

**SUBRECIPIENT AGREEMENT BETWEEN**

**THE COUNTY OF SANTA BARBARA**

**AND**

**THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**

**THIS SUBRECIPIENT AGREEMENT** ("Agreement") is entered into by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), and THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA, a public body corporate and politic, hereinafter referred to as "SUBRECIPIENT".

**EFFECTIVE DATE** The term of this Agreement shall begin on July 1, 2016 and end on June 30, 2018.

**RECITALS:**

WHEREAS, as the lead entity for the Santa Barbara County HOME Consortium participating in the HOME Investment Partnerships ("HOME") program, the COUNTY receives HOME funds from the United States Department of Housing and Urban Development ("HUD") under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C., §§ 12701 et seq.), as amended and updated through December 22, 2004 and December 16, 2011, Catalogue of Federal Domestic Assistance Number 14.239; and

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

WHEREAS, Tenant Based Rental Assistance ("TBRA") is an eligible use of HOME funds pursuant to 24 CFR 92.209(a) and as a nonprofit organization, SUBRECIPIENT is an eligible HOME subrecipient pursuant to 24 CFR 92.2; and

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

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

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

**1. HOME FUNDS AMOUNT** In exchange for the satisfactory performance of this Agreement, the COUNTY hereby agrees to disburse to SUBRECIPIENT the amount of Four Hundred Ninety Three Thousand Four Hundred Twenty One (**\$493,421**) in HOME funds ("HOME Award") as provided for in Section 3 below. In the event sufficient HOME funds for this Agreement are not available to the COUNTY, this Agreement shall terminate and be of no further force and effect, and SUBRECIPIENT shall hold the COUNTY harmless.

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

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

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

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

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

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

**3.3 EXPENDITURE SUMMARY AND PAYMENT REQUEST FORM** SUBRECIPIENT shall submit to the COUNTY on a monthly basis requests for disbursement ("Reimbursement Requests") of HOME funds using a form provided by the COUNTY, a sample of which is attached hereto as Exhibit B ("Expenditure Summary and Payment Request"). The amount requested shall not be more than the amount expended by SUBRECIPIENT for Eligible Costs as set forth in Section 4.11 of Exhibit A.

**3.4 DISBURSEMENT DEADLINES** SUBRECIPIENT shall actively market the TBRA program, as necessary to ensure that funds are expended in accordance with Section 4 TERM of this Agreement and 24 CFR 92.500(d)(1)(C) to prevent recapture by HUD. In the event that SUBRECIPIENT is unable to demonstrate sufficient progress to ensure that all funds will be expended in accordance with Section 4 TERM, COUNTY reserves the right to terminate this agreement or reduce the award to an amount that can be reasonably expended during the term of this Agreement. Excess funds shall be recaptured by COUNTY and reallocated to other eligible uses. SUBRECIPIENT must submit the final Expenditure Summary and Payment Request (ESPR) forms—as outlined in Section 7.2 (November 17<sup>th</sup> through June 30<sup>th</sup>) by the 15<sup>th</sup> of the month following the end of the fiscal year, which is July 15, 2016.

**3.5 PROGRAM INCOME** No Program Income will be generated from the TBRA program. Funds provided by SUBRECIPIENT on behalf of TBRA Tenants will be provided in the form of grants. SUBRECIPIENT is not required to repay COUNTY for TBRA funds disbursed for eligible expenses and TBRA Tenants shall not be required to repay SUBRECIPIENT or COUNTY for funds received as TBRA. TBRA tenants may retain Security and/or Utility deposits that are returned to them by landlords and/or utility companies.

**4. TERM** The term of this Agreement shall begin on July 1, 2016 and end on June 30, 2018. SUBRECIPIENT shall have fifteen (15) days from the date of termination to submit a Payment Request for Eligible Costs that were incurred by SUBRECIPIENT during the term of this Agreement but not previously submitted to COUNTY for reimbursement. Any HOME funds remaining after fifteen (15) days following the termination date shall be retained by COUNTY and allocated to other HOME-eligible uses.

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

**6. REVERSION OF ASSETS** Upon expiration of this Agreement, SUBRECIPIENT shall transfer to COUNTY any HOME funds SUBRECIPIENT has on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds pursuant to 24 CFR 92.504(c)(2)(vii), except as provided for in Section 4.

**7. PROGRAM ADMINISTRATION AND COMPLIANCE MONITORING**

**7.1 Records** SUBRECIPIENT shall maintain all records as may be required to be kept pursuant to the terms of any law, regulation or ordinance to which SUBRECIPIENT may be subject in the performance of this Agreement, including, but not limited to, 24 CFR 92.508. Such records include, but are not limited to:

- Written selection policies and criteria;
- Supporting documentation for preferences for specific categories of individuals with disabilities;
- Records supporting the rent standard and minimum tenant contribution established in accordance with §92.209(h);
- Records for each TBRA Tenant including but not limited to at least two months of source documentation used or relied upon to determine TBRA Tenant income eligibility;
- All written agreements executed in the course of administering the HOME TBRA program ;
- All financial transactions related to the TBRA Program;

- Property inspection reports;
- Calculation of the HOME subsidy; and
- Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of §92.209(c), including
  - any targeting requirements;
  - the rent reasonableness requirements of §92.209(f);
  - the maximum subsidy provisions of §92.209(h).

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

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

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

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

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

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

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

**7.6 Uniform Administrative Requirements** SUBRECIPIENT shall comply with the applicable uniform administrative requirements as described in 24 CFR 92.505 of the HOME Regulations.

**8. EVENTS OF DEFAULT** This Agreement will be in default should any of the following events occur ("Event of Default"):

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

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

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

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

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

Section 8.3, SUBRECIPIENT shall notify COUNTY in writing of such occurrence, including a description of the Event of Default.

**9.2 Cure** SUBRECIPIENT shall be entitled to cure an Event of Default as described in Sections 8.1 and 8.2 above at any time within three (3) months from the date on which the notice described in Section 9.1 above is given to SUBRECIPIENT or to commence to cure such default and diligently pursue such cure if said cure cannot be completed in three (3) months; provided in order to cure an Event of Default, SUBRECIPIENT shall be required to reimburse COUNTY, within such three-month period, for all reasonable expenses incurred by COUNTY in exercising its rights in connection with any such Event of Default. If SUBRECIPIENT so cures any Event of Default, then this Agreement shall be reinstated and shall remain in full force and effect as if such Event of Default had not occurred.

## **10. REMEDIES**

**10.1 Remedies for Noncompliance** In case of an Event of Default that is not timely cured, COUNTY shall have available any or all of the following remedies:

**10.1.1** Terminate this Agreement.

**10.1.2** Demand reimbursement pursuant to Section 7.5 above.

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

**10.1.4** Take any other remedies that may be legally available.

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

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

**11.1.1 For Convenience** In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

**11.1.2 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 in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify

SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

**11.1.3 For Cause** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, and not cure the event of default within the period prescribed in section 9.2, 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 received by SUBRECIPIENT, unless the notice directs otherwise.

**11.2 Termination by Subrecipient** In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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 under 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

**11.4 Reimbursement to HUD** If HUD demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, 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.

**12. ASSIGNMENT PROHIBITION** SUBRECIPIENT shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of COUNTY, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 12 shall be null and void.

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

**14. INDEMNIFICATION AND INSURANCE** SUBRECIPIENT agrees to the indemnification and insurance provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

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

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

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

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

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

**15.5 Fair Housing** The requirements of the Fair Housing Act (42 U.S.C., §§ 3601 et seq.) and implementing regulations at 24 CFR Part 100 and Part 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1, and will affirmatively further fair housing and not discriminate upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin in the sale, lease, rental, use or occupancy of dwellings receiving assistance pursuant to this Agreement. The United States of America shall be deemed to be a beneficiary of this provision both for its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or equity or any other proper proceedings to enforce the curing of such breach;

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

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



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

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

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

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

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

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

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

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

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

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

**15.13 Conflict of Interest** Conflict of interest provisions referred to in 24 CFR 92.356, 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Section 530 of the Notice of Program Guidelines 56 F.R. 4458, which provide that no person who is an employee, agent, consultant, officer, or elected or appointed official of the entity and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. The SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any potential conflict of interest;

**15.14 Violation of Federal Law** SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321);

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

**15.16 SUBRECIPIENT Contracts** SUBRECIPIENT will cause the foregoing provisions of this Section 15 to be inserted in all contracts and subcontracts for any work covered by this Agreement so that such provisions will be binding upon such contractors and subcontractors, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**16. CERTIFICATIONS** SUBRECIPIENT certifies that:

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

**16.2 Ineligible SUBRECIPIENTS** In accordance with the Federal requirements set forth in 24 CFR Part 5, Subpart A, SUBRECIPIENT and its principals (a) are not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or involuntarily excluded from covered transactions (see 24 CFR Part 24; 2 CFR Part 2424) by any

Federal department or agency; (b) have not within a three-year period preceding the effective date of this Agreement been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding the effective date of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default. If SUBRECIPIENT is unable to certify to any other statements in this certification, SUBRECIPIENT shall attach an explanation to this Agreement.

**17. NOTICE** Whenever any notice is permitted or required by this Agreement, such notice shall be deemed to have been given and received when personally delivered, or three (3) days after it is mailed if mailed by United States mail, certified, return receipt requested, to the parties at the addresses listed below or such other addresses as the parties hereafter designate in writing:

To SUBRECIPIENT: Housing Authority of the County of Santa Barbara  
815 West Ocean Avenue  
Lompoc CA, 93436  
Attn: Executive Director

To COUNTY: County of Santa Barbara  
123 E. Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Attn: Community Services Director

**18. GENERAL PROVISIONS**

**18.1 Severability** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

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

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

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

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

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

**18.7 Corporate Authority** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provisions of any other agreement to which such party is bound.

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

**18.9 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.

If this Agreement is executed on behalf of COUNTY by the County Purchasing Agent (or designee) or the Director of the County Community Services Department (or designee) or both, the same duly authorized representative(s) shall execute any amendments to this Agreement in the same fashion subject to all other applicable requirements set forth herein. If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner, except the Director of the County Community Services Department or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

**18.9.1** Changes to the Budget set forth in the Scope of Services attached as Exhibit A. Such changes shall be limited to revisions to the amounts in each Budget line item—provided that the overall amount of the HOME funds in Section 1 of this Agreement is not increased—and revisions to change or make additions to “Expenditure Types” in the Budget—provided that all Expenditure Types are eligible pursuant to 24 CFR 92.209.

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

**18.9.3** Changes extending the length of the Term as described in Section 4 up to a maximum of one year. 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 3.4. Any change made to the length of the Term pursuant to this Section shall not alter or waive the County's rights under this agreement, including but not limited to the County's right to terminate this Agreement or reduce the award as set forth in Section 3.4.

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

[Signatures on Following Pages]

**COUNTY OF SANTA BARBARA**

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

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

Peter L. Adam, Chair  
BOARD OF SUPERVISORS

**ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD**

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

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

**APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL**

**APPROVED AS TO ACCOUNTING FORM:  
THEO FALLATI, CPA CPFO  
AUDITOR-CONTROLLER**

By: \_\_\_\_\_  
Scott Greenwood  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy Auditor-Controller

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

**THE HOUSING AUTHORITY OF THE  
COUNTY OF SANTA BARBARA  
A Political Subdivision of the State of California**

By: \_\_\_\_\_  
Risk Manager

By: \_\_\_\_\_  
Robert Havlicek  
Executive Director

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

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

**EXHIBITS**

Exhibit A: Scope of Services

Exhibit B: Expenditure Summary and Payment Request Form

Exhibit C: HOME Lease Addendum

Exhibit D: Standard Indemnification and Insurance Requirements

Exhibit E: County Affirmative Marketing Policy

Exhibit F: Federal Award Identification Information

**Exhibit A**  
**Scope of Services**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**  
**Tenant-Based Rental Assistance (TBRA) Program**

**INTRODUCTION**

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

**1. ACTIVITY DESCRIPTION AND PERFORMANCE GOALS**

SUBRECIPIENT will provide monthly rental assistance, and/or security deposit payments on behalf of tenants in order to assist low-income households to secure decent, safe and sanitary housing. SUBRECIPIENT may, at SUBRECIPIENT's discretion, also provide utility deposit assistance but only in conjunction with security deposit and/or rental assistance.

SUBRECIPIENT expects to serve approximately 56 households with security deposit assistance and monthly rent assistance during the term of this Agreement.

**2. LOCATION**

SUBRECIPIENT will administer the TBRA Program (Program) within and throughout the County of Santa Barbara, except the City of Santa Barbara.

**3. PROGRAM POLICIES AND PROCEDURES**

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

- An Affirmative Marketing and Tenant Selection Plan (see Section 3.3 of this Scope of Services);
- An application or intake process;
- Household eligibility;
- The process for determining income-eligibility in accordance with 24 CFR Part 5; including documents required by the TBRA applicant;
- The process for inspecting rental units for Housing Quality Standards (HQS) set forth in 24 CFR 982.401;
- A description of whether a waiting list will be maintained and how applicants will be selected from the waiting list;
- Provision of prompt written notification to any applicant not approved for TBRA assistance and the grounds for such denial;



- Landlord requirements, including but not limited to compliance with lead-based paint disclosure provisions set forth at 24 CFR 35 Subpart A and HOME-required lease provisions and prohibited lease terms as set forth at 24 CFR 92.253.

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

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

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

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

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

**4.2.1 Annual Re-certification of Household Income**— SUBRECIPIENT shall verify Annual Household Income every year using third party verification or at least 2 months’ worth of source documentation such as wage statements, interest statements, unemployment compensation benefits, and social security benefits. When collecting income verification documentation, SUBRECIPIENT shall consider any likely changes in income. A previous year’s tax return statement is a useful supporting document; however, it does not by itself establish anticipated income and shall not by itself constitute adequate source documentation. SUBRECIPIENT does not need to re-certify Household Income of tenants who received only security deposit (or only security and utility deposit) assistance, or less than a full year of ongoing monthly rental assistance. Tenants who move from the housing units for which they were qualified must be re-qualified for continued TBRA assistance.

**4.3 Affirmative Marketing and Tenant Selection**— SUBRECIPIENT’S Administrative Plan shall describe its target market and tenant selection criteria in accordance with COUNTY’S Affirmative Marketing Policy, Exhibit E, 24 CFR 92.209(c) and 92.351; and how the Program will

meet a need established in the COUNTY'S Consolidated Plan. However, the Program shall not be administered in a manner that limits the opportunities of persons on any basis prohibited by law, including, but not limited to, the Fair Housing Act and other laws listed under 24 CFR 5.105(a).

**4.4 Owner and Landlord Requirements**— A HOME lease addendum—a copy of which is provided in Exhibit C—may be incorporated into or attached to the Tenant lease as necessary to comply with 24 CFR 92.253. SUBRECIPIENT shall ensure property owners and landlords comply with the following:

**4.4.1** The lease provisions of 24 CFR 92.253(a) that require a written lease between the tenant and the owner of rental housing assisted with HOME funds for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period. In any case, the lease term must be at least one month.

**4.4.2** 24 CFR 92.253(b) Prohibited lease terms;

**4.4.3** 24 CFR 92.253(c) Termination of Tenancy;

**4.4.4** 24 CFR 92.253(d) Tenant selection; and

**4.4.5** Property standards and lead-based paint requirements provided in Section 3.7 of this Scope of Services.

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

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

Residential structures financed either with or without public funds are equally acceptable.

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

**4.6 Reasonable Rent**— SUBRECIPIENT shall assess whether the TBRA Unit's rent is reasonable, based on rents charged for comparable unassisted rental units. Only those units with rents determined to be reasonable shall be eligible. SUBRECIPIENT shall document its assessment of rent reasonableness and keep such documentation on file as part of

SUBRECIPIENT’S recordkeeping responsibilities as described in the Agreement and at 24 CFR 92.508. Under no circumstances shall rent exceed the Fair Market Rent as established by HUD.

**4.7 Property Standards and Lead-Based Paint**— All TBRA Units shall meet Section 8 Housing Quality Standards (HQS), [in accord with 24 CFR 982.401]. SUBRECIPIENT shall inspect each TBRA Unit prior to occupancy to confirm that the unit meets HQS [24 CFR 982.401(a)(3)], and re-inspect every 12 months until TBRA assistance is terminated [24 CFR 92.504(d)(1)(iii)]. The SUBRECIPIENT shall maintain adequate documentation of all inspections of TBRA Units. Upon request by the COUNTY, SUPRECIPIENT shall make TBRA Units available for COUNTY staff inspection. SUBRECIPIENT shall ensure that TBRA Tenants who occupy TBRA Units that were constructed prior to 1978 receive the lead-based paint disclosures of 24 CFR 35.88 that include disclosure by owner or landlord of the presence of any known lead-based paint and/or lead-based paint hazards in the TBRA Unit, including the location of the hazards and the basis for the determination. TBRA Tenants also must receive a copy of the pamphlet titled *Protect Your Family From Lead in Your Home*, available at the following link: <http://www.epa.gov/lead/leadprot.html>

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

**4.9 TBRA Contract and HOME Lease Addendum**— The TBRA Tenant and landlord must enter into a lease agreement, or lease agreement and HOME Lease Addendum, in compliance with the lease requirements set forth at 24 CFR 92.253. SUBRECIPIENT agrees not to pay any form of TBRA assistance to a tenant or participating landlord or utility company until the tenant and landlord have executed a lease in accordance with this section.

**4.10 Budget and Fees**— SUBRECIPIENT shall expend funds for the TBRA Program as set forth below in the Budget. Budget line items may be revised with the written approval of the County, provided however that the amount of the total budget does not increase.

**BUDGET**

<b>EXPENDITURE TYPE</b>	<b>GRANT BUDGET</b>
<i>Security Deposits</i>	\$52,250
<i>Utility Deposits</i>	\$0
<i>Rent Assistance</i>	\$424,500
<i>Income Certifications &amp; HQS Inspections</i>	\$16,671
<b>TOTAL</b>	<b>\$493,421</b>

SUBRECIPIENT shall not charge fees to TBRA Tenants or property owners or landlords for the costs of administering the TBRA Program. SUBRECIPIENT must ensure that fees charged to TBRA Tenants by property owners or landlords are in compliance with 24 CFR 92.214(b)(3).

**4.11 Eligible costs**— TBRA assistance may be provided directly to the TBRA Tenant or to landlords or utility companies on behalf of a TBRA Tenant. Monthly rent assistance may be

provided for a maximum period of twenty-four (24) months, unless a longer term is authorized by COUNTY on a case-by-case basis. Eligible costs include:

**4.11.1** One time Security Deposit payments on behalf of eligible tenants (TBRA Tenants) who will occupy an eligible rental unit (TBRA Unit). The Security Deposit payment shall not exceed an amount equal to two (2) times the amount of the TBRA Tenant's monthly rent, inclusive of all subsidies, for the TBRA Unit;

**4.11.2** Monthly Rental Assistance payments on behalf of TBRA Tenants who occupy TBRA Units, in accordance with 24 CFR 92.209(h), in an amount not to exceed the difference between a rent standard for the unit size established by COUNTY and 30 percent of the family's monthly adjusted income as calculated in accordance with 24 CFR Part 5. In any event, TBRA Tenants must contribute a minimum of fifty-dollars (\$50.00) per month from their own funds toward the total rent. The SUBRECIPIENT shall determine Tenant-paid utilities based on the current Utility Allowance Schedule used by the Public Housing Authority serving the area in which the TBRA Unit is located;

**4.11.3** One time Utility Deposit payments on behalf of TBRA Tenants when deposits are required by utility companies. Utility Deposits are eligible costs only if Utility Deposits are provided in conjunction with a Security Deposit and/or monthly rent assistance. Utility Deposits may not be provided for telephone, internet access, or cable television; and

**4.11.4** The costs incurred by SUBRECIPIENT to inspect TBRA Units in accordance with the Housing Quality Standards set forth at 24 CFR 92.209(i) and to determine income eligibility of TBRA Tenant(s).

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

**Agency Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Phone** \_\_\_\_\_

**DUNS #** \_\_\_\_\_

**Program** Tenant Based Rental Assistance

**Grant Year(s)** \_\_\_\_\_

**Report Period:** \_\_\_\_\_

**Request No.** \_\_\_\_\_

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

**Agreement Expiration date:** \_\_\_\_\_

I. GRANT BUDGET AND EXPENDITURES

EXPENDITURE TYPE	ACTIVITY	TOTAL Grant Budget	Total of Previous Drawdowns	Requested Drawdown This Period	Net Available Balance
<i>Security Deposits</i>	<i>Tenant Based Rental Assistance</i>		-		-
<i>Utility Deposits</i>	<i>Tenant Based Rental Assistance</i>				-
<i>Rent Assistance</i>	<i>Tenant Based Rental Assistance</i>				-
<i>Income Certifications</i>	<i>Tenant Based Rental Assistance</i>				-
<i>HQS Inspections</i>	<i>Tenant Based Rental Assistance</i>				-
	<b>TOTAL</b>	-	-	-	-

**Exhibit B**

II. ATTACH TENANT DATA SHEET FOR THIS REPORTING PERIOD.

**Certification:**

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

**Manager / Fiscal Officer**

Name \_\_\_\_\_ Title \_\_\_\_\_

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

**Administrator / Executive Director**

Name \_\_\_\_\_

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

**Exhibit C**

**HOME INVESTMENT AND PARTNERSHIPS PROGRAM (HOME)  
TENANT-BASED RENTAL ASSISTANCE (TBRA)  
LEASE ADDENDUM**

TBRA TENANT	LANDLORD	UNIT NUMBER AND ADDRESS
-------------	----------	-------------------------

This HOME TBRA Contract and Lease Addendum (“Addendum”) adds the following paragraphs to the Lease between the TBRA Tenant and the Landlord referred to above.

**A. Purpose of the Addendum** The Lease for the above-referenced TBRA Unit is being amended to include the provisions of this Addendum because the TBRA Tenant has been approved to receive Security Deposit assistance and/or monthly Rental Assistance under the HOME Program. The Tenant Based Rental Assistance Program is funded with a Federal HOME Investment Partnerships (HOME) program grant from the United States Department of Housing and Urban Development (“HUD”) [24 CFR Part 92].

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

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

**C. Term of the Lease** The term shall begin on \_\_\_\_\_ (mm/dd/yy) and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local tenant/landlord laws; or (2) the Lease is terminated by the TBRA Tenant in accordance with the Lease or by mutual agreement during the term of the Lease. The initial lease term shall be no less than twelve (12) and no more than twenty-four (24) months in duration unless a shorter term of at least thirty (30) days is requested by the TBRA tenant.

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

Initial:

\_\_\_\_\_  
TBRA Tenant(s)

\_\_\_\_\_  
Landlord

## Exhibit C

### D. Security Deposit

Section D applies to this tenant:  Yes  No

- (1) \$ \_\_\_\_\_ has been provided on behalf of the TBRA Tenant to the Landlord as a Security Deposit. The Landlord will hold this Security Deposit during the period the TBRA Tenant occupies the TBRA Unit under the Lease. The Landlord shall comply with state and local laws regarding treatment and use of Security Deposits.
- (2) After the TBRA Tenant has moved from the TBRA Unit, landlord must return the security deposit directly to the TBRA Tenant. The Landlord may, subject to state and local laws, use the Security Deposit, including any interest on the Security Deposit, as reimbursement for rent or any other amounts payable by the TBRA Tenant under the Lease. The Landlord will give the TBRA Tenant a written list of all items charged against the Security Deposit and the amount of each item.

### E. Monthly Rental Assistance

Section E applies to this tenant:  Yes  No

(1) \$ \_\_\_\_\_ will be provided on behalf of the TBRA Tenant in monthly Rent Assistance.

(2) Monthly Rental Assistance provided to Landlord on behalf of the Tenant is a grant. No portion of the Monthly Rental Assistance shall be repaid to the organization that provided the funds, the County of Santa Barbara or the U.S. Department of Housing and Urban Development

### F. Utilities and Appliances

The utilities, appliances and services listed in Column 1 in the chart below are provided by the Landlord and included in the rent. The utilities, appliances and services listed in Column 2 below are not included in the rent and are paid separately by the TBRA Tenant.

UTILITY/APPLIANCE/SERVICE	COLUMN 1 INCLUDED IN RENT	COLUMN 2 TBRA TENANT PAID
Garbage Collection		
Water/Sewer		
Heating Fuel (specify type)		
Electric		
Cooking Fuel (specify type)		

### Exhibit C

UTILITY/APPLIANCE/SERVICE	COLUMN 1 INCLUDED IN RENT	COLUMN 2 TBRA TENANT PAID
Other (specify)		
Refrigerator		
Stove/Range		

- G. Housing Quality Standards** Without exception, Landlord shall ensure that the TBRA Unit meets Section 8 Housing Quality Standards [24 CFR 982.401]. Landlord shall permit the organization that provided the funds and/or the County of Santa Barbara to inspect the TBRA Unit prior to occupancy and every year thereafter for TBRA Tenants that receive monthly rental assistance.
- H. Lead-Based Paint** For units built prior to 1978, Landlord shall permit the organization that provided the funds to ensure that all TBRA Units meet the provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C., §§ 4851 et seq.), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M and R, and 24 CFR 92.355 of the HOME Final Rule. Landlord shall permit the organization that provided the funds to inspect the TBRA Unit and make and document lead-based paint determinations accordingly.
- I. Termination of Tenancy** Owners may terminate tenancy or refuse to renew a lease only upon 30 days' written notice, and only for: serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; or for other good cause
- J. Prohibited Lease Provisions.** Any provision of the Lease which contains the same or similar language as the provisions below shall not be enforceable by the Landlord.
- (1) *Agreement to be sued.* Agreement by the TBRA Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
  - (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the TBRA Tenant's property, or may sell such property without notice to the TBRA Tenant and a court decision on the rights of the parties.
  - (3) *Excusing the Landlord from Responsibility.* Agreement by the TBRA Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.



## Exhibit C

- (4) *Waiver of Legal Notice.* Agreement by the TBRA Tenant that the Landlord may institute a lawsuit without notice to the TBRA Tenant.
- (5) *Waiver of Legal Proceedings.* Agreement by the TBRA Tenant that the Landlord may evict the TBRA Tenant or household members (i) without instituting a civil court proceeding in which the TBRA Tenant has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Agreement by the TBRA Tenant to waive the TBRA Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Agreement by the TBRA Tenant to waive the TBRA Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the TBRA Tenant to pay attorney's fees or other legal costs whenever the Landlord decides to sue, even if the TBRA Tenant wins in a court proceeding by the owner against the TBRA Tenant. However, in accord with 24 CFR 92.253(b), the TBRA Tenant may be obligated to pay costs if the TBRA Tenant loses.
- (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered as a term or condition of the lease.

### Exhibit C

**K. Nondiscrimination.** The Landlord shall not discriminate against the TBRA Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, source of income, sexual orientation or any other arbitrary factor, and shall abide by all applicable local, state, and federal nondiscrimination laws, including but not limited to the Fair Housing Act (federal) and the Fair Employment and Housing Act (State of California).

TBRA TENANT SIGNATURES	LANDLORD SIGNATURES
Printed Name of TBRA Tenant	LANDLORD NAME:
Signature of TBRA Tenant and Date	Printed Name of Landlord Representative
Printed Name of TBRA Tenant	Signature of Landlord Representative and Date
Signature of TBRA Tenant and Date	

## EXHIBIT D

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

#### INDEMNIFICATION

CONTRACTOR 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. CONTRACTOR'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

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR, his 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 CONTRACTOR 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 CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'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** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR 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 CONTRACTOR 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** – CONTRACTOR 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 CONTRACTOR's obligation to provide them. The CONTRACTOR 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** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR 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. CONTRACTOR 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 E



### County of Santa Barbara HOME Investment Partnerships Program Affirmative Marketing Policy

#### Policy Statement:

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

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

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

1. Informing the public, potential tenants, and owners about Federal fair housing laws and affirmative marketing policies. The County of Santa Barbara's Housing and Community Development Division (HCD) will inform the public, potential tenants, property owners and developers about this policy and fair housing laws through the use of the County web pages and the availability of fair housing flyers and informational materials on public display at the HCD office and at appropriate community resource events.
2. The County of Santa Barbara expects developers/owners to inform the general renter/potential homebuyer public about available existing, rehabilitated, or newly constructed units by carrying out their own affirmative marketing. Owners/developers are expected to provide for costs associated with these requirements in their development or operating budgets. Possible methods of providing the general public with information include, but are not limited to:
  - a. Advertisements/articles in local newspapers
  - b. Notifications sent to homeless shelters, local housing authorities, and other entities that issue housing vouchers, such as Section 8 and Veterans Affairs Supportive Housing (VASH) vouchers
  - c. Information available at community centers, city/county buildings
  - d. Information available through web pages

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

## Exhibit F

### Federal Award Identification Information

i. Subrecipient Name (which must match the registered name in DUNS)		Housing Authority of the County of Santa Barbara
ii. Subrecipient DUNS number		04-034-8872
iii. Federal Award Identification Number (FAIN)		95-6001634
iv. Federal Award Date		July 1, 2016
v. Period of Performance	Start Date	July 1, 2016
	End Date	June 30, 2018
vi. Amount of Federal Funds Obligated by this action		\$493,421
vii. Total Amount of Federal Funds Obligated to Subrecipient		\$493,421
viii. Total Amount of the Federal Award		\$493,421
ix. Federal award project description: Provide HOME funds for Tenant Based Rental Assistance for low-income residents of Santa Barbara County (excluding the City of Santa Barbara).		
x. Name of Federal awarding agency,		HUD
Pass through entity,		County of Santa Barbara
And contact information for awarding official		Lucy Graham, 805-568-3533 lucygraham@sbccsd.org
xi. CFDA	Number	14.239
	Name	HOME Investment Partnerships Fund
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		N/A