

**SUBRECIPIENT AGREEMENT BETWEEN**

**THE COUNTY OF SANTA BARBARA**

**AND**

**THE CITY OF SANTA MARIA**

**THIS SUBRECIPIENT AGREEMENT** ("Agreement") is entered into by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), and THE CITY OF SANTA MARIA, a municipal corporation ("SUBRECIPIENT").

**RECITALS:**

WHEREAS, as the lead entity for the Santa Barbara County HOME Investment Partnership ("HOME") Consortium participating in the HOME Investment Partnerships program, the COUNTY receives HOME funds from the United States Department of Housing and Urban Development ("HUD") under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C., §§ 12701 et seq.), as amended and updated; and

WHEREAS, on May 2, 2023, the Board of Supervisors approved the COUNTY's FY 2023-24 Action Plan for submission to HUD, which included the use of HOME funds for Tenant-Based Rental Assistance ("TBRA") to assist low income persons with rental assistance and/or security deposit payments; and

WHEREAS, the SUBRECIPIENT is receiving a federal subaward as identified in Exhibit E in accordance with 2 CFR 200.331(a)(1); and

WHEREAS, the County is the lead entity of the HOME Consortium, which includes the County and the Cities of Carpinteria, Goleta, Buellton, Solvang, Lompoc, and the SUBRECIPIENT; and

WHEREAS, as a HOME Consortium member, the City of Santa Maria is entitled to a sub-allocation of the HOME Consortium's annual HOME allocation, determined by formula set forth in the Cooperation Agreement for the Santa Barbara County HOME Consortium, to use for eligible programs in its own community; and

WHEREAS, the City of Santa Maria was sub-allocated \$299,499 2023-24 HOME funds, of which \$150,000 will be used by the City of Santa Maria as the SUBRECIPIENT to administer a TBRA program in the City of Santa Maria and the surrounding areas of Orcutt and Tanglewood ("Program"), as authorized by Resolution No. 2023-137, adopted by City Council on November 7, 2023 (Exhibit F); and

WHEREAS, TBRA is an eligible use of HOME funds pursuant to 24 CFR 92.209(a) and as a public agency, SUBRECIPIENT is an eligible HOME subrecipient pursuant to 24 CFR Part 92.2; and

WHEREAS, this Agreement is executed pursuant to the requirements set forth at 24 CFR 92.504 and 24 CFR 92.101(d) that require that a written agreement be executed between HOME subrecipients and HOME participating jurisdictions for the use of HOME funds, and

WHEREAS, the County Housing and Community Development Division will administer the Agreement on behalf of the COUNTY,

**NOW, THEREFORE**, it is agreed by and between the parties hereto, as follows:

**1. HOME FUNDS AMOUNT** In exchange for the satisfactory performance of this Agreement, the COUNTY hereby agrees to disburse to SUBRECIPIENT the amount of One Hundred Fifty Thousand Dollars (**\$150,000**) in HOME funds (“HOME Award”) as provided for in Section 3, below. In the event sufficient HOME funds for this Agreement are not available to the COUNTY, this Agreement shall terminate and be of no further force and effect, and SUBRECIPIENT shall hold the COUNTY harmless.

**2. CONDITIONS PRECEDENT** SUBRECIPIENT covenants and agrees to conduct the activities described in Exhibit A, Scope of Services, in operating the Program. Failure to comply shall be an event of default under this Agreement.

The COUNTY shall not disburse COUNTY HOME funds to SUBRECIPIENT (as described in Section 3, below) until SUBRECIPIENT has executed and delivered to the COUNTY this Agreement, and submitted a COUNTY-approved Administration Plan as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (“Scope of Services”).

Notwithstanding any other provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds, and that such commitment of funds or approval happens only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties hereto further agree that the provision of any funds to the TBRA program is conditioned on the County’s determination to proceed with, modify or cancel the TBRA program based on the results of a subsequent environmental review.

**3. DISBURSEMENT OF HOME FUNDS** Subject to satisfaction of the conditions precedent provided above in Section 2, above, the COUNTY shall disburse HOME funds to SUBRECIPIENT on a reimbursement basis in accordance with this Agreement. SUBRECIPIENT covenants and agrees to perform the activities described in the Scope of Services in operating the Program. Failure to comply shall be an event of default under this Agreement.

**3.1 FEDERAL REQUIREMENTS** SUBRECIPIENT shall carry out the HOME TBRA Program in accordance with the federal requirements set forth at 24 CFR 92.209, and shall comply with other applicable regulations set forth at 24 CFR Part 92, which include, but are not limited to, the administrative requirements at 24 CFR Part 92, Subpart H.

**3.2 ELIGIBLE COSTS** SUBRECIPIENT shall expend HOME funds only for costs eligible in accordance with 24 CFR 92.209 and the Scope of Services. Costs incurred as of the EFFECTIVE DATE as defined in Section 4 herein are eligible.

**3.3 EXPENDITURE SUMMARY AND PAYMENT REQUEST FORM** SUBRECIPIENT shall submit to the COUNTY on a monthly basis requests for disbursement (“Reimbursement Requests”) of HOME funds using a form provided by the COUNTY, a sample of which is attached hereto as Exhibit B (“Expenditure Summary and Payment Request”). The amount requested shall be equal to the amount expended by SUBRECIPIENT for Eligible Costs.

**3.4 DISBURSEMENT DEADLINES** SUBRECIPIENT shall actively market the TBRA program as necessary to ensure that funds are expended in accordance with Section 4 TERM of this Agreement, 24 CFR 92.500(d)(1), and otherwise in a manner such that no funds distributed to SUBRECIPIENT hereunder are eligible for recapture by HUD. In the event that SUBRECIPIENT is unable to ensure that all funds will be expended in accordance with Section 4 TERM, COUNTY reserves the right to terminate this Agreement or reduce the Home Award to an amount that can be reasonably expended during the term of this Agreement. SUBRECIPIENT must submit Expense Summary and Payment Request (ESPR) forms—as outlined in Section 7.2—for all work performed, and for expenses incurred, within the Term set forth in Section 4 by the 15<sup>th</sup> of the month following the TERM, which is January 15, 2027.

**3.5 PROGRAM INCOME** No Program Income will be generated from the TBRA program. Funds provided by SUBRECIPIENT on behalf of TBRA Tenants will be provided in the form of grants. There is no requirement for the SUBRECIPIENT to repay TBRA funds disbursed for eligible expenses to COUNTY or for TBRA Tenants to repay SUBRECIPIENT. TBRA tenants may retain Security and/or Utility deposits that are returned to them by landlords and/or utility companies.

**4. TERM** The term of this Agreement shall commence on January 9, 2024 (“Effective Date”) and shall terminate on December 31, 2026 (“Term”), unless otherwise earlier terminated in accordance with the provisions of this Agreement. SUBRECIPIENT shall have fifteen (15) days from the date of termination of this Agreement to submit a Payment Request for Eligible Costs that were incurred by SUBRECIPIENT during the term of this Agreement but not previously submitted to COUNTY for reimbursement. Any HOME funds remaining after fifteen (15) days following the termination date shall be retained by COUNTY and allocated to other HOME-eligible uses. The Term may be extended only by a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY may, at COUNTY’S discretion, terminate this Agreement or reduce the amount identified in Section 1 herein, to meet the expenditure deadlines pursuant to 24 CFR 92.500 (d)(1)(iii) and reallocate the unexpended funds to other eligible uses.

**5. LIMITATIONS ON COUNTY OBLIGATION TO TBRA TENANT OR LANDLORD** The COUNTY’S obligation hereunder is limited exclusively to providing HOME funds to SUBRECIPIENT pursuant to the terms of this Agreement. The COUNTY has no obligation, either express or implied, to TBRA Tenants or the landlords of TBRA Tenants. TBRA Tenants and landlords are not third-party beneficiaries under the Agreement. In the event HOME funds become unavailable to the COUNTY, the COUNTY’S obligations under this Agreement shall cease, and this Agreement shall terminate, as specified in Section 1, above.

**6. REVERSION OF ASSETS** Upon termination or expiration of this Agreement, SUBRECIPIENT shall transfer to COUNTY all HOME funds SUBRECIPIENT has on hand at the time

of such termination or expiration, and all accounts receivable attributable to the use of HOME funds pursuant to 24 CFR 92.504(c)(2)(vii), if any except as provided for in Section 4, above.

## **7. PROGRAM ADMINISTRATION AND COMPLIANCE MONITORING**

**7.1 Records** SUBRECIPIENT shall maintain all records as may be required to evidence SUBRECIPIENT's performance hereunder and compliance with Applicable Laws, including, but not limited to, 24 CFR 92.508. Such records include, but are not limited to:

- Written selection policies and criteria;
- Supporting documentation for preferences for specific categories of individuals with disabilities;
- Records supporting the rent standard and minimum tenant contribution established in accordance with §92.209(h);
- Records for each TBRA Tenant including but not limited to at least two months of source documentation used or relied upon to determine TBRA Tenant income eligibility;
- All written agreements executed in the course of administering the HOME TBRA program;
- All financial transactions related to the TBRA Program;
- Property inspection reports
- Calculation of the HOME subsidy; and
- Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of §92.209(c), including
  - any targeting requirements;
  - the rent reasonableness requirements of §92.209(f);
  - the maximum subsidy provisions of §92.209(h).

SUBRECIPIENT shall maintain its accounting records in accordance with generally accepted accounting principles and OMB Circulars, and 2 CFR Part 2400 Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT agrees to retain all records in connection with this Agreement ("Records") for a period of at least five (5) years following SUBRECIPIENT's final payment of TBRA assistance pursuant to this Agreement or the termination of this Agreement, or five (5) years following the close-out of any audit finding, whichever is later.

**7.2 Reports** SUBRECIPIENT shall prepare and deliver all data, reports and records that the COUNTY and HUD may require or request. In addition, SUBRECIPIENT shall submit all reports and data required in all the tabs of the Expense Summary & Payment Request (ESPR) form, a sample of which is provided in Exhibit B. This includes the Tenant Data Sheets that document beneficiary data that HUD requires the COUNTY to enter into Integrated Disbursement & Information System (IDIS). Monthly reimbursement requests shall not be paid unless complete reports are submitted.

**7.3 Audits** SUBRECIPIENT shall ensure that a qualified external audit firm conducts an annual audit of SUBRECIPIENT in accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards, 2 CFR 200 subpart F, and 2 CFR 200.331(a). If SUBRECIPIENT expends \$750,000 or more in federal funds (or other threshold amount as may be required by the Federal Office of Management and Budget) within its fiscal year, Subrecipient shall have a Single Audit in accordance with Federal regulations.

As this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**7.4 Review by COUNTY** SUBRECIPIENT agrees that COUNTY shall have the right to review, at any time during regular working hours, all Records, including, but not limited to, records pertaining to SUBRECIPIENT's performance, compliance with HOME regulations, record keeping, and financial management. COUNTY may also inspect assisted TBRA Units to ensure compliance under this Agreement. SUBRECIPIENT shall make available to the COUNTY all records, files, reports and documents maintained by SUBRECIPIENT pursuant to the terms of this Agreement. Any such audit or review may be conducted by the COUNTY at any time during SUBRECIPIENT'S regular business hours upon twenty-four (24) hours' written notice by the COUNTY. SUBRECIPIENT shall also make arrangements for inspection of TBRA Units by COUNTY staff upon four (4) days' written notice by the COUNTY.

**7.5 Reimbursement for Improper Expenditures** If it is determined by COUNTY, or any federal agency, that funds provided under the terms of this Agreement have been used by or on behalf of SUBRECIPIENT in a manner or for a purpose not authorized by this Agreement or not authorized pursuant to 24 CFR Part 92, SUBRECIPIENT shall, at COUNTY'S request, pay to COUNTY within 120 days of the COUNTY request, an amount equal to one hundred percent (100%) of all amounts expended for unauthorized purposes or in an unauthorized manner, including interest accrued on such amounts at the legal rate of interest in effect at the time of the COUNTY'S request. This Section 7.5 shall survive the termination of this Agreement.

**7.6 Uniform Administrative Requirements** SUBRECIPIENT shall comply with the applicable uniform administrative requirements as described in Section 92.505 of the HOME Regulations.

**8. EVENTS OF DEFAULT** SUBRECIPIENT shall be in default under this Agreement should any of the following events occur (each an “Event of Default”):

**8.1 Failure to Comply** If SUBRECIPIENT fails to comply with the HOME Program Regulations, the requirements of any applicable Annual Appropriations Acts, or any terms of Notice of Funding Availability (NOFAs), grant agreements, and awards whether stated in a Federal statute or regulation, an assurance in a State plan or application, a notice of award or other term or condition under this Agreement.

**8.2 Failure to Use Funds as Intended** If SUBRECIPIENT fails to use the funds for the Program as provided herein.

**8.3 Bankruptcy** If SUBRECIPIENT has filed a petition under the Bankruptcy Reform Act of 1978 (11 U.S.C., §§ 101 et seq.) or has taken or committed any act preparatory to the filing of any such petition, or has become insolvent, or has committed any other act of bankruptcy or insolvency.

**9. RIGHTS AND OBLIGATIONS UPON EVENT OF DEFAULT** The parties hereto shall have the following rights and obligations in the Event of Default:

**9.1 Notice of Default** Upon the occurrence of an Event of Default described in Section 8.1 or 8.2, above, of which COUNTY has knowledge, COUNTY shall notify SUBRECIPIENT in writing of such occurrence, including a description of the Event of Default. Upon the occurrence of any Event of Default, SUBRECIPIENT shall notify COUNTY in writing of such occurrence, including a description of the Event of Default.

**10. REMEDIES**

**10.1 Remedies for Noncompliance** In the event of an Event of Default, COUNTY shall have available any or all of the following remedies:

10.1.1 Terminate this Agreement

10.1.2 Demand reimbursement pursuant to Section 7.5 above.

10.1.3 Suspend the current award for the SUBRECIPIENT’S Program in whole or in part.

10.1.4 Take any other remedies that may be legally available.

**11. TERMINATION** Either COUNTY or SUBRECIPIENT may terminate this Agreement for any reason with thirty (30) days’ prior written notice to the other party. Such termination may be for convenience. Termination for convenience shall be carried out in accordance with 24 CFR 92.504(c)(2)(ix) and 2 CFR Part 2400. The regulations found at 24 CFR 92.504(c)(2)(ix) and 2 CFR 200.339 shall apply to termination for cause upon an Event of Default as described in Section 8.

**11.1 Termination by County** COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

**11.1.1 For Nonappropriation of Funds** Notwithstanding any other provision of this Agreement to the contrary, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.

**11.1.2 For Cause** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

**11.2 Termination by Subrecipient** In accordance with 2 CFR Part 2400, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if, in the event of such partial termination, COUNTY determines that the remaining portion of this Agreement or the HOME Award will not accomplish the purposes for which this Agreement and/or the HOME Award were made, COUNTY may terminate this Agreement and/or the HOME Award in its or their entirety.

**11.3 Upon Termination** SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.

**11.4 Reimbursement to HUD** If HUD demands reimbursement from COUNTY for any of COUNTY's payments to SUBRECIPIENT hereunder ("disallowed payment(s)"), e.g., in connection with SUBRECIPIENT's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, provision of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of all such disallowed payments.

**12. ASSIGNMENT PROHIBITION** SUBRECIPIENT shall not assign, delegate, or otherwise transfer, whether by operation of law or otherwise, this Agreement or any of its rights or duties under this Agreement, without the prior written consent of COUNTY in each instance, which consent may be withheld in COUNTY's sole discretion. Any purported delegation, sale, assignment, or other transfer in violation of this Section 12 shall be null and void *ab initio*.

**13. BINDING ON SUCCESSORS** This Agreement shall bind and inure to the benefit of the respective permitted successors and assigns of the parties hereto that are not prohibited by Section 12 above.

**14. INDEMNIFICATION** SUBRECIPIENT agrees to indemnify, defend (with counsel approved by COUNTY, which approval will not be unreasonably withheld) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SUBRECIPIENT's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

**15. INSURANCE** COUNTY recognizes that the SUBRECIPIENT is self-insured for General Liability, Automobile Liability, Professional Liability and Workers' Compensation Liability and may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

**16. OTHER GOVERNMENT REQUIREMENTS** SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances, guidelines, directives, notices, bulletins, circulars, policies, procedures and all applicable program requirements, and to all amendments hereafter, including but not limited to the following:

**16.1 HOME Regulations** The HOME Regulations found at 24 CFR Part 92, and any amendments thereto;

**16.2 Religious Organizations** The requirements of 24 CFR 92.257 concerning religious or faith-based organizations and agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 92.257 including but not limited to worship, religious instruction, or proselytization;

**16.3 Flood Disaster Act** The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C., §§ 4001 et seq.) and the Coastal Barrier Resources Act (16 U.S.C., §§ 3501 et seq.);

**16.4 NEPA** The provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C., §§ 4321 et seq.), and applicable related Federal laws and authorities at 24 CFR 50.4, and HUD's implementing regulations at 24 CFR Part 50;

**16.5 Fair Housing** The requirements of the Fair Housing Act (42 U.S.C., §§ 3601 et seq.) and implementing regulations at 24 CFR Part 100 and Part 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1, and will affirmatively further fair housing and not discriminate upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin in the sale, lease, rental, use or occupancy of dwellings receiving assistance pursuant to



this Agreement. The United States of America shall be deemed to be a beneficiary of this provision both for its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or equity or any other proper proceedings to enforce the curing of such breach;

**16.5.1 Affirmative Marketing** SUBRECIPIENT must comply with the COUNTY'S Affirmative Marketing Policy and any subsequent amendments, attached hereto as Exhibit D, and "Affirmative Marketing; minority outreach program" requirements set forth at 24 CFR 92.351;

**16.6 Age Discrimination** The Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 et seq.) and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance;

**16.7 Rehabilitation Act** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., § 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities;

**16.8 Other Federal Requirements** SUBRECIPIENT shall comply with all provisions of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 and implementing regulations at 41 CFR Chapter 60, and 24 CFR 92.350, which references 24 CFR Part 5, subpart A, including nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free workplace; and nondiscrimination requirements at 42 U.S.C., § 12832;

**16.8.1 Nondiscrimination** SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of sex, race, religion, color or national origin, ancestry, marital status, mental or physical disability, age, or sexual orientation. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, religion, color or national origin, ancestry, marital status, mental or physical disability, age, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT shall not post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause;

**16.8.2 Staff Recruitment** SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color or national origin, ancestry, marital status, mental or physical disability, age, or sexual orientation;

**16.9 Minority and Women Businesses** Executive Order 11625, as amended by Executive Orders 12007, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by minority- and women-owned business enterprises;

**16.10 URA** Applicability of Uniform Administrative Requirements;

**16.10.1 Cost Principles for Governmental SUBRECIPIENTS** Governmental subrecipients shall abide by the policies, guidelines, and requirements of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in addition to 48 CFR Part 31;

**16.10.2 Cost Principles for Non-profit SUBRECIPIENTS** Non-profit subrecipients shall abide by the policies, guidelines and requirements of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in addition to 48 CFR Part 30;

**16.11 Drug-Free Workplace** The Drug-Free Workplace Act of 1988 (41 U.S.C., §§ 8102 et seq.) and HUD's implementing regulations at 2 CFR Part 2429 in addition to the COUNTY's Drug-Free Workplace Policy;

**16.12 Lead-Based Paint** The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35;

**16.13 Conflict of Interest** Conflict of interest provisions referred to in 24 CFR 92.356, 24 CFR 85.36, 24 CFR 84.42, and Section 530 of the Notice of Program Guidelines 56 F.R. 4458, which provide that no person who is an employee, agent, consultant, officer, or elected or appointed official of the entity and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter; The SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any potential conflict of interest;

**16.14 Uniform Relocation Assistance** The requirements of Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5304), if applicable, or the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C, §§ 4601 et seq.); and

**16.15 SUBRECIPIENT Contracts** SUBRECIPIENT shall cause the foregoing provisions of this Section 16 to be inserted in all contracts and subcontracts in connection with this Agreement so that such provisions shall be binding upon all such contractors and subcontractors, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**16.16 VIOLENCE AGAINST WOMEN ACT** SUBRECIPIENT shall cause all owners, landlords and managers of rental units occupied by TBRA tenants to comply with 24 CFR 92.359 and 24 CFR part 5, subpart L. SUBRECIPIENT shall include in its Administrative Plan pursuant to Section 2 and Section 3 of Exhibit A of this Agreement SUBRECIPIENT'S plan to implement the requirements of VAWA in its TBRA program. The Administrative Plan, including the

implementation plan of VAWA, must be approved by COUNTY prior to implementing the TBRA program and expending TBRA funds.

**17. CERTIFICATIONS** SUBRECIPIENT certifies that:

**17.1 Lobbying** No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, for lobbying the Executive or Legislative Branches of the Federal Government. (Refer to the government-wide common rule governing the restrictions on lobbying, published as an interim rule on February 26, 1990 (55 FR 6736) and supplemented by a Notice published June 15, 1990 (55 FR 24540). For HUD, this rule is found at 24 CFR Part 87.

**17.2 Ineligible SUBRECIPIENTS** In accordance with the Federal requirements set forth in 24 CFR Part 5, Subpart A, SUBRECIPIENT and its principals (a) are not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or involuntarily excluded from covered transactions (see 24 CFR Part 24; 2 CFR Part 2424) by any Federal department or agency; (b) have not within a three-year period preceding the effective date of this Agreement been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding the effective date of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default. If SUBRECIPIENT is unable to certify to any other statements in this certification, SUBRECIPIENT shall attach an explanation to this Agreement.

**18. NOTICE** Whenever any notice is permitted or required by this Agreement, such notice shall be deemed to have been given and received when personally delivered, or three (3) days after it is mailed, if mailed by United States Postal Service mail, certified, return receipt requested, to a party hereto at the address set forth below for such party, or to such other address as such party may hereafter designate in writing:

To Subrecipient: City of Santa Maria  
110 East Cook Street  
Santa Maria, CA 93454  
Attn: City Manager

To County: County of Santa Barbara  
123 E. Anapamu Street, Second Floor  
Santa Barbara, CA 93101  
Attn: Community Services Director

**19. GENERAL PROVISIONS**

**19.1 Severability** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any

other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

**19.2 Interpretation** This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against COUNTY or SUBRECIPIENT.

**19.3 Singular and Plural** As used herein, the singular of any word includes the plural.

**19.4 Waiver of Performance** Failure of a party hereto to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure of a party hereto to exercise any right upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

**19.5 No Third-Party Beneficiaries** This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their respective permitted successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

**19.6 Counterparts** This Agreement may be executed by the parties hereto in counterparts, which counterparts shall be constructed together and have the same effect as if all the parties had entered the same instrument.

**19.7 Corporate Authority** Each of the undersigned represents and warrants that (i) they are duly authorized to execute and deliver this Agreement on behalf of the party on whose behalf they are signing, (ii) such party, if not an individual, is duly organized and existing, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provisions of any other agreement to which such party is bound.

**19.8 Entire Agreement** This Agreement constitutes the entire agreement between COUNTY and SUBRECIPIENT with respect to the subject matter hereof and supersedes all prior agreements and negotiations, oral and written.

**19.9 Changes or Amendments** Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement duly executed by both COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time during the Term, provided that such amendment(s) make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party hereto. Such amendment(s) shall not invalidate any parts of this Agreement that are not changed by such amendment, nor relieve or release COUNTY or SUBRECIPIENT from such party's obligations under this Agreement that are not changed by the amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

The Director of the County Community Services Department or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

**19.9.1** Changes to the Budget set forth in the Scope of Services attached as Exhibit A, provided that such changes shall be limited to (i) revisions to the amounts in each Budget line item and shall not increase the overall amount of the HOME Award as set forth in Section 1 of this Agreement; and (ii) changes or additions to “Expenditure Types” in the Budget, provided that all Expenditure Types are eligible pursuant to 24 CFR 92.209.

**19.9.2** Changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

**19.9.3** Changes extending the length of the Term as described in Section 4, above, up to a maximum of five (5) years after the last day of the month in which HUD notifies COUNTY of HUD's execution of the HOME Investment Partnership Agreement for the HOME funds awarded in this contract [24 CFR 92.500(d)(1)(C)]. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT’s request or otherwise alter the County’s rights to terminate this Agreement or reduce the HOME Award as set forth herein. Any change made to the length of the Term pursuant to this Section 19.9.3 shall not alter or waive the County’s rights under this Agreement, including, but not limited to, the County’s right to terminate this Agreement or reduce the HOME Award in accordance with the provisions of this Agreement.

**IN WITNESS WHEREOF**, COUNTY and SUBRECIPIENT have executed this Agreement by the respective authorized officers as set forth below, to be effective as of the date executed by the COUNTY.

[Signatures on Following Pages Can Be Signed in Counterparts]

**ATTEST:**  
MONA MIYASATO  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

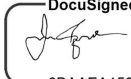
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
STEVE LAVAGNINO  
Chair, Board of Supervisors

Date: \_\_\_\_\_


**APPROVED AS TO ACCOUNTING FORM:**  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA,  
COMMUNITY SERVICES DEPARTMENT:**  
GEORGE CHAPJIAN, DIRECTOR

DocuSigned by:  
  
By: \_\_\_\_\_  
6BAAFA15901943F...  
Deputy Auditor-Controller

DocuSigned by:  
  
By: \_\_\_\_\_  
89FB8FFEF9E9E4F2...  
Department Head

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

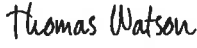
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By: \_\_\_\_\_  
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Deputy County Counsel


**APPROVED AS TO FORM:**  
GREGORY MILLIGAN, ARM, AIC  
RISK MANAGEMENT

DocuSigned by:  
  
By: \_\_\_\_\_  
DG240AC1E64247D...  
Risk Manager

**SUBRECIPIENT**  
CITY OF SANTA MARIA,  
a municipal corporation

By:   
Cheun Wu  
Interim Assistant City Manager

By: DocuSigned by:  
  
7F0FAD6551AF4A1...  
Thomas T. Watson  
City Attorney

By: DocuSigned by:  
  
5380261A478B437...  
Mellissa Guerrero  
Risk Manager

**EXHIBITS**

Exhibit A: Scope of Services

Exhibit B: Expenditure Summary and Payment Request Form

Exhibit C: HOME Lease Addendum

Exhibit D: County Affirmative Marketing Policy

Exhibit E: Federal Award Identification Information

Exhibit F: City of Santa Maria Resolution



**Exhibit A**  
**Scope of Services**  
**City of Santa Maria**  
**Tenant-Based Rental Assistance (TBRA) Program**  
**Security Deposit Assistance**

**INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (Agreement) between the County of Santa Barbara, California (COUNTY) and the City of Santa Maria, California (SUBRECIPIENT). The purpose of this Scope of Services is to further describe the Tenant-Based Rental Assistance (TBRA) security deposit program that will be administered by SUBRECIPIENT in accordance with 24 CFR 92.209.

**1. ACTIVITY DESCRIPTION AND PERFORMANCE GOALS**

SUBRECIPIENT will provide security deposit payments on behalf of tenants in order to assist low-income households to secure decent, safe and sanitary housing.

SUBRECIPIENT expects to serve approximately 60 households with security deposit assistance with HOME TBRA funds over the Term of this Agreement.

**2. LOCATION**

The City of Santa Maria shall the utilize HOME TBRA funds comprising the HOME Award for the aforementioned purposes for residents in the City of Santa Maria and the unincorporated communities of Orcutt and Tanglewood.

**3. PROGRAM POLICIES AND PROCEDURES**

SUBRECIPIENT shall administer the TBRA Program (Program) in accordance with an Administrative Plan (Plan) approved by COUNTY. The Plan shall include written procedures on how the TBRA Program will be implemented in conformance with the federal HOME Program regulations and this Agreement, and shall include at a minimum:

- An Affirmative Marketing and Tenant Selection Plan (see Section 3.3 of this Scope of Services);
- An application or intake process;
- Household eligibility;
- The process for determining income-eligibility in accordance with 24 CRF Part 5; including documents required by the TBRA applicant;
- The process for inspecting rental units for housing quality standards set forth in 24 CFR 982.401;
- A description of whether a waiting list will be maintained and how applicants will be selected from the waiting list;
- Provision of prompt written notification to any rejected applicant of the grounds for any rejection;
- Landlord requirements, including but not limited to compliance with lead-based paint disclosure provisions set forth at 24 CFR 35 Subpart A and HOME-required lease provisions and prohibited lease terms;

- Implementation Plan for compliance with the Violence Against Women Act (VAWA) required by 24 CFR 92.359 and 24 CFR part 5 subpart L.

In the event of a discrepancy between the HOME Regulations and the provisions of this Agreement, the HOME Regulations shall control and prevail. The Administrative Plan may be amended from time-to-time with COUNTY approval.

#### **4. PROGRAM REQUIREMENTS**

**4.1 Eligible Tenants**— All TBRA tenant households (each, a “TBRA Tenant”) receiving assistance shall be low income households whose annual household income does not exceed sixty percent (60%) of the area median income, as established annually by HUD. Annual household income is defined as the combined annual household income anticipated by all adult members of the household aged eighteen (18) years and older in the twelve (12) months following the effective date of their acceptance to the Program (“Household Income”). Only the prospective tenant may apply for HOME TBRA assistance; the SUBRECIPIENT will pay the funds directly to the TBRA landlord. TBRA Tenants shall not be required to forfeit their placement on any waiting list for other rent subsidy programs, including Section 8 by virtue of their participation in the TBRA program.

**4.1.1** SUBRECIPIENT may establish a preference for individuals with special needs (e.g., homeless persons or elderly persons) or persons with disabilities in accordance with 24. CFR 92.209 (c)(2) and provide non-mandatory supportive services.

**4.2 Income Certification**— Upon intake, SUBRECIPIENT shall determine the applicant’s Household Income by using the method described at 24 CFR 5.609. The HUD Income Eligibility Calculator found at <https://www.hudexchange.info/incomecalculator/> is recommended for this purpose. SUBRECIPIENT is not required to re-verify an applicant’s Household Income before assistance is provided unless six (6) months have elapsed since the SUBRECIPIENT determined that the TBRA Tenant qualified as income eligible.

**4.2.1 Annual Re-certification of Household Income**— SUBRECIPIENT shall verify each TBRA Tenant’s Annual Household Income upon intake using third party verification or at least 2 months’ worth of source documentation such as wage statements, interest statements, unemployment compensation benefits, and social security benefits. When collecting income verification documentation, SUBRECIPIENT shall consider any likely changes in income. A previous year’s tax return statement is a useful supporting document, however it does not by itself establish anticipated income, and shall not by itself constitute adequate source documentation.

**4.3 Affirmative Marketing and Tenant Selection**— SUBRECIPIENT’s Administration Plan shall describe its own target market and tenant selection criteria in accordance with the COUNTY-approved Affirmative Marketing Policy, Exhibit E, 24 CFR 92.209(c) and 92.351; and how the Program will meet a need established in the COUNTY’S Consolidated Plan. However, the Program shall not be administered in a manner that limits the opportunities of persons on any basis prohibited by law, including, but not limited to, the Fair Housing Act and other laws listed under 24 CFR 5.105(a).

**4.4 Owner and Landlord Requirements**— A HOME lease addendum, a copy of which is attached as Exhibit C to the Agreement and incorporated herein by reference, shall be incorporated into or attached to each TBRA Tenant lease agreement. Regardless, SUBRECIPIENT shall ensure property owners and landlords comply with:

**4.4.1** The lease provisions of 24 CFR 92.253(a), which requires a written lease between the tenant and the owner of rental housing assisted with HOME funds for a period of not less than one year,

unless by mutual agreement between the tenant and the owner a shorter period of at least a month is specified.

**4.4.2** 24 CFR 92.253(b), which lists prohibited lease terms;

**4.4.3** 24 CFR 92.253(c), which describes the conditions under which an owner can terminate a lease, and requires a 30-day notice of eviction at a minimum;

**4.4.4** The tenant selection requirements of 24 CFR 92.253(d); and

**4.4.5** Property standards and lead-based paint requirements provided in Section 4.7 of this Scope of Services.

**4.5 Eligible Housing Units**— TBRA Tenants must be free to choose the eligible unit of their choice. Eligible housing (TBRA Units) includes publicly or privately-owned residential structures, which may include the following housing types:

- Manufactured housing and manufactured housing lots;
- Permanent housing for disabled homeless persons;
- Transitional housing;
- Single-room occupancy housing; and
- Group homes.
- Housing also includes elder cottage housing opportunity (ECHO) units that are small, free-standing, barrier-free, energy-efficient, removable, and designed to be installed adjacent to existing single-family dwellings.

Residential structures financed either with or without public funds, including Section 8 Housing Choice Vouchers, are equally acceptable.

**4.5.1** TBRA Units do not include emergency shelters (including shelters for disaster victims) or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, halfway houses, housing for students, or dormitories (including farmworker dormitories) [24 CFR 92.2]. TBRA assistance shall not be provided to households who own the TBRA Unit in which they reside.

**4.6 Reasonable Rent**— SUBRECIPIENT shall assess whether each TBRA Unit's rent is reasonable, based on rents charged for comparable unassisted rental units as determined by the County's public housing authority for the Section 8 Housing Choice Voucher Program, or by a survey conducted by the SUBRECIPIENT of comparable units in the TBRA Unit's market area. Only those units with rents determined to be reasonable shall be eligible. SUBRECIPIENT shall document its assessment of rent reasonableness and keep such documentation on file as part of SUBRECIPIENT'S recordkeeping responsibilities as described in the Agreement and at 24 CFR 92.508. Under no circumstances shall rent exceed the Fair Market Rent as established by HUD.

**4.7 Property Standards and Lead-Based Paint**— All TBRA Units shall meet Section 8 Housing Quality Standards, in accordance with 24 CFR 982.401. SUBRECIPIENT shall inspect each TBRA Unit prior to occupancy to confirm that the unit meets the above standards [24 CFR 982.401 (a)(3)]. The SUBRECIPIENT shall maintain adequate documentation of all inspections of TBRA Units. Upon request by the COUNTY, SUPRECIPIENT shall make TBRA Units available for COUNTY staff inspection. SUBRECIPIENT shall ensure that TBRA Tenants who occupy TBRA Units that were constructed prior to 1978 receive the required disclosures of 24 CFR 35.88 that include disclosure by owner or landlord of the presence of any known lead-based paint and/or lead-based paint hazards in the TBRA Unit, including the location of the hazards and the basis for the determination. TBRA Tenants also must receive a copy of the federal pamphlet titled

*Protect Your Family from Lead in Your Home* which is available at the following link: <http://www.epa.gov/lead/leadprot.html>.

**4.8 Written Notification**— SUBRECIPIENT shall notify, in writing, each TBRA Tenant and the landlord when the Lease and/or Lease Addendum are acceptable [24 CFR 92.209(k)].

**4.9 TBRA Contract and Lease Addendum**— The TBRA Tenant and landlord must execute a SUBRECIPIENT-approved TBRA Contract (and a Lease Addendum) before the TBRA Tenant may participate in the Program and before SUBRECIPIENT may pay any form of assistance to a participating landlord or utility company.

**4.10 Fees**— SUBRECIPIENT shall not charge fees to TBRA Tenants or property owners or landlords for the costs of administering the TBRA Program, except as permitted by 24 CFR 92.214(b)(1)(ii). SUBRECIPIENT must ensure that fees charged to TBRA Tenants by property owners or landlords are in compliance with 24 CFR 92.214 (b)(3)

**4.10.1 Eligible costs:** TBRA assistance payments must be provided directly to the TBRA landlords. Eligible costs include one-time Security Deposit payments on behalf of eligible tenants (TBRA Tenants) who will occupy an eligible rental unit (TBRA Unit). Through June 30, 2024, the Security Deposit payment shall not exceed an amount equal to two (2) times the amount of the TBRA Tenant’s monthly rent or \$2,500 maximum assistance, inclusive of all subsidies, for the TBRA Unit. As of July 2024, per Assembly Bill 12 (AB12), rental deposits cannot be larger than one month’s rent except for small landlords that own only two (2) properties with a total of no more than four (4) units.

**5. BUDGET** – SUBRECIPIENT shall expend funds for the TBRA program as set forth below in the Budget. Budget line items shall not be revised, and the Budget amount shall not be increased, without the prior written approval of the County in each instance.

EXPENDITURE TYPE	GRANT BUDGET
<i>Security Deposits</i>	\$150,000
<i>Staff costs for Income Certifications</i>	\$0
<i>Staff costs for HQS Inspections</i>	\$0
<b>TOTAL</b>	<b>\$150,000</b>

EXHIBIT B

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)  
HOME Investment Partnerships Program - *Tenant-Based Rental Assistance Program*

Agency Name	City of Santa Maria	Program	Tenant Based Rental Assistance
Address	110 South Pine Street, Room 107 Santa Maria, CA 93454	Grant Year(s)	2023
Contact Person	Alicia Vela, Grants Specialist II	Report Period:	
Phone	805-925-0951 x 2469	Request No.	
UEI #	KMK4VML3VFF9	Date Submitted	
		Agreement Expiration Date	12/31/2026

I. GRANT BUDGET AND EXPENDITURES

EXPENDITURE TYPE	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Security Deposits	Tenant Based Rental Assistance	\$ 150,000.00			\$ 150,000.00
Utility Deposits	Tenant Based Rental Assistance	\$ -	\$ -	\$ -	\$ -
Rent Assistance	Tenant Based Rental Assistance	\$ -	\$ -	\$ -	\$ -
Income Certifications	Tenant Based Rental Assistance	\$ -	\$ -	\$ -	\$ -
HQS Inspections	Tenant Based Rental Assistance	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 150,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000.00</b>

II. ATTACH TENANT DATA SHEET FOR THIS REPORTING PERIOD.

**Certification:**

I certify to the best of my knowledge and belief this report is true and complete in all respects, and all disbursements have been made for the purpose and conditions of this grant and have not been, nor will be, charged to any other grants.

**Manager / Fiscal Officer**

Name	Rosie Rojo	Title	Community Programs Manager
Signature		Date	

**Administrator / Executive Director**

Name	Alicia Vela	Title	Grants Specialist II
Signature		Date	

**HOME TENANT-BASED RENTAL ASSISTANCE (TBRA)  
CONTRACT AND LEASE ADDENDUM  
FOR SECURITY DEPOSIT ASSISTANCE**

**TBRA Tenant:** \_\_\_\_\_ **Landlord:** \_\_\_\_\_

**Unit Address:** \_\_\_\_\_

This HOME TBRA Contract and Lease Addendum (“Addendum”) adds the following language to the lease agreement (Lease) between the TBRA Tenant (Tenant) and the landlord (Landlord), as referred to above. This lease addendum is pursuant to 24 CFR 253 Tenant protections and selection. <https://www.ecfr.gov/current/title-24/section-92.253>. If any provision in this HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT AND LEASE ADDENDUM contradicts 24 CFR 253 (Regulation), then the Regulation shall prevail.

A. **Purpose of the Addendum.** The Lease for the above-referenced TBRA unit (Unit) is being amended to include the provisions of this Addendum because the Tenant is applying to receive security deposit assistance under the City of Santa Maria’s Tenant Based Rental Assistance (TBRA) Program. The (TBRA Program) is funded with a Federal HOME Investment Partnerships (HOME) program grant from the United States Department of Housing and Urban Development (HUD) under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended and updated through December 22, 2004, December 16, 2011, and July 24, 2013 Catalogue of Federal Domestic Assistance Number 14.239, passed through the County of Santa Barbara HOME Consortium. The program regulations found at 24 CFR Part 92 shall apply to this Addendum. The terms and conditions of the Subrecipient Agreement Between the County of Santa Barbara and the City of Santa Maria and all Exhibits thereto are applicable and shall be incorporated by reference herein. Under the Tenant Based Rental Assistance Program, the City of Santa Maria will pay the Security Deposit on behalf of the Tenant.

The parties acknowledge and agree that the Lease has been signed by the parties on the condition that Tenant and Landlord execute this Addendum. This Lease shall not become effective unless this Addendum has been executed by both the Landlord and Tenant, effective the first day of the term of the Lease.

B. **Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

C. **Term of the Lease.** The term shall begin on \_\_\_\_\_(mm/dd/yy) and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local tenant/landlord laws; or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease. The initial lease term shall be no less than 12 months in duration unless by mutual agreement between the Tenant and Landlord.

TBRA Tenant and Landlord hereby mutually agree to an initial lease term of \_\_\_\_\_ months.

**D. Security Deposit**

- (1) Upon approval of the Tenant's TBRA application, the City of Santa Maria will issue \$ \_\_\_\_\_ (maximum \$2,500) directly to the Landlord as a security deposit on behalf of the Tenant. The Landlord will hold this Security Deposit during the period the Tenant occupies the Unit under the Lease. The Landlord shall comply with state and local laws regarding treatment and use of Security Deposits.
- (2) After the TBRA Tenant has moved from the Unit, the Landlord may, subject to state and local laws, use the Security Deposit, including any interest on the Security Deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the TBRA Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the TBRA Tenant in accordance with all applicable state and local laws.
- (3) Security Deposits provided by the City of Santa Maria to the Landlord under the TRBA Program are in the form of a grant that shall be returned to the Tenant upon relocating out of the Unit, subject to itemized deductions as described above. The Security Deposit shall not be returned to the City of Santa Maria, the County of Santa Barbara, or the U.S. Department of Housing and Urban Development.

**E. Housing Quality Standards.** Without exception, Landlord shall ensure that the Unit meets Section 8 Housing Quality Standards and the requirements set forth in 24 CFR 92.209(i), 24 CFR 92.251(d), and 24 CFR 982.401. Landlord shall permit the City of Santa Maria and/or the County of Santa Barbara to inspect the Unit prior to occupancy.

**F. Lead-Based Paint.** Landlord shall permit the City of Santa Maria to ensure that the Unit meets the provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C., §§ 4851 et seq.), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M and R, and 24 CFR 92.355 of the HOME Final Rule. Landlord shall permit the City of Santa Maria to inspect the Unit and make and document lead-based paint determinations accordingly.

**G. Termination of Tenancy.** The Landlord may evict the Tenant for reasons that follow applicable state and local laws. The Landlord must notify the Tenant with at least 30 days in advance of the eviction date with a written notice.

**H. Prohibited Lease Provisions pursuant to 24 CFR 253(b) Prohibited Lease Terms. If any provision of this Section H contradicts the Prohibited Lease Terms, the Prohibited Lease Terms shall prevail. Reference:** <https://www.ecfr.gov/current/title-24/section-92.253>. Provisions stated in the Lease pertaining to the same or similar provisions numbered below **shall not be enforceable by the Landlord**

- (1) **Agreement to be Sued** - Agreement by the Tenant to be sued, admit guilt, or agree to a judgment in favor of the Landlord in the event a lawsuit related to the Lease is filed against the Tenant by the Landlord.

- (2) **Treatment of Property** - Agreement by the Tenant acknowledging the Landlord may take or hold the Tenant’s property and/or may sell such property without notice to the Tenant and a court decision.
- (3) **Excusing the Landlord from Responsibility** - Agreement by the Tenant excusing the Landlord or Landlord’s legally responsive agent for actions that defy municipal codes and state/federal laws, or failure to respond to events related to the Lease that legally require Landlord action.
- (4) **Waiver of Legal Notice** - Agreement by the Tenant that the Landlord may file a lawsuit without written notice to the Tenant.
- (5) **Waiver of Legal Proceedings** - Agreement by the Tenant that the Landlord may evict the Tenant or household members (i) without instituting a civil court proceeding in which the Tenant may present a defense, or (ii) without a court decision.
- (6) **Waiver of Right to Trial by Jury** - Agreement by the Tenant to waive the Tenant’s right to a trial by jury.
- (7) **Waiver of Right to Appeal Court Decision** -Agreement by the Tenant to waive the Tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease or waive the Tenant’s right to sue.
- (8) **Tenant chargeable with cost of legal actions regardless of outcome** - Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
- (9) **Mandatory Supportive Services** - Agreement by the tenant (other than a tenant residing in transitional housing) to accept support services that are offered.

**I. Fair Housing**

The Landlord shall follow state, federal, and local fair housing laws. Landlord will not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of characteristics such as age, race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, source of income, sexual orientation, or any other arbitrary factor. The Landlord shall provide equitable service to the Tenant that follows state, federal, and local housing laws. For information on Fair Housing laws in California, go to <https://www.fairhousingsantabarbara.com/>.

**SIGNATURES**

\_\_\_\_\_  
**TBRA Tenant Signature**

\_\_\_\_\_  
**Landlord/Landlord Representative Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



Exhibit D



County of Santa Barbara  
HOME Investment Partnerships Program  
Affirmative Marketing Policy

Policy Statement:

In accordance with the Regulations of the HOME Program (24 CFR 92.351) and in furtherance of County of Santa Barbara's commitment to non-discrimination and equal opportunity in housing, the County of Santa Barbara has established procedures to affirmatively market units rehabilitated or acquired under the HOME Program. These procedures are intended to further the objectives of title VIII of the Civil Rights Act of 1968, Executive Order 11063, and the Housing Element of the County of Santa Barbara Comprehensive Plan.

The County of Santa Barbara believes that individuals of similar economic levels in the same market area should have available to them a like range of housing choices regardless of their race, ethnicity, national origin, religion, sex, disability, and familial status.

The County of Santa Barbara is committed to the goals of affirmative marketing, which will be implemented in our HOME Program through a specific set of steps that the County and participating owners/developers will follow. These goals will be reached through the following procedures:

1. Informing the public, potential tenants, and owners about Federal fair housing laws and affirmative marketing policies. The County of Santa Barbara's Housing and Community Development Division (HCD) will inform the public, potential tenants, property owners and developers about this policy and fair housing laws through the use of the County web pages and the availability of fair housing flyers and informational materials on public display at the HCD office and at appropriate community resource events.
2. The County of Santa Barbara expects developers/owners to inform the general renter/potential homebuyer public about available rehabilitated or newly constructed units by carrying out their own affirmative marketing. Owners/developers are expected to provide for costs associated with these requirements in their development or operating budgets. Possible methods of providing the general public with information include, but are not limited to:
  - a. Advertisements/articles in local newspapers
  - b. Notifications sent to local housing authorities
  - c. Information available at community centers, city/county buildings
  - d. Information available through web pages
3. An individualized outreach plan will be developed with input from HCD staff and the project owner/developer. This plan will identify, using census data and local

Exhibit D (Continued)

housing market data, any persons that might need special outreach as they are not likely to be aware of opportunities or apply for units in a particular location. This plan will outline action items, such as printing flyers in multiple languages, distribution of information, and specific media outlets appropriate for the persons needing to be targeted.

4. The County of Santa Barbara will require that owners keep records on:
  - a. The racial/ethnic and gender characteristics of tenants and applicants during the initial post-construction lease-up period and for all rental vacancies thereafter for a period of 5 years.
  - b. The racial/ethnic and gender characteristics of homebuyers and applicants during the construction period and thereafter until all homebuyer units are sold.
  - c. Activities they undertake to inform the general public, including copies of advertisements placed, copies of flyers, and copies of letters to the local housing authorities.
  - d. Activities undertaken to inform special populations including advertisements placed in specialized media and copies of letters, notices, or flyers distributed.
  
5. HCD will assess the affirmative marketing efforts of property owners/developers.
  - a. To determine if good faith efforts have been made on the part of the owner/developer, HCD staff will examine affirmative marketing records that owners are required to maintain in accordance with this policy.
  - b. To determine results, HCD staff will assess property owners' marketing efforts in relation to whether or not persons from the specialized populations targeted have in fact applied for and/or become tenants/homeowners in the rehabilitated or newly constructed units.
  - c. If the representation of identified groups is not broad or the identified groups are not represented, staff will review the affirmative marketing procedures to determine what changes, if any, might be made to the affirmative marketing efforts.
  - d. HCD staff will seek the input of property owners/developers for their analysis and suggestions concerning the affirmative marketing campaign.
  
6. The County of Santa Barbara will take corrective action if it is identified that an owner/developer fails to carry out the required procedures or fails to maintain the records on tenants/homeowners and applicants in accordance with this policy.
  - a. Every effort will be made to collaboratively improve the effort of owners/developers, prior to taking corrective actions.
  - b. If an owner/developer continues to fail to meet the affirmative marketing requirements, HCD staff may, after fair warning and an opportunity to correct deficiencies, disqualify an owner/developer from further participation in future HOME-funded Programs.

## Exhibit E

### Federal Award Identification Information

i. Subrecipient Name (which must match the registered name in DUNS)		City of Santa Maria
ii. Subrecipient Unique Entity ID		KMK4VML3VFF9
iii. Federal Award Identification Number (FAIN)		<u>M-23-DC-060554</u>
iv. Federal Award Date		9/6/2023
v. Period of Performance	Start Date	9/6/2023
	End Date	9/30/2032
vi. Amount of Federal Funds Obligated by this action		\$150,000
vii. Total Amount of Federal Funds Obligated to Subrecipient		\$150,000
viii. Total Amount of the Federal Award		\$1,297,229
Federal award project description: The City of Santa Maria will utilize HOME TBRA funds to provide security deposit assistance and/or rent assistance to the residents in the City of Santa Maria and the unincorporated communities of Orcutt and Tanglewood.		
ix.		
x. Name of Federal awarding agency,		HUD
Pass through entity,		County of Santa Barbara
And contact information for awarding official		Laurie Baker, 805-568-3521 lbaker@countyofsb.org
xi. CFDA/Federal Assistance Listing Number	Number	14.239
	Name	HOME Investment Partnerships Program
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs.		N/A

**RESOLUTION NO. 2023-137**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA, CALIFORNIA, APPROVING THE USE OF FISCAL YEAR 2023-2024 HOME INVESTMENT PARTNERSHIPS FUNDING TO BE ALLOCATED TO ASSIST THE CITY OF SANTA MARIA'S TENANT-BASED RENTAL ASSISTANCE PROGRAM AND AN AFFORDABLE HOUSING PROJECT IN SANTA BARBARA COUNTY**

**WHEREAS**, HOME Investment Partnerships (HOME) is a Federal program that funds a variety of activities aimed at providing affordable housing for low and moderate-income households; and

**WHEREAS**, the program is administered by the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the City has participated in the HOME program, as part of a consortium with the County, since the consortium's inception in 1995, with a gap year during Fiscal Year (FY) 2016-17; and

**WHEREAS**, Santa Barbara County is the lead agency and fiscal agent for the Consortium, and the City is under contract with the County Consortium as both a participating jurisdiction and a sub-recipient; and

**WHEREAS**, the City has been allocated \$310,879.72 in HOME funding from the County Consortium for FY 2023-24; and

**WHEREAS**, the City is successfully using a portion of its HOME funds for its Tenant-Based Rental Assistance (TBRA) program, and would like to continue offering this program by using \$150,000 of its FY 2023-24 allocation towards rental deposits to those whose income qualify; and

**WHEREAS**, the City did not receive a viable, local affordable housing project for FY 2023-24 HOME funding; and

**WHEREAS**, the City also understands the need for affordable housing in the community and would like to contribute its remaining \$160,879.72 FY 2023-24 HOME funding to an affordable housing project in Santa Barbara County.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Santa Maria, California, as follows:

1. That \$150,000 in HOME funds be allocated to assist with the City's TBRA program and provide rental deposits to area residents;
2. That \$160,879.72 in HOME funds be used for an affordable housing project in Santa Barbara County; and

3. The Chief Deputy City Clerk is authorized and directed to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the Chief Deputy City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Santa Maria held this 7<sup>th</sup> day of November 2023.



ATTEST:

/s/ ALEXANDRA VALADEZ  
Assistant City Clerk

/s/ ALICE M. PATINO  
Mayor

APPROVED AS TO FORM:

/s/ THOMAS WATSON  
City Attorney

APPROVED AS TO CONTENT:

/s/ CHUEN WU  
Department Director

/s/ ALEX POSADA  
Interim City Manager

STATE OF CALIFORNIA            )  
COUNTY OF SANTA BARBARA    ) ss.  
CITY OF SANTA MARIA            )

I, **Alexandra R.E. Valadez**, Deputy City Clerk of the City of Santa Maria and ex officio Clerk of the City Council **DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of **Resolution No. 2023-137** which was duly and regularly introduced and adopted by said City Council at a regular meeting held **November 7, 2023**, and carried on the following vote:

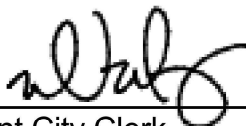
AYES:            Councilmembers Cordero, Escobedo, Soto, and Mayor Patino.

NOES:            None.

ABSENT:         Councilmember Aguilera-Hernandez.

ABSTAIN:        None.



  
\_\_\_\_\_  
Assistant City Clerk  
City of Santa Maria