ITPS have been met; family members receiving cash assistance must be independent of cash assistance for at least 12 consecutive months before the contract expires. All participants who meet these qualifications will receive escrow monies available under their name will then be considered a successful termination.
2. Thirty percent of adjusted income equals or exceeds the Fair Market Rent for the number of bedroom voucher size entitled to the family.

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10.0 (a) – Family Self Sufficiency Action Plan

Termination for Cause:

Any participant who's consistently fails to complete objectives and goals as indicated within the ITSP, will meet with the FSS Coordinator and discuss why participant is not able to fulfill their obligation with ITSP. The ITSP may be revised to suit the need of participant.

The purpose of these meetings is to provide FSS participants with every possible opportunity to successfully complete the FSS Program. Any family (participants) who remains out of compliance after attending a meeting will be terminated from participation in the FSS Program and will be notified in writing.

Client may be placed on a probation period of thirty days. Should participant not meet the required objectives within probationary period (exception due to medical reasons may be given upon verification) then participant may be terminated from the FSS Program and any escrow monies will be forfeited.

Reasons as outlined in the FSS Program Contract of Participation:

1. the family and the HA agree to terminate the contract;
2. the HA determines that the family has not fulfilled its responsibilities under this contract;
3. the family withdraws from the FSS program;
4. an act occurs that is inconsistent with the purpose of the FSS program; or
5. the HA is permitted in accordance with HUD requirements.

Any participant who has had their Section 8 rental assistance terminated shall be terminated from the FSS Program immediately and any escrow monies will be forfeited.

All participants will be required to maintain contact with their FSS Coordinator on a monthly basis, once a participant has begun to make progress, contact can be adjusted. Participants who consistently fail to maintain contact shall be notified in writing to make contact with FSS Coordinator immediately. Should participant fail to make contact they will be notified in writing that they shall be terminated from FSS Program and any escrow monies shall be forfeited. Any participant who fails to no show, no call for two scheduled appointments, consecutively shall be immediately terminated and any escrow monies shall be forfeited.

WITHHOLDING OF SERVICES

Should a participating household fail to make a good faith effort to comply with the terms of the CoP and ITSP, support services may be terminated or withheld, based on the policies and procedures as listed in the Termination for Cause section, page 7.

PCDH will not terminate or withhold Section 8 rental assistance on the basis of a participating family's failure to comply with the requirements of the Contract of Participation or Individual Training Services Plan.

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GRIEVANCE PROCEDURES

Participating households who have a grievance are encouraged to first try to resolve the issue with their FSS Coordinator. If participant feels that they were unable to resolve issue at this level, they may request, in writing, an informal hearing with the FSS Coordinator, Section 8 Supervisor or an assigned PCDH representative to attempt and resolve issue. Participant will have ten (10) working days from the date of mailing to submit a request for an informal hearing. If hearing request is not made within the ten (10) working days, it will be deemed waived.

The PCDH shall give the applicant an opportunity for an informal hearing on the decision in accordance with the following procedure:

1. The informal hearing shall be conducted by the Hearing Officer.
2. The participant shall be given an opportunity to present written or oral objections to the PCDH's decision.
3. The PCDH shall notify the participant in writing of the final decision within 14 days after the informal hearing, including a brief statement of the reasons for the final determination.

The PCDH is not required to provide an opportunity for an informal Hearing in regards to the following:

1. To review discretionary administrative determination by the PCDH; or, to consider general-policy issues or class grievances.
2. To review the PCDH's determination of the number of bedrooms entered on the housing choice voucher under the standards established by the department in accordance with HUD regulations.
3. To review the PCDH's determination that a unit located by a voucher holder does not comply with the departments HQS established determination not to approve a lease for the unit.
4. To review the PCDH's decision not to approve a request by voucher holder for an extension of the term of the voucher.
5. Policy concerning informal hearing of PCDH's decision on application affecting participants in the Section 8 Program.

The PCDH's shall give a participant in the Section 8 Program an opportunity for an informal hearing to consider whether decisions relating to individual circumstances of the family are in accordance with the law, HUD regulations and PCH's rules, in the following cases:

1. A determination of the amount of the total tenant payment or tenant rent (not including determination of PCDH's schedule of utility allowances for families in the Section 8 Program).
2. A decision to deny or terminate assistance on behalf of the participating family.
3. A determination that the participating family is residing in a unit with larger number of bedrooms than appropriate under the Housing Department standards adopted in

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accordance with HUD regulations, and the Housing Department's determination to deny the family's request for an exception from the standards.

4. In the case of an assisted family which wants to move to another dwelling unit with continued participation in the Housing Department's program, a determination of the number of bedrooms interred on the Housing Choice Voucher under the standards established by the Housing Department in accordance with the HUD regulations.

The Housing Department is not required to provide an opportunity for an informal hearing in the following instances:

1. To review discretionary administrative determination by the Housing Department, have to consider general policy issues of class grievances.
2. To review the Housing Department's determination that a unit does not comply with the Housing Departments HQS established in accordance with HUD regulations, that the owner has failed to maintain or operate a unit to provide decent, safe, and sanitary housing in accordance with the required HQS (including all services, maintenance and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
3. To review a decision by the Housing Department to exercise any remedy against the owner under an outstanding Housing Assistance Payments Contract, Housing Voucher Contract, including the termination of Housing Assistance Payments to owner.

The Housing Department shall give a participant written notice of the decision. The notice shall contain a brief statement of the reasons for the decision, and shall state that if the participant does not agree with the decision, the participant may request an informal hearing on the decision and shall state the time, which the request for an informal hearing must be made by the participant.

When the Housing Department determines the amount of total rent payment or tenant rent as defined in HUD regulations or determines the number of bedrooms entered on the Housing Choice Voucher of an assisted family which wants to move to another dwelling unit, the Housing Department shall notify the participant that may ask for an explanation of the basis for the Housing department determination, the participant does not agree with the determination, the participant may request and informal hearing.

If the Housing Department has decided to terminate Housing Assistance Payments on behalf of a participant under an outstanding Contract and if the Housing Department is required to give the participant an informal hearing on such decision, the participant shall be afforded the opportunity for such hearing before termination of Housing Assistance Payments.

In all cases where a hearing is required, the Housing Department shall proceed with the hearing in a reasonably expeditious manner upon the request of the participant.

The procedure for all informal hearings required under this policy shall be as follows:

1. A Hearing Officer shall conduct the hearing.

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2. An attorney or other representative, at his/her own expense, may represent the participant. We MUST be notified in advance if an attorney will be present.
3. The person who conducts the hearing shall regulate the conduct of the hearing in accordance with these Housing Departments Hearing Procedures.
4. The Housing Department and the participant shall be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
5. The person who conducts the hearing shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participants shall be based on the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the participant.

The Housing Department is not bound by a hearing decision:

1. Concerning a matter for which the Housing Department is not required to provide an opportunity for an informal hearing, or otherwise in excess of the authority if the person conducting the hearing under the hearing procedures:
OR
2. Contrary to HUD regulations, or requirements, or otherwise contrary to Federal, State, or Local Law.
3. If the Housing Department determines that it is not bound by hearing decision, the Housing Department shall promptly notify the participant of the determination, and of the reason for such determination.

ASSURANCE OF NON-INTERFERENCE

No individual or family that chooses not to participate or is terminated from the FSS Program will be discriminated against in any way including denial, delay or termination of the Section 8 Housing Choice Voucher Program participation. Termination from the FSS Program will not be a means for termination from the Section 8 Housing Choice Voucher Program at Pinal County Division of Housing.

TIME TABLE FOR PROGRAM IMPLEMENTATION

The Contract of Participation is a five (5) year contract, however the HA can extend the term of the contract up to 2 years if the family gives the HA a written request for an extension and the HA finds that good cause exists for the extension.

There is no deadline for implementation of a voluntary program; however a voluntary program may not be implemented before the requirements of Sec. 984.201 (Action Plan) have been satisfied.

CERTIFICATION OF COORDINATION

Implementation of services and activities will be coordinated with agencies as the program fully develops. Communication will be coordinated on various levels to avoid any duplication of services

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rendered to FSS participants. FSS Coordinator will work closely with case managers, and anyone else involved in providing services to participating FSS households to ensure the appropriate services and resources are efficiently delivered.

PROGRAM COORDINATING COMMITTEE (PCC)

The PCC membership will include a representative from the PCDH and a participant from the FSS Program. Additional members will be recruited from PCDH, local welfare agency, social service agencies and any other public and private organization that can be of assistance to the FSS participants.

The PCC will meet at least once on a quarterly basis to ensure continued involvement and cooperation between all agencies involved.

The PCC will also work together to become a strong resource in implementing needed resources and support services to the FSS Program participants. The PCC will also ensure services are available and not be duplicated or remain unavailable to FSS participants.

CONTRACT OF PARTICIPATION

Each family that is selected to participate in the FSS Program must enter into a five-year Contract of Participation (CoP) HUD-52650 form with the head of household's signature. The CoP will incorporate the Individual Training and Services Plan (ITSP) and shall set forth the principle terms, conditions governing participation in the FSS Program, which will include the rights, responsibilities of the FSS participating family and of the PCDH, the services to be provided, activities to be completed by the head of household and each adult member of the family who elects to participate in the program.

The Interim Goal:

For each participating FSS family that is a recipient of welfare assistance must have an interim goal of becoming independent from welfare assistance at least one year before the expiration of the CoP.

Compliance with the lease terms:

All FSS participating families must comply with the terms and conditions of the Section 8 Housing Choice Voucher Program.

Employment Obligation:

Only the head of household is required to seek and maintain suitable employment. Suitable employment shall be made specifically to the individual's education, skills, job training, and jobs available in the area.

However, other adult members of the family may seek and maintain employment during the term of the contract.

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CONTRACT TERM/ CONTRACT EXTENSION

The effective date of contract is the first day of the month following the date the CoP was signed by the family head of household and the FSS Coordinator. The expiration date is five years from the effective date of the contract.

PCDH may, in writing, extend the term of the CoP for a period not to exceed two years for any FSS participating family that requests, in writing an extension of the contract. The family's written request for an extension must include a description of the need for an extension. Such a circumstance would be a serious illness or involuntary loss of employment. Extensions will be granted at the discretion of PCDH. If an extension has been granted; the original date will be crossed out and the new expiration date will be added on the CoP. Extensions of the CoP will entitle the participating FSS family to continue to have amounts credited to the family's FSS account.

UNAVAILABILITY OF SUPPORT SERVICES

Should a social service agency fail to deliver the supportive services pledged under an FSS family member's ITSP, the PCDH shall make good faith effort to obtain these services from another agency.

ASSESSMENT OF NECESSITY OF SERVICES

If the FSS Coordinator is unable to obtain services from another agency the coordinator will reassess the family member's needs and determine whether other available services would not achieve the same purpose or if the unavailable services are necessary to the advancement of progress towards self sufficiency. The ITSP shall be revised and delete these services and modify the CoP to remove any obligation on the part of the FSS family to accept the unavailable services. Should the unavailable services be determined to be necessary to the advancement towards self sufficiency for the head of household, the PCDH shall declare the CoP null and void. Nullification of the CoP on the basis of unavailability of support services shall not be grounds for termination of Section 8 assistance.

Modification:

The PCDH and FSS participant (head of household) may agree to modify the CoP with respect to the ITSP, should both parties reach a mutual agreement.

Completion of the contract:

The contract will be considered completed when:

1. The head of household has fulfilled all of its obligations under the contract of participation on or before the expired date of the contract, including extension date issued or

Pinal County 2014 Annual Public Housing Agency Plan

10.0 (a) – Family Self Sufficiency Action Plan

2. Thirty percent (30%) of the monthly adjusted income of the FSS family equals or exceeds the fair market rent in effect at the time for the unit size for which the family qualifies under the PCDH's occupancy standards.

3. The head of household certifies that all family members have remained independent of welfare assistance for twelve months.

The family's participation in the FSS Program concluded on this basis even though the contract term, including extension has not expired. The family members have not completed all the activities as set in their ITPS.

Termination of the contract:

The CoP is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements, or if a family moves outside the PCDH's jurisdiction under portability procedures and enters the FSS Program of another Housing Authority.

TOTAL TENANT PAYMENT, FAMILY RENT, INCREASES IN FAMILY INCOME

Calculation of family rent for the Section 8 HCV (Housing Choice Voucher) will be determined in accordance with HUD regulations.

Any increase in earned income of a participating FSS family may not be considered as income or a resource for purposes of eligibility of other benefits payable to the FSS family under any other program administered by HUD unless the income equals or exceeds eighty percent (80%) of the median income of the area (as determined by HUD, with adjustments for smaller or larger families).

FAMILY SELF SUFFICIENCY ACCOUNT

PCDH shall deposit the FSS account funds of all participating families in the FSS Program into a single depository account. The FSS accounts will be supported by the PCDH accounting records, and show balance applicable to each FSS family. During the term of the CoP, PCDH shall credit periodically but not less than annually to each family's FSS account.

The investment income for funds will be prorated and credited to each family's FSS account based on balance in each family's FSS account at the end of the period for which the investment income is credited.

Should the family not contribute their obligated portion of rent or other amounts, if any due to Section 8 lease, the balance in the family's FSS account will be reduced by that amount (as reported by the owner to the PCDH in the Section 8 FSS program) before prorating the interest income.

Should the FSS family fraudulently under-report income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

Pinal County 2014 Annual Public Housing Agency Plan

10.0 (a) – Family Self Sufficiency Action Plan

PCDH will report once a year to each FSS family on the status of their FSS account. The report will include:

Balance at the beginning of the reporting period; the amount of the family's rent payment that was credited to the FSS account during the reporting period; any deductions made from the account for amounts due to PCDH before interest is distributed; the amount of interest earned on the account during the year and at the end of the reporting period. Computation of FSS credit will be based on the Section 8 Housing Choice Voucher of thirty percent of adjusted monthly income.

PCDH will not make any additional credits to the FSS account when the family has completed the CoP or when the CoP is terminated or otherwise nullified.

DISBURSEMENT OF FSS ACCOUNT FUNDS

In excess of any monies owed to PCDH by the FSS family, the head of household will be paid, when the CoP is completed, and the head of household has provided verification that no family member of household is receiving welfare assistance.

Disbursement before expiration of contract term:

Based on determination of PCDH that the FSS family has completed their obligations under the CoP before the expiration date, the head of household has provided verification that no family member of household is receiving welfare assistance, and in excess of any monies owed to PCDH by the FSS family, shall then payment go to the head of household.

Should the FSS family fulfill certain interim goals under the CoP and need a portion of the FSS account funds for purposes consistent with the CoP such as obtaining reliable transportation, cleaning up credit (for purpose of becoming a homeowner), PCDH may distribute a portion of the funds from the family's FSS account to assist family meet those expenses.

Verification of family certification:

Before disbursement of the FSS account funds to the head of the household, the FSS Coordinator may verify that the FSS family is no longer receiving welfare assistance by requesting verification from the local welfare office.

Succession to FSS account:

Should the head of household cease to reside with another family in public housing or Section 8 HCV unit, the remaining members of the FSS family, will after consulting with PCDH, shall have the right to designate another family member to receive the funds as head of household. Any change of the head of the family under the contract must be including as an attachment to the CoP. The attachment must contain the name of new designated head of the family, signatures of the new head of the family and the FSS Coordinator, and date signed.

Pinal County 2014 Annual Public Housing Agency Plan

10.0 (a) – Family Self Sufficiency Action Plan

Use of FSS account funds for homeownership:

FSS accounts may be used for the purchase of a new home including the purchase of a home under one of HUD's homeownership programs, or other Federal, State, or local homeownership programs, unless such use is prohibited by the statute or regulations governing the particular homeownership program.

Forfeiture of FSS Account Funds:

Amounts in the FSS account shall be forfeited upon the occurrence of the following:

The contract of participation is completed but the FSS family is receiving welfare assistance at the time of expiration of the term of the CoP, including extension thereof, or the CoP has been terminated.

Treatment of forfeited FSS account funds:

FSS account funds forfeited by the FSS families will be treated as program receipts for payment of program expenses under the PCDH budget for the applicable Section 8 program, and shall be used in accordance with HUD requirements governing the use of program receipts.

SECTION 8 RESIDENCY AND PORTABILITY

Initial Occupancy:

A family participating in the Section 8 FSS program must lease an assisted unit for a minimum period of twelve (12) months after the effective date of the contract of participation, and in the jurisdiction of PCDH that selected the family for the FSS program. PCDH may approve a family's request to move outside the initial PHA jurisdiction under portability during this period.

After the first 12 months of the CoP the FSS family may move outside the initial PHA jurisdiction under portability procedures.

Relocation:

A relocating FSS family may continue in the FSS program of the initial PHA if the family demonstrates to the satisfaction of the initial PHA that the family will be able to fulfill its responsibilities under the initial or modified contract of participation at its new place of residence.

Portability:

A relocating and participating FSS family may take part in the FSS program of the receiving PHA, if the receiving PHA allows the family to participate in its program.

PCDH is not obligated to enroll a relocating FSS family in its FSS program.

Pinal County 2014 Annual Public Housing Agency Plan

10.0 (a) – Family Self Sufficiency Action Plan

Single Contract of Participation:

Should the relocating family remain in the FSS program of the initial PHA, there will be only one (1) CoP which shall be the contract executed by the initial PHA.

Two contracts of participation:

Should PCDH allow a relocating FSS family to participate in its FSS program, PCDH will enter into a new CoP with the FSS family for the term on the remaining contract. The initial PHA will terminate its CoP with the family.

Single FSS account:

There will only be a single FSS account regardless of whether the relocating FSS family remains in the FSS program of the initial PHA, or is enrolled with PCDH, the FSS account will be maintained by the initial PHA, once the family is absorbed by PCDH, the initial PHA will transfer the family's FSS account to PCDH.

FSS program termination:

Should an FSS family that relocated to another jurisdiction, is unable to fulfill its obligations under the CoP, or any modifications thereto, PCDH may terminate the FSS family from the FSS program and the family's FSS account will be forfeited. In the event the account is forfeited the funds will revert to the PHA maintaining the FSS account for the family.

Initial Occupancy:

A family participating in the Section 8 FSS program must lease an assisted unit, for a minimum period of 12 months after the effective date of the CoP, in the jurisdiction of the PHA which selected the family for the FSS program. After the 12 months the family may move outside the jurisdiction of the initial PHA.

REPORTING

The report shall include; a description of the activities carried out under the program; the effectiveness of the program in assisting families to achieve economic independence and self sufficiency; effectiveness coordinating resources of communities to assist families to achieve economic independence and self sufficiency; and any recommendations by PCDH or the Program Coordinating Committee for legislative or administrative action that would improve the FSS program to ensure effectiveness of the program.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2014, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/TMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

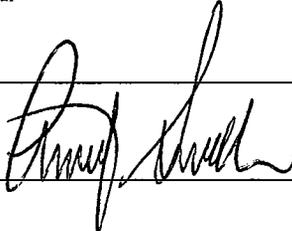
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Pinal County Housing & Community Development
PHA Name

AZ010
PHA Number/HA Code

 5-Year PHA Plan for Fiscal Years 20 - 20
 X Annual PHA Plan for Fiscal Years 20 14 - 20 15

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 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)

Name of Authorized Official	Title
Anthony Smith	Chairman, Board Of Supervisors
Signature	Date
	8/6/2014

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Pinal County Housing & Community Development Department

Program/Activity Receiving Federal Grant Funding

Annual PHA Plan for Fiscal year 2014-2015

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

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 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)

Name of Authorized Official

Adeline M. Allen

Title

Housing Director

Signature

X

Date

6/8/2014

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Pinal County Housing & Community Development Department

Program/Activity Receiving Federal Grant Funding

Annual PHA Plan 2014-2015

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 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)

Name of Authorized Official

Adeline M. Allen

Title

Housing Director

Signature



Date (mm/dd/yyyy)

6/8/2014

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 type="checkbox"/> N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> N/A a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> N/A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: N/A Congressional District, if known: 4c	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: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> N/A	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> 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: <u>Adeline M. Allen</u> Print Name: <u>Adeline M. Allen</u> Title: <u>Pinal County Housing Director</u> Telephone No.: _____ Date: <u>6/08/2014</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

N/A

Pinal County 2014 Annual Public Housing Agency Plan – AZ010v2

11.0(f) – Resident Advisory Board comments and analysis of recommendations and decisions made

The RAB meeting was held on Friday, July 18, 2014 at 1:00 PM. Location of the meeting was 970 N. Eleven Mile Corner Road, Casa Grande, AZ 85194. The call in number was 520-866-7232.

Two Residents from the Casa Grande area attended the meeting and there were no call ins. We reviewed all changes to the Annual Plan with a focus on VAWA and Flat Rents. We went into detail how we calculated the Flat Rents.

Neither tenant had any questions regarding the meeting except further details about the ROSS program.

Attached is the sign in sheet.

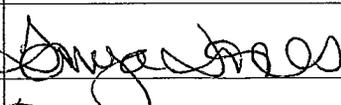
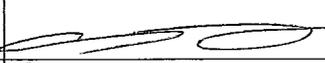
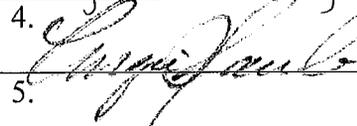
**RESIDENT ADVISORY BOARD
SIGN IN SHEET**

LOCATION: EMC OFFICE LARGE CONF. ROOM

DATE: Friday, July 18, 2014

RE: Agency Plan Updates

SCHEDULED SPEAKERS:
Adeline Allen, PCHCD Director

PRINT NAME	SIGNATURE	ADDRESS	PHONE #
1. Tamya Jones		1008 N Campbell ^{dup}	520 610-4323
2. Monica Zwart		SIS w 11 th St CG	520-233-6719
3. Crystal Grotberg		Housing	866-7211
4. Anna Saucan		Housing	(520) 866-7214
5.			
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Pinal County 2014 Annual Public Housing Agency Plan – AZ010v2

11.0(g) – Challenged Elements

There were no challenged elements either from the Resident Advisory Board, from the public during the 45 day public comment period nor at the public hearing conducted on Monday, July 28, 2014.

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

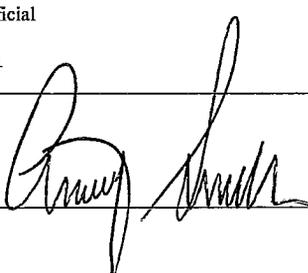
The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Pinal County Housing & Community Development
Department

AZ010

PHA Name

PHA Number/HA Code

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 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)	
Name of Authorized Official Anthony Smith	Title Chairman, Pinal County Board of Supervisors
Signature 	Date 8/6/2014

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Andrew Rael the Asst. Deputy Director of Programs certify that the Five Year and
Annual PHA Plan of the Pinal County Housing Dept. is consistent with the Consolidated Plan of
State of Arizona prepared pursuant to 24 CFR Part 91.

 7-21-14

Signed / Dated by Appropriate State or Local Official



OFFICE OF PUBLIC HOUSING

U.S. Department of Housing and Urban Development

Phoenix Field Office
One North Central, Suite 600
Phoenix, Arizona 85004-4414
www.hud.gov/arizona.html

October 15, 2014

RECEIVED
PINAL COUNTY HOUSING DEPT
2014 OCT 20 PM 3:16

Ms. Adeline Allen
Executive Director
Pinal County Housing Authority
970 N. Eleven Mile Corner Road
Casa Grande, Arizona 85294-7242

Subject: Fiscal Year (FY) 2014 Annual Public Housing Agency (PHA) Plan Submission
AZ010v2 Approved

Dear Ms. Allen:

This letter is to inform you that the Pinal County Housing Authority's (PCHA) FY 2014 Annual Public Housing Agency Plan submission AZ010v2 is approved. The approval of the Annual Plan does not constitute an endorsement of the strategies and policies outlined in the Plan. In providing assistance to families under programs covered by the Plan, the PHA will comply with the rules, standards, and policies established in its Plan, as provided in 24 CFR Part 903 and other applicable regulations.

The approved Plan and all required attachments and documents must be made available for review and inspection at the principal office of the PHA during normal business hours. HUD also will make an electronic version of the PCHA's approved Plan available for public display on HUD's PHA Plans Web page at the following address: <http://www.hud.gov/pih/pha/plans/phaps-home.html>. Once posted, your Plan will remain on display until the next submitted Plan (whether next year's plan or an intervening significant amendment or modification) is approved by HUD.

If you have any questions regarding your 2014 PHA Plan or the information in this letter, please contact Marta C Duron, Public Housing Revitalization Specialist at (602) 379-7126 or via e-mail Marta.C.Duron@hud.gov

Sincerely,


Barbara Gallegos
Director