

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA as**  
**ADMINISTRATIVE ENTITY FOR THE**  
**Santa Barbara County Permanent Local Housing Allocation Consortium**  
**AND**  
**Housing Trust Fund of Santa Barbara County, Inc.**  
  
**Provision of a Workforce Homebuyer Program**  
**State of CA Permanent Local Housing Allocation (PLHA)**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and Housing Trust Fund of Santa Barbara County, Inc. (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is P.O. Box 60909 Santa Barbara, CA 93160-0909.

**WITNESSETH THAT:**

**WHEREAS**, Chapter 364, Statutes of 2017 (SB 2, Atkins) added Chapter 2.5 (commencing with Health and Safety Code Section 50470) to Part 2 of Division 31 of the Health and Safety Code, was part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs; and

**WHEREAS**, SB2 created the Building Homes and Jobs Fund and the PLHA Program, specifically establishing a permanent source of funding intended to increase the affordable housing stock in California; and

**WHEREAS**, On July 7, 2020, the County of Santa Barbara's Board of Supervisors passed and adopted Resolution No. 20-127 allowing the Director of the Community Services Department to apply for, receive, and administer the PLHA funds for the Santa Barbara County PLHA Consortium, which includes the County of Santa Barbara, and the Cities of Goleta and Santa Maria; and

**WHEREAS**, The revenue from SB 2 will vary from year to year, as revenue is dependent on certain real estate recordation transactions with fluctuating activity; and

**WHEREAS**, the County and the Cities of Goleta and Santa Maria (Consortium) have each entered into a Consortium agreement that authorizes the County to act as the Administering Jurisdiction for the Consortium to apply for and administer PLHA funds on the Consortium's behalf.; and

**WHEREAS**, COUNTY on behalf of the Consortium submitted to the State the Consortium's Five-Year Plan (PLHA Plan), which includes State PLHA eligible activities set forth in the State's PLHA Final Guidelines (Guidelines) the Consortium will address with its allocations of PLHA funds over the next five years; and

**WHEREAS**, the Consortium selected the following eligible activities from the Guidelines: §301(a)(1) Multi-Family Rental Housing; §301(a)(2) Rental and Homeownership Housing; §301(a)(6) Homelessness Assistance Programs; and §301(a)(9) Down Payment Assistance for Homeownership Opportunities; and

**WHEREAS**, SUBRECIPIENT's services are eligible activities as outlined in the State's PLHA Program Guidelines and the Consortium's PLHA Plan as they are housing-related projects and programs to assist in addressing the unmet housing needs of the local communities; and

NOW THEREFORE, the parties agree that the above recitals are true to the best of their knowledge and, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that they will carry out the program according to this Agreement.

**I. SCOPE OF SERVICES**

**A. General**

All services under this Agreement shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services shall be provided under the supervision of SUBRECIPIENT's Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT's staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

**B. Services**

**1. Eligible Activities**

Activities funded by this Agreement are limited to the following program components and eligible activities contained in the PLHA Plan: §301(a)(2) Rental and Homeownership housing; and §301(a)(9) Down Payment Assistance for Homeownership Opportunities as outlined more fully in the State HCD's Permanent Local Housing Allocation Final Guidelines.

**2. Services to be Provided**

SUBRECIPIENT shall be responsible for providing down payment loans and closing cost grants for approximately 20 first-time income-eligible homebuyers. Specific client services include: homebuyer education training offered through community partners; provision of information on the loan program and application process; technical assistance in completing the loan application; provision of a 30-year deferred payment down payment loan in an amount up to 20% of the home purchase price or a maximum loan of \$100,000, whichever is less for qualified applicants; and, provision of a closing cost grant up to \$5,000 for borrowers and as set forth in Exhibit A.

**C. Staffing**

Only the salary and eligible benefits for the positions listed in the budget in Exhibit B, if any, are eligible for reimbursement with PLHA funds under this Agreement. Any changes in the positions whose salary and benefits are eligible for reimbursement with PLHA funds under this Agreement shall be approved in writing by the CSD Director, or designee. All services shall be performed by SUBRECIPIENT and its staff. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All services shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that the services to be performed will conform to the requirements of this Agreement; all applicable federal, state and local laws; and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications,

insurance and approvals of whatsoever nature that are legally required of SUBRECIPIENT to practice its professions.

**D. Levels of Accomplishment – Goals and Performance Measures**

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State (25 CCR Section 8413).

**E. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY shall review the performance of SUBRECIPIENT in accord with the applicable provisions of SB 2 and its related implementing regulations, guidance and rules. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

**F. COUNTY Recognition**

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing PLHA funds made available under this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled or provided with signage as to funding source. In addition, SUBRECIPIENT shall include a reference to the support provided by COUNTY that is made possible with PLHA Program funds made available under this Agreement.

**II. TERM**

**A. Term and Time of Performance**

This Agreement shall begin on the later of March 8, 2022 or the date that the State Department of Housing and Community Development has provided its approval of this Subrecipient Agreement (Operating Start Date) and shall terminate on the earlier of June 30, 2024 or when the PLHA funds awarded to SUBRECIPIENT in this Agreement are exhausted, unless suspended or terminated earlier or there are no PLHA funds available to the COUNTY for any reason (the "Term"). All work to be performed hereunder as described in the Scope of Services and that is funded with the PLHA award may commence on the Operating Start date and shall be completed by 6/30/2024 (the "Award Time of Performance"). The Term and the Award Time of Performance may be extended upon written approval of the COUNTY as described in Section VI.E below.

**B. Close-outs**

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over PLHA funds, including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

**III. BUDGET**

The budget for SUBRECIPIENT's services, specifying PLHA -funded line items is set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. Any amendments to the budget line items shall require prior written approval by COUNTY and SUBRECIPIENT.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the program guidelines. SUBRECIPIENT's accounting records shall comply with Article V of the PLHA Final Guidelines. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount of PLHA funds to be paid by COUNTY under this Agreement shall not exceed **\$444,960** during the Term of this Agreement. Payments to SUBRECIPIENT will be made on a reimbursement basis. Drawdowns for the payment of eligible expenses and documentation of eligible expenditures shall be made in accordance with the line item budgets specified in Exhibit B attached hereto. In accord with PLHA Guidelines, no less than once per quarter, but not more often than monthly, SUBRECIPIENT may request reimbursement for its expenditures and documented eligible expenditures. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request (Exhibit D) together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced, billed or deemed eligible except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the ESPR and supporting documents and in accord with state regulations shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete payment request. Expenses for which SUBRECIPIENT will seek reimbursement under this Agreement shall have been incurred within the Term of this Agreement; however, SUBRECIPIENT may submit a final ESPR for eligible expenses up to twenty days following the Term of this Agreement.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Notices may be sent by facsimile or other electronic means if the party to be noticed consents to the delivery of the notice by facsimile or such electronic means and if the party required to give notice delivers such notice via mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Notices and other written communications concerning this Agreement shall be directed to the following representatives:

**COUNTY**

Dinah Lockhart, Deputy Director  
County of Santa Barbara  
Community Services Department/HCD  
123 E. Anapamu St., Second Floor  
Santa Barbara, CA 93101  
Office: (805) 568-3523  
dlockhart@sbccsd.org

**SUBRECIPIENT**

Jennifer McGovern, President and CEO  
Housing Trust Fund of Santa Barbara County  
PO Box 60909  
Santa Barbara, CA 93160-0909  
[j.mcgovern@sbhousingtrust.org](mailto:j.mcgovern@sbhousingtrust.org)  
(805) 685-1949

**VI. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with the requirements of the PLHA program, including the statutes (Health & Safety Code, §§ 50470 et seq.), program guidelines, and additional regulations and program guidance as may be adopted from time to time. In addition, SUBRECIPIENT agrees to comply with the terms of the award under the grant agreement, applications, notices of award and all other applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the PLHA funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending PLHA funds provided under this Agreement.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall at all times remain an independent contractor with respect to services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: Federal Insurance Contributions Act (FICA) tax, unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance. In addition, SUBRECIPIENT understands and acknowledges that neither it nor its employees or subcontractors shall be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

**C. Insurance and Indemnification**

SUBRECIPIENT shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

**D. Workers' Compensation**

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit E.

**E. Changes or Amendments**

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or SUBRECIPIENT from its 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.

Any amendments to this Agreement must be approved by the Board of Supervisors and executed by the Chair of the Board, except the Director of the County's Community Services Department (CSD) or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY as follows:

1. The Director of CSD may approve changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each Budget line item, provided that the overall amount of the Budget is not increased; and (b) additions to or deletions of Budget line items; provided that all expenditures are eligible and that the overall amount of the Budget is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. The Director of Community Services may execute amendments that extend the Term or the Award Time of Performance or both by up to a maximum of 12 months. 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 award as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the PLHA Plan, PLHA Guidelines, and all other State regulations, notices, and other direction.
3. The Director of Community Services may approve administrative 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.

**F. Suspension or Termination**

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or state regulations, including, but not limited to, the grant agreement, applications, or notices of award or any terms of the Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of PLHA funds provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermines the integrity of the PLHA Program, including, but not limited to, client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

COUNTY may withhold any payments due to SUBRECIPIENT until such time as the exact amount of damages resulting from SUBRECIPIENT's breach is determined.

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 nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date and, in the case of partial termination, the portion to be terminated.

- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, 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 during 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.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of 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 sent by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety.

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.
4. In the event that CONTRACTOR ceases or intends to cease to operate, (e.g., dissolution of corporate status, declaration of bankruptcy, etc.) SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations, but in any event no later than prior to ceasing operations.
5. If the State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term 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 such disallowed payments.

**G. STATE and COUNTY Enforcement of PLHA Program Requirements**

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of PLHA funds, and COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the state requirements or this Agreement.

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards

SUBRECIPIENT agrees to comply with and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its program in accordance with Article V, Section 500 et seq. of the PLHA Final Guidelines. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Indirect Costs

SUBRECIPIENT may charge an indirect cost allocation to its grant under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the PLHA activity unless a higher limit for the indirect cost allocation has been previously approved.

4. Procurement

SUBRECIPIENT shall comply with the procurement requirements in Santa Barbara County Code Chapter 2, Article VI concerning the purchase of services, supplies or equipment and concerning the required maintenance of inventory and records for all services, equipment and supplies procured with funds provided herein.

5. Travel

SUBRECIPIENT shall obtain written approval from COUNTY for the use of any funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

**B. Documentation and Record Keeping**

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State regulations relating to the PLHA Program, including, but not limited to the PLHA and its related implementing regulations, guidance and rules, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records supporting disbursements of PLHA funds for the performance of eligible activities;
- d. Records supporting the source and expenditure of eligible activities of PLHA;
- e. Financial records as required by Article V, Section 500 of the PLHA Final Guidelines; and
- f. Other records necessary to document compliance with applicable state and federal requirements.

2. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds from the Agreement under which



a program participant was served are expended and the final payment for eligible expenses have been submitted to COUNTY BY SUBRECIPIENT and have been paid by COUNTY. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

3. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing (hereinafter "Documents") produced, prepared or caused to be produced or prepared by SUBRECIPIENT, its officers, employees, agents, representatives, contractors and subcontractors, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

4. Disclosure

SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, may be prohibited under federal or state law unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. COUNTY shall disclose any information required by state or federal law, unless there is an applicable exception.

5. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, State or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with Article V, Section 501 of the PLHA Final Guidelines and current COUNTY policy and requirements concerning audits.

Since 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 State or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by 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.

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for possible audit for a minimum of five (5) years from the expiration date of this Agreement.

6. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, State or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or PLHA.

C. **Reports**

SUBRECIPIENT shall provide COUNTY with PLHA Quarterly Status Reports, for which a sample is attached hereto as Exhibit C, on or before the twentieth day of October, January, April and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State.

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 5.105(a) and 24 CFR 576.407. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

B. **Affirmative Action**

1. Affirmative Outreach

SUBRECIPIENT shall make known that use of its facilities, assistance, and services are available to all on a nondiscriminatory basis in accord with 24 CFR 576.407(b). Pursuant to and in accord with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the President's Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

2. Women- and Minority-Owned Businesses (W/MBE)

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the

purpose of this definition, "minority group members" are African Americans; Spanish-speaking, Spanish-surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women's business enterprises in lieu of an independent investigation.

3. Subcontract Provisions

SUBRECIPIENT will include the provisions of Titles VI and VII of the Civil Rights Act of 1964, as amended, in every contract, subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors, subcontractors and vendors.

**C. Employment Restrictions**

1. Prohibited Activity

SUBRECIPIENT is prohibited from using PLHA funds provided herein or personnel employed in the performance of the activities set out in the Scope of Services under this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards Requirements

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

**D. Conduct**

1. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY thereto and any attempt to so assign or so transfer without such consent shall be voidable and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Contracts and Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of such agreement. A Contractor or subcontractor is not eligible to receive PLHA funds if the Contractor is not licensed and in good standing in the State of California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

b. Monitoring

SUBRECIPIENT will monitor all contracted and subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. SUBRECIPIENT shall retain all written reports and submit such reports upon COUNTY's request.

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed by a contractor or subcontractor for that contractor's or subcontractor's performance of this Agreement.

e. Insurance

SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement comply with minimum State-required Worker's Compensation insurance and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions

3. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed, under this Agreement, shall be in any way or to any extent used for or engaged in the conduct of political activities in violation of 5 U.S.C., § 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of the PLHA Final Guidelines, which include, but are not limited to, the following:

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by PLHA funds.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by PLHA funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to PLHA-funded activities, or who are 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 PLHA-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the PLHA-funded activity, or with respect to the proceeds derived from the PLHA-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, and/or State reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the materials, works or inventions for governmental purposes.

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any

material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

**A. California Environmental Quality Act**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR 576.407, subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407, subdivision (d), and completion by the State of all applicable review and approval requirements.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable, then such provision shall be deemed severable from the remaining provisions hereof, and, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**X. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

**XI. WAIVER**

COUNTY's delay or failure to act with respect to a breach by the SUBRECIPIENT shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement. Each party waives the future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or change by any oral agreements, course of conduct, waiver or estoppel.

**XIII. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**XIV. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**XV. NONEXCLUSIVE AGREEMENT**

SUBRECIPIENT understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by SUBRECIPIENT as COUNTY desires.

**XVI. CALIFORNIA LAW**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

**XVII. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**XVIII. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

**XIX. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of this Agreement shall prevail over those in the Exhibits.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

"COUNTY"  
COUNTY OF SANTA BARBARA:

By: Shela deGuerra  
Deputy Clerk

By: Joan Hartmann  
Joan Hartmann, Chair  
Board of Supervisors

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

By: DocuSigned by:  
Betsy Schaffer  
Auditor-Controller

By: DocuSigned by:  
George Chapjian  
George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: DocuSigned by:  
Mike Munoz  
Deputy County Counsel

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By: DocuSigned by:  
Ray Aromatorio  
Risk Manager

“SUBRECIPIENT”

Housing Trust Fund of the County of Santa Barbara, Inc.

DocuSigned by:  
By: Jennifer McGovern  
2799539C657147E  
Jennifer McGovern, President & CEO



EXHIBIT A

**Scope of Services**

Permanent Local Housing Allocation Funding

This Scope of Work is attached to and incorporated into the PLHA Subrecipient Agreement between COUNTY and The Housing Trust Fund of Santa Barbara County, Inc. (SUBRECIPIENT).

**Project Title:** Housing Trust Fund Workforce Homebuyer Program

**A. INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and Housing Trust Fund of Santa Barbara County, Inc. ("SUBRECIPIENT") as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section I of the Agreement.

**B. PROJECT DESCRIPTION**

1. **Purpose:** The purpose of the Housing Trust Fund Workforce Homebuyer Program is to expand homeownership opportunities for low-income and moderate-income households who have been shut out of the Santa Barbara County housing market due to high housing costs. The program provides a 30-year deferred down payment loan of the lesser of 20% of the home price up to a maximum of \$100,000 combined with a closing cost grant of up to \$5,000 to overcome financial barriers to homeownership. The PLHA funding will provide closing cost grants for an estimated 20 homebuyers, \$298,222 in additional loan capital and \$20,960 in program operating support, that will be matched with \$1,760,000 in grant funding for down payment loans and operations provided through the State HCD CalHome Program. The Housing Trust Fund Workforce Homebuyer Program will have the positive impact of providing low-to-moderate income households with secure and affordable housing that stabilizes housing costs, helps build family wealth over time, supports better health for children, and reduces incidences of crime.

a. **Services:** The Housing Trust Fund Workforce Homebuyer Program shall provide down payment loans and closing cost grants to an estimated 20 first-time income-qualified homebuyers. Specific client services shall include: homebuyer education training offered through community partners; provision of information on the loan program and application process; Technical Assistance in completing the loan application; provision of a 30-year deferred payment down payment loan in the lesser of 20% of the home purchase price or a maximum loan of \$100,000 for qualified applicants; and, provision of a closing cost grant up to \$5,000 for borrowers.

b. **State Regulatory Information**

The PLHA-funded program will follow the rules, regulations, and guidelines of the State of California CalHome program.

<b>Activity</b>	<b>Regulation</b>
Down Payment Assistance and Closing Cost Program	State HCD CalHome Program* and State PLHA program guidelines
Promissory Note and Deed of Trust	As approved by the State CalHome Program and COUNTY, in a form substantially similar to the forms attached to the Subrecipient Agreement as Exhibit F.

- c. Eligible Geographic Area: All homes purchased with funds under this Agreement must be located within the City limits of Santa Maria, California.

**1. Levels of Accomplishment**

GOALS: SUBRECIPIENT shall provide the following levels of services during the term of the Agreement:

Services	Goal
Estimated total unduplicated number of persons served	47-50
Estimated total unduplicated number of households served	19-20

PERFORMANCE MEASURES: SUBRECIPIENT shall meet the following performance measures during the term of the Agreement:

Services	Goal
Provide homebuyer education training	19-20 loan applicants successfully complete a homebuyer education training course.
Receive and process loan applications	19-20 loan applicants receive a loan commitment for a down payment loan
Provide closing cost grants	19-20 homebuyers receive a closing cost grant
Close and fund the down payment loan	19-20 homebuyers close escrow and purchase an entry-level home

**2. DATA COLLECTION AND REPORTING**

**1. General**

SUBRECIPIENT must collect data in accordance with the PLHA Program Guidelines. SUBRECIPIENT shall provide requested data in accordance with PLHA Program Guidelines and as requested by the County of Santa Barbara. SUBRECIPIENT shall collect information on the down payment loan and closing cost grant made to each borrower, including: the property address and sales price; closing date; amount of the down payment loan and closing cost grant; household income level; whether the borrower is a senior, veteran or disabled (required by the CalHome Program); and, demographic information voluntarily provided and authorized by the borrower. SUBRECIPIENT must also provide copies of the Homebuyer Education Certificate, Income Certification, Settlement Statement, Loan Disclosure and executed loan documents, if requested by COUNTY. SUBRECIPIENT shall protect homebuyer personal financial and identification information.

**2. Report Schedule**

SUBRECIPIENT must provide Status Reports that are due according to the following schedule:

Period	Due Date
January 1 – March 31, 2022	April 20, 2022
April 1 – June 30, 2022	July 20, 2022
July 1 – September 30, 2022	October 20, 2022
October 1 – December 31, 2022	January 20, 2023
January 1 – March 31, 2023	April 20, 2023
April 1 – June 30, 2023	July 20, 2023
January 1 – March 31, 2024	April 20, 2024
April 1 – June 30, 2024	July 20, 2024

COUNTY’s disbursement of funds is contingent upon its receipt of SUBRECIPIENT’s Status Reports.

**3. Report Content**

SUBRECIPIENT's Status Reports must contain the following:

- a. Subrecipient Report generated from the Housing Trust Fund of Santa Barbara County;
- b. Data on goals and permanent measures as set forth in Section B, above;
- c. Data on funding received for the project from all sources; and
- d. Signature of SUBRECIPIENT's Executive Director or designee attesting to the accuracy of the information submitted.





State of California  
**Permanent Local Housing Allocation**

Exhibit B Part 2 Project Budget -

Project Title Downpayment Asst Program HTF of SB County  
 Applicant Name Housing Trust Fund of Santa Barbara County

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which State PLHA funds are requested. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds" and "Other State Funds".

Revenue - 2 years

Source	Total Program Budget	PLHA	Other
<b>Permanent Local Housing Allocation (This award)</b>	\$ 444,960	\$ 444,960	
CDBG - Cities (SB = Human Services Funds)	\$ -		
CDBG - County	\$ -		
CoC Program	\$ -		
HOME - Cities	\$ -		
HOME - County	\$ -		
Other Federal Funds:	\$ -		
Other Federal Funds:	\$ -		
Other State Funds: CalHome Program	\$ 1,687,400		\$ 1,687,400
Other State Funds	\$ -		
County Human Services Funds	\$ -		
Other Local Funds	\$ 25,000		\$ 25,000
Private Trusts and Foundation Funds	\$ 55,000		\$ 55,000
Fundraising Events	\$ -		
Donations	\$ 79,132		\$ 79,132
Client Fees	\$ -		
Other ( <i>specify source below</i> )			
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
<b>Total Revenue</b>	\$ <b>2,291,492</b>	\$ <b>444,960</b>	\$ <b>1,846,532</b>



**Quarterly Status Report**  
**Permanent Local Housing Allocation**

County of Santa Barbara  
 Community Services Department

**Instructions:** Submit this status report to Andrew Kish, Housing Program Specialist by email to [akish@countyofsb.org](mailto:akish@countyofsb.org)

<input type="checkbox"/> <b>Quarter 1</b> 12/30/2021-3/31/2022	<input type="checkbox"/> <b>Quarter 2</b> 4/1/22-6/30/22	<input type="checkbox"/> <b>Quarter 3</b> 7/1/22-9/30/22	<input type="checkbox"/> <b>Quarter 4</b> 10/1/22-12/31/22
<b>Agency</b> <u>Housing Trust Fund of Santa Barbara County</u>	<b>Contact Person</b> <u>Jennifer McGovern</u>		
<b>Project</b> <u>Housing Trust Fund Workforce Homebuyer Program</u>	<b>Phone Number</b> <u>805-685-1949</u>		
<b>Contract #</b> _____	<b>Email Address</b> <u>j.mcgovern@sbhousingtrust.org</u>		

1. PLHA Subrecipient Report

Generate a Subrecipient Report for the reporting period and attach any print-out to this report.

2. Accomplishments

**Goals**

	Goal	Quarter	Year-to-Date
Total unduplicated number of persons served	47-50		
Total unduplicated number of households served	19-20		

**Performance Measures**

	Goal	Quarter	Year to Date
Homebuyer Education Training	19-20 Applicants		
Receive and Process Loan Applications	19-20 Applicants		
Provide Closing Costs Grants	19-20 Homebuyers		
Close and Fund the Down Payment Loan	19-20 Homebuyers		
# of Extremely Low Income (0-30% AMI) Households assisted			
# of Very Low Income (max 50% AMI) Households assisted			
# of Households at or below 60% AMI assisted			
# of Low-Income Households (max 80% AMI) assisted			
# of Moderate-Income Households assisted (max 120% AMI or 150% AMI in high cost areas)			
Total Number of Seniors (65+) Assisted			
Total Number of Veterans Assisted			
Total Number of Disabled Persons Assisted			
Total Number of Families with Minor Children Assisted			
Total Number of Transition Youth (18-24 y/o) Assisted			
Total Number of Farmworkers Assisted			

**Narrative**

Describe the project’s progress in meeting the goals and performance measures as set forth in the Subrecipient Agreement. If the project is not performing as planned, provide an explanation.

3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
<b>RACE</b>		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
<b>Totals in RACE</b>		
<b>ETHNICITY<sup>1</sup></b>		
Hispanic or Latino <sup>2</sup>		
Not Hispanic or Latino		
<b>Totals in ETHNICITY</b>		

4. Project Funding

Report funding received for the project during the quarter and year-to-date by source.

**Additional Funding Sources**

	Amount
Cal Home	\$
Other Local Funds	\$
Private Trusts and Foundation Funds	\$
Donations	\$
Other	

<sup>1</sup> Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.

<sup>2</sup> Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

<b>Total</b>	<b>\$</b>
--------------	-----------

5. Additional Comments

Provide any additional comments on areas of this report that need explanation.

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

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

Name & Title: \_\_\_\_\_





## EXHIBIT E

### **Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)**

#### INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or 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.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SUBRECIPIENT, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the SUBRECIPIENT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the SUBRECIPIENT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – SUBRECIPIENT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT’s obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT F

**PROMISSORY NOTE  
SECURED BY DEED OF TRUST  
(Workforce Homebuyer Down Payment Program)**

Loan Number: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

Santa Barbara, California  
\_\_\_\_\_, 2022

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_ ("Borrower") promises to pay to the Housing Trust Fund of Santa Barbara County, Inc., a nonprofit public benefit corporation ("Housing Trust Fund"), at the following address P. O. Box 60909, Santa Barbara, CA 93160-0909, or such other place as the Housing Trust Fund may designate in writing, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Principal Amount"), together with interest on the unpaid principal at an interest rate of three percent per annum (3%) (the "Loan") from the date of this promissory note (the "Housing Trust Fund Note") until paid. Borrower also promises to pay any fees and costs, as applicable, described in Section 13 below. The obligation of the Borrower with respect to this Note is secured by the Housing Trust Fund Deed of Trust (as defined below).

1. **Purpose of Loan.** Borrower is purchasing a home located at \_\_\_\_\_ in the City of \_\_\_\_\_, County of Santa Barbara (the "Home"), as more particularly described in the Housing Trust Fund Deed of Trust. This Housing Trust Fund Note evidences a loan made by the Housing Trust Fund to the Borrower pursuant to the Housing Trust Fund's Workforce Homebuyer Program (the "Workforce Homebuyer Program"), which provides second mortgage assistance to low and moderate-income first-time homebuyers. This Workforce Homebuyer Program was established with funding from the California State Department of Housing and Community Development ("State HCD") and adheres to the policies and requirements of the State HCD CalHome Program. In accordance with the Workforce Homebuyer Program, the Principal Amount of the Housing Trust Fund Loan is the amount determined by the Housing Trust Fund to be necessary for the Borrower to afford to purchase the Home making a reasonable down payment and using conventional or other first mortgage financing for the balance of the purchase price not financed by the Housing Trust Fund Loan.

2. **Security.** This Housing Trust Fund Note is secured by a Subordinate Deed of Trust dated of even date herewith (the "Housing Trust Fund Deed of Trust") naming Borrower as trustor, \_\_\_\_\_ Title Company as trustee, and the Housing Trust Fund as beneficiary, and encumbering that certain real property commonly known as the Home, as more particularly described in the Housing Trust Fund Deed of Trust. The Home includes both the real property and all improvements now or hereafter erected at the Home, and all easements, rights, appurtenances and all fixtures now or hereafter attached to the Home. The Housing Trust Fund Deed of Trust includes the following due on transfer clause:

DUE ON TRANSFER OF THE HOME. IF BORROWER SHALL SELL, CONVEY, OR ALIENATE THE HOME, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, ANY INDEBTEDNESS OR OBLIGATION SECURED BY THIS HOUSING TRUST FUND DEED OF TRUST, IRRESPECTIVE OF THE MATURITY DATE SET FORTH IN THE HOUSING TRUST FUND NOTE, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

**3. Repayment.**

(a) Deferral. Repayment of all sums due under this Housing Trust Fund Note shall be deferred until the Maturity Date or the occurrence of one of the events provided in subsection (c) below. Additionally, Borrower may prepay this Housing Trust Fund Note as set forth in Section 5.

(b) Maturity Date. All sums due hereunder, including without limitation, the entire unpaid balance of the Principal Amount and unpaid accrued interest and any other amounts due under this Housing Trust Fund Note shall be due and payable in full thirty (30) years from Recording Date, unless due and payable on such earlier date as required herein.

(c) Extended Maturity Date/Forgiveness of Accrued Interest. If, at the Maturity Date the Housing Trust Fund, in its sole and absolute discretion, determines that the repayment of the Loan causes a hardship for the Borrower, then the Housing Trust Fund may make a one-time amendment to the Housing Trust Fund Note and Housing Trust Fund Deed of Trust to either: a) extend the Maturity Date for up to an additional 30 years at 0% interest; or, b) convert the debt at loan maturity, that is the principal balance and any accrued interest, to an amortized loan, repayable in 15 years at 0% interest. The Housing Trust Fund, at its sole discretion, may also choose to forgive all or a portion of the unpaid accrued interest on the principal balance.

(d) Earlier Repayment Requirement. All sums due hereunder, including without limitation, the entire unpaid balance of principal and accrued interest shall immediately become due and payable if during the term of this Housing Trust Fund Note there occurs any of the following:

(i) An Event of Default as defined in Section 8 below;

(ii) Refinance of the First Lender Deed of Trust, as defined in Section 17 below, unless such refinance meets the requirements set forth in the Housing Trust Fund Deed of Trust;

(iii) The Borrower fails to occupy the Home as the Borrower's principal residence during the term of this Housing Trust Fund Note, as specified in the Housing Trust Fund Deed of Trust; or

(iv) The sale, transfer, conveyance or alienation of all or any portion of or interest in the Home.

(e) Place of Payment. The unpaid Principal Amount of this Housing Trust Fund Note, together with unpaid accrued interest shall be due and payable in full on the Maturity Date to the Housing Trust Fund of Santa Barbara County, P. O. Box 60909, Santa Barbara, CA 93160-0909 or at such other place as the Housing Trust Fund may from time to time designate.

(f) Special Repayment Provision. In the event that the Housing Trust Fund of Santa Barbara County is no longer in operation, and if funding for the Loan has been provided with grant capital provided to the Housing Trust Fund from State HCD, repayment of the Loan principal amount and accrued interest shall be made to the State Department of Housing and Community Development, 2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833.

4. Late Payment. Borrower promises to pay to the Housing Trust Fund on demand a delinquency charge equal to five percent (5%) of any payment unpaid for more than fifteen (15) calendar days after the date due. Any payment which is more than thirty (30) days late shall additionally accrue simple interest at a rate of five percent (5%) per annum.

5. Borrower's Right To Prepay. Borrower may prepay the Principal Amount together with any unpaid accrued interest, calculated as of the date of such prepayment, at any time before the Loan Maturity Date. In addition, Borrower may make partial repayment of the Principal Amount at any time, so long as such partial principal prepayment is accompanied by payment of interest accrued on such principal. No prepayment charge will be imposed by the Housing Trust Fund.

6. No Assumption of Housing Trust Fund Note by Subsequent Buyers. Borrower acknowledges that this Housing Trust Fund Note is given in connection with the purchase of the Home as part of a program of the Housing Trust Fund to assist in the purchase of Homes by low and moderate-income households. The entire unpaid Principal Amount and unpaid accrued interest is due upon transfer of the Home. Consequently, this Housing Trust Fund Note is not assumable by subsequent purchasers nor by the successors and assigns of the Borrower, except as required by law.

7. Occupancy, Preservation, Maintenance and Protection of Home. Borrower shall occupy, establish, and use the Home as Borrower's principal residence within sixty (60) days after the execution of this Housing Trust Fund Note. Borrower shall not destroy, damage or impair the Home, allow the Home to deteriorate, or commit waste on the Home.

8. Event of Default. The occurrence of any one of the following events shall constitute an "Event of Default":

(a) failure of the Borrower to pay any principal or interest under Housing Trust Fund Note when due, whether at stated maturity, by acceleration, by notice of prepayment or otherwise or

failure to pay any interest or other amount due under this Note within thirty (30) days after the date due;

(b) the sale, transfer, conveyance or alienation of all or any portion of or interest in the Home, irrespective of the maturity date of this Housing Trust Fund Note;

(c) an Event of Default as set forth in the Housing Trust Fund Deed of Trust;

(d) the breach by Borrower of any representation, covenant or agreement made in this Housing Trust Fund Note, or the Housing Trust Fund Deed of Trust;

(e) Borrower makes an assignment for the benefit of creditors, or a petition is filed by or against Borrower under the provisions of any state insolvency law or under the provisions of the United States Bankruptcy Code, as amended, or Borrower applies for or consents to the appointment of a receiver or trustee for Borrower a substantial part of Borrower's property or business;

(f) Borrower challenges, or institutes any proceedings to challenge, the validity, binding effect or enforceability of this Housing Trust Fund Note or any other obligation of Borrower to Housing Trust Fund; or

(g) failure of the Borrower to pay any principal or interest under any other promissory note secured by a deed of trust on the Home when due, whether at stated maturity, by acceleration, by notice of prepayment or under any such deed of trust as and when due.

9. **Remedies in the Event of Default.** Upon the occurrence of any Event of Default specified in clause 8(e) above, the Principal Amount of this Housing Trust Fund Note together with accrued interest thereon shall become immediately due and payable, and upon the occurrence and during the continuance of any other Event of Default the Housing Trust Fund may, by written notice to Borrower, declare the unpaid Principal Amount of this Housing Trust Fund Note together with all unpaid accrued interest thereon to be due and payable, and the principal amount of this Housing Trust Fund Note together with such interest shall thereupon immediately become due and payable. The Housing Trust Fund may immediately enforce any and all of its rights or remedies afforded by law, and as further set forth in the Housing Trust Fund Deed of Trust to obtain full payment of all amounts due pursuant to this Housing Trust Fund Note, including such costs as set forth in Section 13.

10. **Nonliability for Negligence, Loss, or Damage.** Borrower acknowledges, understands and agrees that the relationship between Borrower and the Housing Trust Fund is solely that of borrower and lender, and that the Housing Trust Fund neither undertakes nor assumes any responsibility for or duty to Borrower to select, review, inspect, supervise, pass judgment on, or inform Borrower of the quality, adequacy or suitability of the Home or any other matter. The Housing Trust Fund owes no duty of care to protect Borrower against negligent, faulty, inadequate or defective building or construction or any condition of the Home and Borrower agrees that neither Borrower, nor Borrower's heirs, successors or assigns shall ever claim, have or assert any right or action against the Housing Trust Fund for any loss, damage or



other matter arising out of or resulting from any condition of the Home and will hold the Housing Trust Fund harmless from any liability, loss or damage for these things.

11. **Indemnity.** Borrower agrees to defend, indemnify, and hold the Housing Trust Fund and its employees, agents, officers, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that the Housing Trust Fund may incur as a direct or indirect consequence of:

(a) Borrower's failure to perform any obligations as and when required by this Housing Trust Fund Note, or the Housing Trust Fund Deed of Trust; or

(b) the failure at any time of any of Borrower's representations or warranties to be true and correct.

12. **No Waiver by Housing Trust Fund.** Failure by the Housing Trust Fund to pursue its legal and equitable remedies upon Borrower's Default shall not constitute a waiver of the Housing Trust Fund's right to declare a default and exercise all of its rights under this Housing Trust Fund Note, and the Housing Trust Fund Deed of Trust. Nor shall acceptance by the Housing Trust Fund of any payment provided for herein constitute a waiver of the Housing Trust Fund's right to require prompt payment of any remaining principal owed. A waiver of any term of the Housing Trust Fund Note must be made in writing and shall be limited to the express written terms of such waiver.

13. **Fees and Costs.** Borrower agrees that if Borrower is in Default, Borrower will pay, in addition to unpaid Principal Amount and unpaid accrued interest, all costs and expenses of collection and enforcement, including but not limited to Housing Trust Fund staff costs, court costs, and reasonable attorneys' fees, paid or incurred in connection with the enforcement of this Housing Trust Fund Note and the Housing Trust Fund Deed of Trust, whether or not suit is filed. If a party is required to initiate legal proceedings to enforce its rights under this Housing Trust Fund Note, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs in addition to any other recovery under this Housing Trust Fund Note.

14. **Joint and Several Obligations.** This Housing Trust Fund Note is the joint and several obligation of all persons that constitute Borrower, and shall be binding upon each of such persons and his or her successors and assigns.

15. **No Offset.** Borrower hereby waives any rights of offset it now has or may hereafter have against the Housing Trust Fund, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Housing Trust Fund Note.

16. **Waiver.** Borrower, and Borrower's heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of non-payment of this Housing Trust Fund Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand

on this Housing Trust Fund Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys' fees.

17. **Subordination.** The indebtedness evidenced in this Housing Trust Fund Note, and any other financial obligation which may hereafter be imposed on Borrower by the Housing Trust Fund, is as of the date of this Housing Trust Fund Note subordinate to the indebtedness evidenced by a note (the "First Lender Note") payable to a third party lender ("First Lender"), which note is secured with a deed of trust on the Home (the "First Lender Deed of Trust") which shall have a first priority lien on the Home. Any further subordination of this Housing Trust Fund Note to current or future financing secured by a deed of trust on the Home shall be at the discretion of the Housing Trust Fund on a case-by-case basis and requires the approval of the State HCD CalHome Program.

18. **Termination of Legal Restrictions on Conveyance.** Notwithstanding any other provision in the Housing Trust Fund Deed of Trust or the Housing Trust Fund Note, any legal restrictions on conveyance, as that term is defined in 24 CFR Part 203.41 (a)(3), of the Home shall automatically and permanently terminate if the title to the Home is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the U.S. Department of Housing and Urban Development.

19. **Notices.** All notices required in this Housing Trust Fund Note shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt as follows:

To the Borrower:

at the Home

To the Housing Trust Fund of Santa Barbara County:

Housing Trust Fund of Santa Barbara County  
P. O. Box 60909  
Santa Barbara, CA 93160-0909  
Attn: Workforce Homebuyer Down Payment Program

To the First Lender:

As set forth in the First Lender Deed of Trust

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section, or in the case of the First Lender, as set forth in the First Lender Deed of Trust.

20. **Controlling Law.** This Housing Trust Fund Note shall be construed in accordance with and be governed by the laws of the State of California. The venue for any legal action pertaining to this Housing Trust Fund Note shall be Santa Barbara County, California.

21. **Assignment by Lender.** The Housing Trust Fund may assign its right to receive the proceeds under this Housing Trust Fund Note to any person and upon notice to the Borrower by the Housing Trust Fund all payments shall be made to the assignee. The Housing Trust Fund may not transfer or assign the Housing Trust Fund Note to a profit-making entity without first obtaining approval of the First Lender, and complying with all requirements of applicable California law. The Housing Trust Fund may transfer or assign this Housing Trust Fund Note to a government agency or non-profit entity without obtaining approval of the First Lender.

22. **Severability.** Should any provision of this Housing Trust Fund Note be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

23. **Entire Agreement.** This Housing Trust Fund Note (along with the Housing Trust Fund Deed of Trust) sets forth the entire understanding and agreement of the Housing Trust Fund and the Borrower and any amendment, alteration or interpretation of this Housing Trust Fund Note must be in writing signed by both the Housing Trust Fund and the Borrower.

BORROWERS:

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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Housing Trust Fund of Santa Barbara County  
P. O. Box 60909  
Santa Barbara, CA 93160-0909

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**SUBORDINATE DEED OF TRUST WITH ASSIGNMENT OF RENTS**

**Housing Trust Fund of Santa Barbara County  
Workforce Homebuyer Program**

THIS SUBORDINATED DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Housing Trust Fund Deed of Trust") made this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ ("Borrower"), as trustor, naming \_\_\_\_\_ Title Company ("Trustee"), as trustee, in favor of the Housing Trust Fund of Santa Barbara County, Inc., a nonprofit corporation (the "Housing Trust Fund") as beneficiary.

The Borrower irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, Borrower's entire right, title and interest in and to the property located in the City of \_\_\_\_\_, County of Santa Barbara, State of California, commonly known as: \_\_\_\_\_, California, and more fully described in the attached Exhibit "A" (the "Home" or "Security");

TOGETHER with all rents, issues and profits thereof, subject however, to the right, power and authority hereinafter given to and conferred upon Borrower to collect and apply such rents, issues and profits;

TO SECURE to the payment of indebtedness of Borrower to the Housing Trust Fund, which payment obligation is further evidenced by a promissory note in the principal amount of \$ \_\_\_\_\_ executed by the Borrower to the Housing Trust Fund of even date herewith (the "Housing Trust Fund Note") until paid or cancelled;

TO SECURE the performance of each obligation, covenant, and agreement of Borrower contained in this Housing Trust Fund Deed of Trust, the Housing Trust Fund Note, or any other document executed by Borrower in connection with the loan secured by the Housing Trust Fund Deed of Trust, and all amendments to these documents whether set forth in this Housing Trust Fund Deed of Trust or incorporated into this Housing Trust Deed of Trust by reference; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Housing Trust Fund Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, THE BORROWER AGREES AS FOLLOWS:

1. Purpose. The purpose of this Housing Trust Fund Deed of Trust is to secure the payment of all amounts due under the Housing Trust Fund Note by the Borrower to the Housing Trust Fund and to secure all other obligations included in the Housing Trust Fund Note. The Housing Trust Fund Note evidences the Borrower's obligation to pay the Housing Trust Fund the Principal Amount set forth in the Housing Trust Fund Note provided to Borrower pursuant to the Housing Trust Fund's Workforce Homebuyer Program, which provides second mortgage assistance to low and moderate-income first-time homebuyers. Low and moderate-income households are defined in Sections 5. of this Housing Trust Fund Deed of Trust. The Housing Trust Fund Note further evidences Borrower's obligation to pay accrued interest, and costs of collection and enforcement specified in the Housing Trust Fund Note. Those capitalized terms not defined in this Housing Trust Fund Deed of Trust shall have the same meaning given them in the Housing Trust Fund Note.

2. Borrower's Estate. Borrower has all right, title and interest in and to the Security, and has the right to grant and convey the Security as set forth in this Housing Trust Fund Deed of Trust. Other than this Housing Trust Fund Deed of Trust, Borrower is encumbering the Security with only one other deed of trust (the "First Lender Deed of Trust") which shall have a first priority lien on the Home and is for the purpose of securing the obligations set forth in a promissory note (the "First Lender Note") payable to a third party lender (the "First Lender").

Borrower shall appear in and defend, at Borrower's expense, any action or proceeding purporting to affect the Security or the rights or powers of the Housing Trust Fund or Trustee hereunder; and to pay all costs and expenses incurred by the Housing Trust Fund or Trustee, including attorneys' fees, in any such action or proceeding in which the Housing Trust Fund or Trustee may appear and in any suit brought by the Housing Trust Fund to foreclose this Housing Trust Fund Deed of Trust or to exercise the power of sale hereunder.

3. Payment of Debt Secured by the Note. Borrower will promptly pay to the Housing Trust Fund, when and if due pursuant to the Housing Trust Fund Note, all sums as required by the Housing Trust Fund Note, including but not limited to the Principal Amount (as defined the Housing Trust Fund Note), interest and certain other costs as set forth in the Housing Trust Fund Note.

4. Principal Place of Residence; Use Restriction. Borrower shall occupy the Property as Borrower's Principal Place of Residence for the duration of the Housing Trust Fund loan. The Borrower shall not lease or rent the Property to another party unless approved by the Housing Trust Fund, such rental is for a maximum one year period and is required solely for the following purposes: extended hospitalization or convalescent care of Borrower, temporary employment relocation, sabbatical, extended travels, other hardship circumstance, or other good cause as determined by the Housing Trust Fund. Borrower may rent out a room within the Home without Housing Trust Fund approval so long as all Borrowers of record continue to reside in the Home as their Principal Place of Residence. Any rental or lease in violation of these use restrictions is prohibited, and shall be an Event of Default under the Housing Trust Fund Deed of Trust. As

used herein, "Principal Place of Residence" means the place where a person or persons reside on a full-time basis for a minimum of ten (10) months out of each calendar year, unless otherwise reviewed and accepted by the Housing Trust Fund.

5. Certain Definitions.

(a) The following terms defined as follows:

(i) "Area Median Income" or "AMI" means annual median income, adjusted for a household size, in Santa Barbara County as published by the U.S. Department of Housing and Urban Development (HUD) and as adjusted by the State Department of Housing and Community Development (State HCD) to determine annual maximum State Income Limits or, in the event such income determination is no longer published by HUD or State HCD, or has not been updated for a period of at least eighteen (18) months, the Housing Trust Fund may use or develop such other reasonable method as it may choose in order to determine the annual median income in Santa Barbara County.

(ii) "Borrower" is defined on the first page of this Housing Trust Fund Deed of Trust.

(iii) "Encumber" shall mean the execution or recordation of any mortgage, deed of trust, or other instrument intended to secure an obligation or indebtedness, whether purchase money debt or refinanced debt.

(iv) "Event of Default" means the occurrence of any of the events set forth in Section 21 of this Housing Trust Fund Deed of Trust.

(v) "First Lender" means a third party lender who provided a mortgage loan to the Borrower for acquisition of the Home that has a first lien position on the Home. As used in this Housing Trust Fund Deed of Trust, "First Lender" includes all successors and assigns of the First Lender.

(vi) "First Lender Deed of Trust" is the first priority deed of trust recorded in the official records of the County of Santa Barbara, State of California.

(vii) "First Lender Loan" is a loan from the First Lender in an amount set forth in a promissory note given to such First Lender.

(viii) "First-time Homebuyer" means a Borrower who (i) qualifies as a Low Income Household or a Moderate Income Household, (ii) has not owned a home as a Principal Place of Residence within the last three (3) calendar years, except that certain individuals as defined in Title 25 Section 7151 of the California Code of Regulations may not be excluded from consideration as a First-Time Homebuyer and, (iii) agrees to occupy the Home as the Borrower's Principal Place of Residence.

(ix) "Home" is defined on the first page of this Housing Trust Fund Deed of Trust.

(x) "Housing Trust Fund" shall mean the Housing Trust Fund of Santa Barbara County, Inc. and any subsequent successors, designees, or assigns.

(xi) "Housing Trust Fund Deed of Trust" is defined in the initial paragraph of this Housing Trust Fund Deed of Trust.

(xii) "Housing Trust Fund Note" is defined in the third paragraph of this Housing Trust Fund Deed of Trust.

(xiii) "Institutional Lender" means any bank or savings and loan association that is licensed to engage in the business of providing mortgage financing (purchase money or refinance) for residential real property.

(xiv) "Low Income Household" means a household whose combined annual gross income for all members of the household does not exceed eighty percent (80%) of the Area Median Income (AMI) in Santa Barbara County, adjusted for household size, as such income limit is published annually by the State Department of Housing and Community Development (State HCD).

(xv) "Maturity Date" is defined in Section 6.

(xvi) "Moderate Income Household" means a household whose combined annual gross income for all members of the household does not exceed one hundred twenty percent (120%) of the Area Median Income (AMI) in Santa Barbara County, adjusted for household size, as such income limit is published annually by the State Department of Housing and Community Development (State HCD).

(xvii) "Notice of Intent to Transfer" is defined in Section 19.

(xviii) "Original First Lender Loan Amount" is the amount set forth in the First Lender Note payable to the First Lender when the Borrower initially purchased the Home.

(xix) "Principal Amount" is the principal sum of the loan to the Borrower, as defined in the Housing Trust Fund Note.

(xx) "Principle Place of Residence" is defined in Section 4.

(xxi) "Refinance" means paying off the First Lender Note secured by the First Lender Deed of Trust with funds secured from a new loan.

(xxii) "Resident" means a person who provides written verification of current residency or employment within the County of Santa Barbara, State of California.

(xxiii) "Term" means the term of the Housing Trust Fund Note.

(xxiv) "Transfer" is defined in Section 17.

6. Maturity Date; Earlier Prepayment Requirements. The Maturity Date and earlier prepayment requirements shall be as set forth in the Housing Trust Fund Note.

7. Borrower Certifications and Occupancy Requirement.

(a) The Borrower acknowledges and certifies each of the following:

(i) All financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above.

(ii) Borrower is a First-time Homebuyer, according to the Housing Trust Fund guidelines, as defined by Section 7151 of Title 25 of the California Code of Regulation.

(iii) Borrower is a resident of, or employed within, Santa Barbara County.

(iv) Borrower is a U.S. Citizen, Naturalized Citizen or a permanent resident alien.

(v) Borrower qualifies as a Low Income Household or a Moderate Income Household and the financial and other information Borrower has provided to the Housing Trust Fund, the First Lender or their respective agents in order to determine Borrower's annual gross household income and Borrower's eligibility to obtain this loan was true, correct, and complete as of the date of Borrower's application for this loan and remains true and correct and complete as of date first written above.

(vi) Borrower shall occupy the Home as the Borrower's Principal Place of Residence commencing within sixty (60) days of the date first written above. This Borrower-occupancy requirement shall not apply during the time the Home is actively offered for sale by Borrower.

(vii) Borrower promises that in the event Borrower intends to Transfer or Refinance the Home, and prior to any Transfer or Refinance of the Home, Borrower shall promptly send prior written notice to the Housing Trust Fund, as set forth herein.

(viii) At the Housing Trust Fund's option, the Borrower will provide an annual written certification, under penalty of perjury, that Borrower is occupying the Home as his or her Principal Place of Residence.

(ix) Borrower promises to comply with all reasonable requests from the Housing Trust Fund to provide documentary proof that Borrower is using the Home as Borrower's Principal Place of Residence and that no Transfer or Refinance of the Home has occurred. Borrower's failure to comply with the Housing Trust Fund's reasonable request for documentary proof shall constitute a presumption that Borrower is not using the Home as Borrower's Principal Place of Residence or that a Transfer or Refinance of the Home has occurred and shall constitute an Event of Default as set forth in Section 21 of this Housing Trust Fund Deed of Trust.

(b) Breach of these Warranties. Borrower understands and agrees that if any of the warranties set forth in this Section are untrue in any material respect or Borrower breaks any of the above promises, the Housing Trust Fund at its sole discretion may declare Borrower in default of this Housing Trust Fund Deed of Trust and shall be entitled to enforce all remedies as set forth in Section 22.



8. Purchase of Other Residential Real Estate. Borrower covenants that he and/or she has not and shall not execute any other agreement to purchase or purchase any other residential real property, in whole or in part, during their ownership of the Home. Upon the written approval of the Housing Trust Fund, this ownership provision may be modified, if Borrower demonstrates need or other good cause.

9. Application of Payments. Unless applicable law provides otherwise, all payments received by the Housing Trust Fund under the Housing Trust Fund Note and Section 15 shall be applied by the Housing Trust Fund first to interest payable on the Housing Trust Fund Note and then to the principal due on the Housing Trust Fund Note.

10. Annual Compliance Report. Borrower shall complete an annual compliance report provided by the Housing Trust Fund or designee no later than sixty (60) days from the end of the calendar year, or as reasonably requested by the Housing Trust Fund. Such report shall include the following: (a) a written certification, under penalty of perjury, that Borrower is occupying the Home as his or her Principal Place of Residence; (b) evidence of payment of property taxes and hazard insurance; and (c) other information reasonably required by the Housing Trust Fund or designee for purposes of implementing the Housing Trust Fund Note and Housing Trust Fund Deed of Trust.

11. First Lender Loan. Borrower will observe and perform all of the covenants and agreements of the First Lender Note, First Lender Deed of Trust and all related First Lender loan documents.

12. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Housing Trust Fund Deed of Trust, by Borrower making any payment, when due, directly to the payee thereof. Upon request by the Housing Trust Fund, Borrower shall promptly furnish to the Housing Trust Fund all notices of amounts due under this paragraph. Borrower shall promptly discharge any lien which has priority over this Housing Trust Fund Deed of Trust; provided, that Borrower shall not be required to discharge the lien of the First Lender Deed of Trust or any other lien described in this paragraph so long as Borrower will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the Housing Trust Fund, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

13. Hazard Insurance. Borrower shall keep the Security insured with a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the Housing Trust Fund). If the Security is located in a flood plain, Borrower shall also obtain flood insurance in such manner as required by the Housing Trust Fund. In no event shall the amount of insurance be less than the amount necessary to prevent Borrower from becoming a co-insurer under the terms of the policy.

The insurance carrier providing the above-mentioned insurance shall be licensed to do business in the State of California and be chosen by Borrower subject to approval by the Housing Trust Fund.

All insurance policies and renewals thereof shall be in a form acceptable to the Housing Trust Fund and shall include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note and the Housing Trust Fund as their interests may appear and in a form acceptable to the Housing Trust Fund. The Housing Trust Fund shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Borrower shall promptly furnish to the Housing Trust Fund, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt written notice to the insurance carrier and the Housing Trust Fund or its designated agent. The Housing Trust Fund, or its designated agent, may make proof of loss if not made promptly by Borrower. The Housing Trust Fund shall receive thirty (30) days' advance notice of cancellation of any insurance policies required under this Section.

Unless the Housing Trust Fund and Borrower otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, shall be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Housing Trust Fund Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Housing Trust Fund Deed of Trust would be impaired, the insurance proceeds shall be used to repay any amounts due under the Agreement, with the excess, if any, paid to Borrower. If the Security is abandoned by Borrower, or if Borrower fails to respond to the Housing Trust Fund, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Housing Trust Fund, or its designated agent, is authorized to collect and apply the insurance proceeds at the Housing Trust Fund's option either to restoration or repair of the Security or to pay amounts due under the Housing Trust Fund Note.

If the Security is acquired by the Housing Trust Fund, all right, title and interest of Borrower in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition by the Housing Trust Fund shall pass to the Housing Trust Fund to the extent of the sums secured by this Housing Trust Fund Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the First Lender.

14. Preservation and Maintenance of Security. Borrower shall keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section, and if the Borrower has not cured such condition within thirty (30) days after receiving written notice from the Housing Trust Fund of such a condition, then in addition to any other rights available to the Housing Trust Fund, the Housing Trust Fund shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

15. Protection of the Housing Trust Fund's Security. If Borrower fails to perform the covenants and agreements contained in this Housing Trust Fund Deed of Trust or if any action or proceeding is commenced which materially affects the Housing Trust Fund's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or

decedent, then the Housing Trust Fund, at the Housing Trust Fund's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as it determines necessary to protect the Housing Trust Fund's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs.

Any amounts disbursed by the Housing Trust Fund pursuant to this Section, with interest thereon, shall become an indebtedness of Borrower secured by this Housing Trust Fund Deed of Trust. Unless Borrower and Housing Trust Fund agree to other terms of payment, such amount shall be payable upon notice from the Housing Trust Fund to Borrower requesting payment thereof, and shall bear simple interest from the date of disbursement at the lesser of (i) five percent (5%) per year; or (ii) the highest rate permissible under applicable law. Nothing contained in this Section shall require the Housing Trust Fund to incur any expense or take any action hereunder.

16. Inspection. The Housing Trust Fund may make or cause to be made reasonable entries upon and inspections of the Security; provided that the Housing Trust Fund shall give Borrower reasonable notice of inspection.

17. Restrictions on Transfer, Resale or Refinance of the Home. Any Transfer of the Home will be subject to the provisions of this Housing Trust Fund Deed of Trust. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, an interest evidenced by a land contract by which possession of the Home is transferred and Borrower retains title, or a deed of trust, including the Refinance of the First Lender Loan, except a Refinance of the First Lender Loan that meets the requirements outlined in section 17(a) below. Any Transfer without satisfaction of the provisions of this Housing Trust Fund Deed of Trust is prohibited.

(a) Refinance. The Housing Trust Fund shall permit a prepayment and refinance of the First Lender Loan and shall agree to subordinate the Housing Trust Fund Deed of Trust to the refinanced First Lender Loan only if the following conditions are met:

(i) Refinancing may only be provided by licensed Institutional Lenders;

(ii) The refinanced First Lender Loan is a fully amortized fixed rate loan, has a term for least for the period of time remaining on the Housing Trust Fund Note, is fully documented and requires no balloon payments;

(iii) Following such refinance, the principal amount of all debt secured by the Home does not exceed the remaining balance of the Original First Lender Loan Amount and Housing Trust Fund Loan plus the loan costs incurred by the Borrower and payable to third parties through the close of escrow, and no cash is taken out or payable to Borrower through the refinancing; and,

(iv) The total housing cost to the Borrower after the refinance does not exceed the Borrower's ability to pay and does not create a cost burden on the Borrower beyond that which was approved when the Housing Trust Fund lien was placed.

(b) Purpose of Restrictions. The Housing Trust Fund and the Borrower agree that the requirements of this Section 17 are necessary to protect the security interest of the Housing Trust Fund as set forth in the Housing Trust Fund Deed of Trust, to ensure the continued affordability of the Home to Borrower and to minimize the risk of loss of the Home by Borrower through default and foreclosure. Borrower further acknowledges that violation of the provisions of this Section 17 shall constitute a Default under these requirements.

18. Permitted Transfers. Notwithstanding any other provision of the Housing Trust Fund Note or this Housing Trust Fund Deed of Trust, the following Transfers are exempt from immediate repayment of the Housing Trust Fund Note and shall not be deemed to be a default under the Housing Trust Fund Note or this Housing Trust Fund Deed of Trust:

(a) The Transfer of the Property to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;

(b) The Transfer of the Property to an existing spouse or domestic partner who is also an obligor under the Note;

(c) The Transfer of the Property by the Borrower to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Home;

(d) A Transfer of the Property between spouses or domestic partners as part of a marriage or domestic partnership dissolution proceeding;

(e) The Transfer of the Property to an existing spouse or domestic partner of Borrower by devise or inheritance following the death of Borrower;

(f) A Transfer by Borrower into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property; and,

(g) Refinance of the First Lender Loan in accordance with Section 17(a) of this Housing Trust Fund Deed of Trust.

Notwithstanding the exceptions to Transfer of the Home delineated in Section 18 (a) through (g), the Borrower shall nonetheless provide written notice of all such transfers to the Housing Trust Fund pursuant to Section 19 below and Borrower shall continue to occupy the Home as his or her Principal Place of Residence (except where the transfer occurs pursuant to subsection (d) or (e) above, in which event the transferee shall owner-occupy the Home and affirmatively assume Borrower's obligations under these Requirement, the Housing Trust Fund Note and the Housing Trust Fund Deed of Trust. Failure to provide written notice of such transfers to the Housing Trust Fund shall constitute a breach under this Housing Trust Fund Deed of Trust. For purposes of this Section 18, "Domestic Partners" shall mean two unmarried people, at least eighteen (18) years of age, who have lived together continuously for at least one (1) year and who are jointly responsible for basic living expenses incurred during their domestic partnership. Domestic Partners may not be persons related to each other by blood or adoption such that their marriage would be barred in the state of California. For purposes of this Section, an individual shall be

considered a Domestic Partner of Borrower upon presentation of an affidavit or other acceptable evidence by Borrower to the Housing Trust Fund.

19. Notice of Intended Transfer.

(a) Written Notice. In the event the Borrower intends to transfer or vacate the Home, the Borrower shall promptly give the Housing Trust Fund written notice of such intent at least thirty (30) days prior to the intended date of Transfer. The Borrower shall indicate in the written notice of one of the following options: (i) that the Borrower elects to transfer the Home to a third party buyer and to repay all sums due under the Housing Trust Fund Note; (ii) that the Borrower intends to refinance the First Lender Loan and pay all sums due under the Housing Trust Fund Note; (iii) that the Borrower intends to refinance the First Lender Loan pursuant to Section 17(a) above, in which case no sums shall be due under the Housing Trust Fund Note; or, that the Borrower intends to make a transfer that falls within the provisions of Section 18 (a) through (f), in which case no sums shall be due under the Housing Trust Fund Note. In notifying the Housing Trust Fund of the Transfer of the Home, the Borrower may choose to use the Form of Notice of Intent to Transfer provided in Exhibit B of this Housing Trust Fund Deed of Trust.

(b) Documents to Be Provided to the Housing Trust Fund. The written notice to Transfer shall include the information necessary for the Housing Trust Fund to determine the amount necessary to repay the Principal Amount and any unpaid interest, as applicable. The notice should minimally including the following information: the name of the title company escrow holder for the sale or refinance of the Home, the escrow number, and name, address, and phone number of the escrow officer. The Housing Trust Fund may require additional documentation, as outlined in Exhibit B Form of Notice of Intent to Transfer, depending on whether the transfer is due to the sale, refinancing or other transfer of the Home.

20. DUE ON TRANSFER OF THE HOME. IF BORROWER SHALL SELL, CONVEY, OR ALIENATE THE HOME, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, ANY INDEBTEDNESS OR OBLIGATION SECURED BY THIS HOUSING TRUST FUND DEED OF TRUST, IRRESPECTIVE OF THE MATURITY DATE SET FORTH IN THE HOUSING TRUST FUND NOTE, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

21. Events of Default and Remedies. Any one or more of the following events shall constitute a default by the Borrower under this Housing Trust Fund Deed of Trust:

(a) The Borrower has made a material misrepresentation to obtain the benefits of the Housing Trust Fund Workforce Homebuyer Program;

(b) The Borrower fails to owner-occupy the Home, as required in Section 4 above, and such failure continues following written notice by the Housing Trust Fund and sixty (60) days opportunity to cure following the date of such notice;

(c) The Borrower rents or leases the Home in violation of Section 4 above, and such failure continues following written notice by the Housing Trust Fund and sixty (60)

days opportunity to cure following the date of such notice;

(d) The Borrower makes a Transfer in violation of this Housing Trust Fund Deed of Trust;

(e) There is a notice of default under the First Lender Loan or any other financing secured by the Home, or the Housing Trust Fund receives any other notice of default pursuant to Civil Code 2924b related to the Home, or the Borrower is in default on any other financing secured by the Home;

(f) The Borrower fails to provide information to the Housing Trust Fund needed to determine Borrower's compliance with the Housing Trust Fund Note, as required in Section 10 above, or any and all other provisions of the Housing Trust Fund Deed of Trust, and such failure continues following written notice by the Housing Trust Fund and sixty (60) days opportunity to cure following the date of such notice;

(g) Judicial or nonjudicial foreclosure proceedings are commenced for the Home;

(h) The Borrower otherwise fails to comply with the requirements of the Housing Trust Fund Note, or the Housing Trust Fund Deed of Trust, following reasonable notice to cure (and not exceeding 30 days).

Upon a declaration of an Event of Default by the Housing Trust Fund, the Housing Trust Fund may exercise any remedies at law or in equity, including without limitation, the remedies set forth in the Housing Trust Fund Note and Housing Trust Fund Deed of Trust.

## 22. Accelerations; Remedies.

(a) Upon an Event of Default, as defined in the Housing Trust Fund Note, the Housing Trust Fund, prior to acceleration, will mail by certified mail, return receipt requested, notice to Borrower specifying; (1) the Event of Default; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Borrower as shown on the return receipt, by which such breach is to be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Housing Trust Fund Deed of Trust and sale of the Security. The notice will also inform Borrower of Borrower's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Borrower to acceleration and sale.

(b) Notwithstanding subsection (a) of this Section, in the event of a default by the Borrower under the First Lender Deed of Trust, no notice to Borrower shall be required prior to acceleration.

(c) If the breach is not cured on or before the date specified in the notice, the Housing Trust Fund, at the Housing Trust Fund's option, may: (i) declare all of the sums secured by this Housing Trust Fund Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; (ii) either in person or by agent, with or without bringing any action or

proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Home, or part thereof or interest therein, increase the income there from or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the Housing Trust Fund shall be entitled to exercise every right provided for in this Housing Trust Fund Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (iii) commence an action to foreclose this Housing Trust Fund Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (iv) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 et seq., as amended from time to time; or (v) exercise all other rights and remedies provided herein, in the instruments by which the Borrower acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

(d) The Housing Trust Fund shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

23. Borrower's Right to Reinstate. Notwithstanding the Housing Trust Fund's acceleration of the sums secured by this Housing Trust Fund Deed of Trust, Borrower will have the right to have any proceedings begun by the Housing Trust Fund to enforce this Housing Trust Fund Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Housing Trust Fund Deed of Trust or at any time prior to entry of a judgment enforcing this Housing Trust Fund Deed of Trust if: (a) Borrower pays Housing Trust Fund all sums which would be then due under this Housing Trust Fund Deed of Trust and Borrower cures all breaches of any other covenants or agreements of Borrower contained in the Agreement or this Housing Trust Fund Deed of Trust; (b) Borrower pays all reasonable expenses incurred by Housing Trust Fund and Trustee in enforcing the covenants and agreements of Borrower contained in the Agreement or this Housing Trust Fund Deed of Trust, and in enforcing the Housing Trust Fund's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (c) Borrower takes such action as Housing Trust Fund may reasonably require to assure that the lien of this Housing Trust Fund Deed of Trust, Housing Trust Fund's interest in the Security and Borrower's obligation to perform the obligations and pay the sums secured by this Housing Trust Fund Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Housing Trust Fund Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

24. Forbearance by the Housing Trust Fund Not a Waiver. Any forbearance by the Housing Trust Fund in exercising any right or remedy upon any default by Borrower shall not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Housing Trust Fund shall not be a waiver of the

Housing Trust Fund's right to require payment of any amounts secured by this Housing Trust Fund Deed of Trust. The Housing Trust Fund shall not waive its rights to enforce any provision of this Housing Trust Fund Deed of Trust unless it does so in writing, signed by an authorized agent of the Housing Trust Fund.

25. Remedies Cumulative. All remedies provided in this Housing Trust Fund Deed of Trust are distinct and cumulative to any other right or remedy under this Housing Trust Fund Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

26. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Security. Borrower shall not do, nor allow anyone else to do, anything affecting the Security that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Security of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Security.

"Hazardous Substances" shall mean those substances defined as toxic or hazardous substances or hazardous waste under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Environmental Law" shall mean all federal and state of California laws that relate to health, safety or environmental protection.

Borrower shall promptly give Housing Trust Fund written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory Housing Trust Fund or private party involving the Security and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Security is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

27. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the Borrower, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the Housing Trust Fund and its successors until the expiration of the Term, unless released by the Housing Trust Fund at the time the Housing Trust Fund Loan is repaid by the Borrower.

28. No Conflicting Agreements. The Borrower covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions of this Housing Trust Fund Deed of Trust, and that, in any event, the provisions of this Housing Trust Fund Deed of Trust are controlling as to the rights and obligations between and among the Borrower, the Housing Trust Fund and their respective successors.



29. Joint and Several Liability. All covenants and agreements of Borrower shall be joint and several.

30. Invalid Provisions. If any one or more of the provisions contained in these Restrictions shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in these Restrictions, and these Restrictions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

31. Notice. Except for any notice required under applicable law to be given in another manner, all notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt or personally delivered with a delivery receipt. (a) Any notice to Borrower provided for in this Housing Trust Fund Deed of Trust shall be addressed to Borrower at the address shown in the first paragraph of this Housing Trust Fund Deed of Trust or such other address as Borrower may designate by notice to the Housing Trust Fund as provided herein, and (b) any notice to the Housing Trust Fund shall be addressed to the Housing Trust Fund of Santa Barbara County, P. O Box 60909, Santa Barbara, CA 93160-0909, or to such other address as the Housing Trust Fund may designate by notice to Borrower as provided above. Notice shall be effective as of as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt. The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

32. Assignment. The Housing Trust Fund may assign its rights and delegate its duties hereunder without the consent of Borrower. Upon such assignment the Housing Trust Fund shall notify the Borrower.

33. Controlling Law. This Housing Trust Fund Deed of Trust shall be governed by the laws of the State of California. The venue for any legal action pertaining to this Housing Trust Fund Deed of Trust shall be Santa Barbara County, California.

34. Severability. In the event that any provision or clause of this Housing Trust Fund Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Housing Trust Fund Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of the Housing Trust Fund Deed of Trust and the Agreement are declared to be severable.

35. Attorney's Fees. If any party is required to initiate legal proceedings to enforce its rights under this Housing Trust Fund Deed of Trust, the prevailing party in such action shall be entitled to an award of attorneys' fees and costs in addition to any other recovery under this Housing Trust Fund Deed of Trust.

36. Actions on Behalf of the Housing Trust Fund. Except as otherwise provided herein, whenever any approval, notice, direction, consent, request or other action by the Housing Trust Fund is required or permitted under this Housing Trust Fund Deed of Trust, such action shall be in writing.

37. Captions. The captions and headings in this Housing Trust Fund Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

38. Nondiscrimination. While this loan is in place, the Borrower covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or Transfer of the Home.

39. Nonliability for Negligence, Loss, or Damage. Borrower acknowledges, understands and agrees that the relationship between Borrower and Housing Trust Fund is solely that of an owner and a lender, and that Housing Trust Fund neither undertakes nor assumes any responsibility for or duty to Borrower to select, review, inspect, supervise, pass judgment on, or inform Borrower of the quality, adequacy or suitability of the Home or any other matter. Housing Trust Fund owes no duty of care to protect Borrower against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Borrower agrees that neither Borrower, or Borrower's heirs, successors or assigns shall ever claim, have or assert any right or action against Housing Trust Fund for any loss, damage or other matter arising out of or resulting from any condition of the Home and will hold Housing Trust Fund harmless from any liability, loss or damage for these things.

40. Indemnity. Borrower agrees to defend, indemnify, and hold the Housing Trust Fund and its officers, employees, agents and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that Housing Trust Fund may incur as a direct or indirect consequence of:

(a) Borrower's Default, performance, or failure to perform any obligations as and when required by this Housing Trust Fund Deed of Trust; or

(b) The failure at any time of any of Borrower's representations or warranties to be true and correct.

41. Reconveyance. Upon payment of all sums secured by this Housing Trust Fund Deed of Trust in accordance with the terms of the Housing Trust Fund Note, then if the Borrower is not in violation of any provisions of the Housing Trust Fund Note or this Housing Trust Fund Deed of Trust, Housing Trust Fund shall request Trustee to reconvey the Security and shall surrender this Housing Trust Fund Deed of Trust to Trustee. Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

42. Substitute Trustee. The Housing Trust Fund, at the Housing Trust Fund's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

43. Superiority of First Lender Documents. Notwithstanding any other provision hereof, the provisions of this Housing Trust Fund Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Borrower. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, or if the mortgage Home is assigned to the Secretary of HUD, the Housing Trust Fund Deed of Trust shall be forever terminated and shall have no further effect as to the Home or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquires title to the Home pursuant to a deed or assignment in lieu of foreclosure, the Housing Trust Fund Deed of Trust shall automatically terminate upon such acquisition of title, only if (i) the Housing Trust Fund has been given written notice of default under such First Lender Deed of Trust with a sixty (60) day cure period and (ii) the Housing Trust Fund shall not have cured the default within such sixty (60) day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Mortgage Lender.

44. Termination of Legal Restrictions on Conveyance. Notwithstanding any other provision in the Housing Trust Fund Deed of Trust or the Housing Trust Fund Note, any legal restrictions on conveyance, as that term is defined in 24 CFR Part 203.41 (a)(3), of the Security shall automatically and permanently terminate if the title to the Security is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the U.S. Department of Housing and Urban Development.

45. Rights of Beneficiaries Under Deeds of Trust. Notwithstanding any other provision of this Housing Trust Fund Deed of Trust to the contrary, this Housing Trust Fund Deed of Trust shall not diminish or affect the rights of the California Housing Finance Agency ("CalHFA"), United States Department of Housing and Urban Development ("HUD"), the Federal National Mortgage Association ("FNMA"), or the Veterans Administration ("VA") under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Home in compliance with these requirements.

46. Request for Notice Under Civil Code Section 2924b. In accordance with Civil Code Section 2924b, Housing Trust Fund requests that copies of any notice of default and notice of sale relating to the Home be sent to Housing Trust Fund at the address set forth in Section 31 above.

47. BORROWER'S ACKNOWLEDGEMENT OF COVENANTS. Borrower hereby acknowledges and agrees that:

A. Borrower hereby subjects the Home to certain restrictions. The Borrower-occupancy requirements and other provisions contained in this Housing Trust Fund Deed of Trust restrict the full benefits of owning the Home. Borrower may not enjoy the same economic or other benefits from owning the Home that Borrower would enjoy if this Housing Trust Fund Deed of Trust did not exist.

B. Absent the provisions of this Housing Trust Fund Deed of Trust, the Housing Trust Fund Loan could not be made available to Workforce Homebuyers, including Borrower.

C. Borrower understands all of the provisions of this Housing Trust Fund Deed of Trust. In recognition of the acknowledgments and agreements stated in this Section 47, Borrower accepts and agrees to the provisions of this Housing Trust Fund Deed of Trust with the understanding that this Housing Trust Fund Deed of Trust will remain in full force and effect as to the Home throughout the Term of this Housing Trust Fund Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Housing Trust Fund Deed of Trust as of the date first written above.

\_\_\_\_\_  
(Borrower's Name), Borrower

\_\_\_\_\_  
(Borrower's Name), Borrower





**EXHIBIT A**  
**Legal Description**

**EXHIBIT B**

**FORM OF NOTICE OF INTENT TO TRANSFER**

To: Housing Trust Fund of Santa Barbara County (“Housing Trust Fund”)

From: \_\_\_\_\_ (name of “Borrower(s)”)

Address of Home: \_\_\_\_\_ (“Home”)

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

Please be notified pursuant to Section 19 of the Housing Trust Fund Deed of Trust agreed upon by the Borrower, that the Borrower intends to transfer or refinance the Home listed above.

A. The Borrower chooses one of the following:

I am selling the Home to a third party purchaser and will repay all amounts due on the Housing Trust Fund Note.

I am refinancing my Home and will repay all amounts due on the Housing Trust Fund Note.

I am refinancing my Home pursuant to Section 17(a) of the Housing Trust Fund Deed of Trust, which requires that: the refinancing is provided by a licensed Institutional Lender; the refinanced First Lender Loan is a fully amortized fixed rate loan, is fully documented and requires no balloon payments; following the refinance, the Principal Amount of all debt secured by the Home does not exceed the remaining balance of the Original First Lender Loan Amount and Housing Trust Fund Loan plus the loan costs incurred by the Borrower and payable to third parties through the close of escrow, and no cash is taken out or payable to Borrower through the refinancing; and, the total housing cost to the Borrower after the refinance does not exceed the Borrower's ability to pay and does not create a cost burden on the Borrower beyond that which was approved when the Housing Trust Fund lien was placed. In the case of a refinancing that meets these conditions, no sums shall be currently due under the Housing Trust Fund Note.

I am transferring the Home under one of the exceptions to Transfer delineated in Section 18 (a) through (f) of the Housing Trust Fund Deed of Trust in which case no sums shall be currently due under the Housing Trust Fund Note. The Transfer of the Home is being made (please check all boxes that apply to your situation):

to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;

to an existing spouse or domestic partner who is also an obligor under the Note;



to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Home;

as part of a marriage or domestic partnership dissolution proceeding;

to an existing spouse or domestic partner of Borrower by devise or inheritance following the death of Borrower; or,

into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property.

B. The following documents are attached pursuant to the Housing Trust Fund Deed of Trust:

1. For all sales and refinancing:

a. The name of the title company escrow holder for the sale or refinancing of the Home, the escrow number, and name, address, and phone number of the escrow officer.

b. Preliminary Settlement Statement;

2. For refinancing under Section 17(a) of the Housing Trust Fund Deed of Trust:

a. The name of the new First Lender for refinancing of the Home, and the name, address, and phone number of the loan officer.

b. Proof of current income, copies of tax reports and other documentation as necessary to verify that the new First Lender financing does not exceed the Borrower's ability to pay.

3. For Transfer made under Section 18 (a) through (f) of the Requirements:

a. A letter from the Borrower specifying the nature of the transfer;

b. A copy of all legal documents necessary to complete the transfer; and,

c. The name of the title company escrow holder and/or attorney handling the transfer of the Home, the escrow number (if any), and name, address, and phone number of the escrow officer and/or attorney.

This Notice of Intent to Transfer is certified by Borrower to be true and correct and is signed on \_\_\_\_\_ under penalty of perjury.

By: \_\_\_\_\_  
Borrower

By: \_\_\_\_\_  
Borrower