

SUBRECIPIENT AGREEMENT BETWEEN

THE COUNTY OF SANTA BARBARA

AND

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 HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA, a municipal corporation ("SUBRECIPIENT").

RECITALS:

WHEREAS, On March 11, 2021, the American Rescue Plan ("ARP") Act of 2021 (P.L. 117-2) ("ARPA") was signed into law, which, to address the need for homelessness assistance and supportive services, appropriated ARP funds to be administered through HOME Investment Partnership ("HOME") consortia participating in the HOME American Rescue Plan ("HOME-ARP") program to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations: (1) development and support of affordable housing, (2) tenant-based rental assistance ("TBRA"), (3) provision of supportive services, and (4) acquisition and development of non-congregate shelter units; and

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

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

WHEREAS, on January 22, 2022, the COUNTY approved the FY 2021-22 Action Plan, which included the use of HOME-ARP funds for TBRA to assist low-income persons with rental assistance and/or security deposit payments; and

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

WHEREAS, on January 10, 2023, the COUNTY Board of Supervisors approved an award of \$504,000 in HOME-ARP funds HOUSING AUTHORITY OF THE COUNTY, which will be used by the SUBRECIPIENT to administer a HOME-ARP TBRA program in Santa Barbara County ("Program"); and

WHEREAS, TBRA is an eligible use of HOME-ARP funds pursuant to CPD-22-13 for funds appropriated under Section 3205 of ARPA for the HOME Program to provide homelessness assistance and supportive services; and

WHEREAS, this Agreement is intended to fulfill the requirement set forth at 24 CFR 92.504 and 24 CFR 92.101(d) that a written agreement be executed between HOME subrecipients and HOME participating jurisdictions for the use of HOME-ARP funds.

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

1. HOME-ARP FUNDS AMOUNT. In exchange for the satisfactory performance of SUBRECIPIENT's obligations as set forth in this Agreement, the COUNTY hereby agrees to disburse to SUBRECIPIENT the amount of Five Hundred and Four Thousand Dollars (**\$504,000**) in HOME-ARP funds ("HOME-ARP Award") in the manner provided for in Section 3, below. In the event sufficient HOME-ARP 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. In operating the Program, SUBRECIPIENT covenants and agrees to perform the activities ("Services") described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Scope of Services"). SUBRECIPIENT's failure to comply therewith shall be an event of default under this Agreement.

The COUNTY shall not disburse HOME-ARP Award funds to SUBRECIPIENT until SUBRECIPIENT has executed and delivered to the COUNTY this Agreement, and submitted a COUNTY-approved Administration Plan as set forth in Section 3 of the Scope of Services, and provided proof of SUBRECIPIENT'S insurance coverage pursuant to Exhibit E ("Standard Indemnification and Insurance Provisions") attached hereto and incorporated herein by reference.

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

3. DISBURSEMENT OF HOME-ARP FUNDS. Subject to satisfaction of the conditions precedent provided above in Section 2, the COUNTY shall disburse HOME-ARP Award funds to SUBRECIPIENT on a reimbursement basis in accordance with this Agreement. In operating the Program, SUBRECIPIENT covenants and agrees to perform the Services described in the Scope of Services. SUBRECIPIENT's failure to comply therewith shall constitute an event of default under this Agreement.

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

3.2 ELIGIBLE TENANTS The Program requires that funds be used to primarily benefit individuals and families in the specified “qualifying populations” defined under Section 4.1 of Exhibit A.

3.3 ELIGIBLE COSTS SUBRECIPIENT shall request HOME-ARP funds only for reimbursement of SUBRECIPIENT’s expenditures during the Term which are eligible for reimbursement in accordance with 24 CFR 92.209 and the Scope of Services, (“Eligible Costs”).

3.4 EXPENDITURE SUMMARY AND PAYMENT REQUEST FORM SUBRECIPIENT shall submit to the COUNTY, on a monthly or quarterly basis, requests for disbursement (“Reimbursement Requests”) of HOME-ARP Award funds using the “Expenditure Summary and Payment Request” form designated by the COUNTY, a sample of which is attached hereto as Exhibit B and incorporated herein by reference (“ESPR Form”). The amount of each such Reimbursement Requested shall be equal to the amount of Eligible Costs expended by SUBRECIPIENT that have not been included in any preceding Reimbursement Request.

3.5 DISBURSEMENT DEADLINES SUBRECIPIENT shall actively market the Program as necessary to ensure that HOME-ARP Award funds are expended in accordance with Section 4, below, and 24 CFR 92.500(d)(1), and are not subject to recapture by HUD. In the event that SUBRECIPIENT is unable to ensure that all HOME-ARP Award funds will be expended in accordance with Section 4, below, COUNTY reserves the right to terminate this Agreement or reduce the HOME-ARP Award to an amount that can be reasonably expended during the Term. SUBRECIPIENT must submit ESPR Forms—as outlined in Section 7.2, below— no later than January 15, 2025 (i.e., the 15th day of the month following the expiration of the Term (for all work performed, and for expenses incurred, during the Term .

3.6 PROGRAM INCOME No program income shall be generated from the Program. TBRA funds provided by SUBRECIPIENT on behalf of Eligible Tenants shall be provided in the form of grants. There is no requirement for the SUBRECIPIENT to repay to the County HOME-ARP Award funds disbursed to SUBRECIPIENT for reimbursement of Eligible Costs, except as otherwise provided herein, or for Eligible Tenants to repay SUBRECIPIENT. TBRA Tenants may retain security and/or utility deposits that are returned to them by landlords and/or utility companies.

4. TERM. The term of this Agreement (“Term”) shall commence on January 1, 2023 (“Effective Date”) and shall terminate on December 31, 2024 (“Expiration Date”), subject to earlier termination in accordance with the provisions of this Agreement. SUBRECIPIENT shall have fifteen (15) days from the date of termination of the Term (“Termination Date”) to submit an ESPR for Eligible Costs that were incurred by SUBRECIPIENT during the Term but not previously submitted to COUNTY for reimbursement. Any HOME-ARP Award funds remaining after the date that is fifteen (15) days after the Termination Date shall be retained by COUNTY and allocated to other HOME-eligible uses. The Term may be only be extended by a written amendment to this Agreement duly executed by each of COUNTY and SUBRECIPIENT, except that COUNTY may, in COUNTY’S sole discretion, terminate this Agreement at any time and/or reduce the amount identified in Section 1, above , to meet the expenditure deadlines pursuant to 24 CFR 92.500 (d)(1)(iii) and reallocate the unexpended HOME-ARP Award funds to other eligible uses.

5. LIMITATIONS ON COUNTY OBLIGATION TO TBRA TENANT OR LANDLORD. The COUNTY'S obligation hereunder is limited exclusively to providing HOME-ARP Award funds to SUBRECIPIENT in accordance with the terms of this Agreement. The COUNTY has no obligation, either express or implied, to Eligible Tenants or the landlords of Eligible Tenants. Eligible Tenants and landlords are not and shall not be construed to constitute third-party beneficiaries under this Agreement. In the event HOME-ARP Award funds become unavailable to the COUNTY, all of 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 or termination of this Agreement, SUBRECIPIENT shall transfer to COUNTY any HOME-ARP Award funds SUBRECIPIENT has on hand at the time of such termination or expiration, together with any accounts receivable attributable to the use of HOME-ARP Award funds pursuant to 24 CFR 92.504(c)(2)(vii), except as provided for in Section 4, above.

7. PROGRAM ADMINISTRATION AND COMPLIANCE MONITORING.

7.1 Records. SUBRECIPIENT shall maintain all records as may be required to 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 Program;
- All financial transactions related to the Program;
- Property inspection reports
- Calculation of the HOME subsidy; and
- Records demonstrating that each TBRA project meets the written tenant selection policies and criteria of §92.209(c), including
 - any targeting requirements;
 - the rent reasonableness requirements of §92.209(f);
 - the maximum subsidy provisions of §92.209(h).

SUBRECIPIENT shall maintain its accounting records in accordance with generally accepted accounting principles and OMB Circulars, and 2 CFR Part 2400 Uniform Administrative

Requirements, cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT agrees to retain all records for a period of at least five (5) years following the later of: the date of SUBRECIPIENT's final payment of TBRA assistance pursuant to this Agreement, or the termination of this Agreement, or the close-out of any audit finding.

7.2 Reports SUBRECIPIENT shall prepare and deliver all data, reports and records that the COUNTY and HUD may require or request. In addition, SUBRECIPIENT shall submit all reports and data required in all the tabs of the ESPR form, including the Tenant Data Sheets that document beneficiary data that HUD requires the COUNTY to enter into the Integrated Disbursement & Information System (IDIS). SUBRECIPIENT's reimbursement requests shall not be paid unless such complete reports are submitted with each ESPR form.

7.2.1 SUBRECIPIENT shall also participate in the Homeless Management and Information System (HMIS) as required by the COUNTY.

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, 2 CFR 200 subpart F, and 2 CFR 200.331(a). If SUBRECIPIENT expends \$750,000 or more in federal funds (or other threshold amount as may be required by the Federal Office of Management and Budget) within its fiscal year, Subrecipient shall have a Single Audit in accordance with Federal regulations.

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 such audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

7.4 Review by COUNTY The County Housing and Community Development Division will administer the Agreement on behalf of the COUNTY. SUBRECIPIENT shall make available to the COUNTY all records, files, reports, data and documents maintained by SUBRECIPIENT pursuant to the terms of this Agreement ("SUBRECIPIENT Records"). SUBRECIPIENT agrees that COUNTY shall have the right to review, at any time during regular working hours, all SUBRECIPIENT Records, including, but not limited to, SUBRECIPIENT Records relating to SUBRECIPIENT performance, compliance with HOME-ARP regulations (e.g., as set forth in 24 CFR Part 92, as may be amended from time to time) ("HOME-ARP Regulations"), record keeping, and financial management. COUNTY may also inspect HOME-ARP Award funds-assisted TBRA Units (as defined in the Statement of Work) to ensure compliance under 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 or State 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 such 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 maximum legal rate of interest in effect at the time of the COUNTY'S request. This Section 7.5 shall survive the expiration or termination of this Agreement.

7.6 Uniform Administrative Requirements SUBRECIPIENT shall comply with the applicable uniform administrative requirements as described in 24 CFR § 92.504.

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

8.1 Failure to Comply If SUBRECIPIENT fails to comply with any of the HOME Regulations, the requirements of any applicable Annual Appropriations Acts, or any terms of any Notice of Funding Availability (NOFA), grant agreements, or 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 HOME-ARP Award 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 rights and obligations of the parties hereto in the Event of Default shall be as follows:

9.1 Notice of Default Upon the occurrence of an Event of Default described in Section 8.1 or 8.2, above, COUNTY shall notify SUBRECIPIENT in writing of such Event of Default, including a description of the Event of Default, whether the Event of Default is subject to cure under Section 9.2, below, and, if COUNTY determines that the Event of Default may be remedied, the actions that SUBRECIPIENT must take in order to cure such Event of Default, the time period in which such cure must be completed by SUBRECIPIENT ("Cure Period"), and any additional conditions imposed by COUNTY as described in 2 CFR § 200.208 ("Notice of Default"). Upon the occurrence of an Event of Default described in Section 8.3, SUBRECIPIENT shall notify COUNTY in writing of such Event of Default, including a description of the Event of Default.

9.2 Cure In the event that a Notice of Default provides that an Event of Default may be remedied by SUBRECIPIENT as indicated therein, then, subject to COUNTY'S rights under Section

11, below, and subject to any additional conditions that COUNTY may impose as described in 2 CFR [§ 200.208](#), SUBRECIPIENT may cure such an Event of Default by taking the steps necessary to effect such cure as specified in the Notice of Default, provided that (i) SUBRECIPIENT diligently pursues such cure, as determined by COUNTY in COUNTY's sole discretion, and (ii) reimburses COUNTY, within such Cure Period, for all expenses incurred by COUNTY during such Cure Period in exercising COUNTY's rights in connection with such Event of Default. If, during such Cure Period, COUNTY determines that such Event of Default cannot be cured within such Cure Period, COUNTY may elect to extend such Cure Period, in COUNTY's sole discretion, subject to additional terms and conditions as COUNTY may impose with respect to such extended Cure Period. If SUBRECIPIENT timely cures such Event of Default in accordance with the Notice of Default and this Section 9.2, then this Agreement shall remain in full force and effect as if such Event of Default had not occurred, unless earlier terminated in accordance with Section 11, below.

10. REMEDIES.

10.1 Remedies for Noncompliance In the event of an Event of Default (i) under Section 8.3, above, (ii) that a Notice of Default indicates is not subject to cure, or (iii) that is subject to cure but is not timely cured by SUBRECIPIENT in accordance with the applicable Notice of Default and Section 9.2, above, COUNTY may exercise 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 any and all other remedies that may be legally available.

11. TERMINATION. Either COUNTY or SUBRECIPIENT may terminate this Agreement for any or no reason upon thirty (30) days' prior written notice to the other Party. Such termination may be for convenience. 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, above.

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 the event that this Agreement is terminated for convenience by COUNTY, COUNTY shall consult in good faith with SUBRECIPIENT regarding the effective date of such termination and, in the case of partial termination, the provisions 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 prior notice, and without the consent of SUBRECIPIENT. Upon termination of this Agreement in accordance with this Section 11.1.2, COUNTY shall have no obligation to make any payments to SUBRECIPIENT.

11.1.3 For Cause In the event that SUBRECIPIENT is in default under this Agreement, or materially breaches any provision of this Agreement, and such breach or Event of Default, if subject to cure, is not cured by SUBRECIPIENT in accordance with Section 9.2, above, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice to SUBRECIPIENT ("Termination Notice"). Upon receipt of such Termination Notice, SUBRECIPIENT shall immediately discontinue Services, to the extent indicated in the Termination Notice, and shall notify COUNTY in writing of the status of SUBRECIPIENT's performance of its obligations hereunder. The date of termination of this Agreement in accordance with this Section 11.1.3 shall be the date the Termination Notice is received by SUBRECIPIENT, unless the Termination Notice indicates otherwise.

11.2 Termination by Subrecipient In accordance with 2 CFR Part 200, 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 Agreement will not accomplish the purposes for which the HOME-ARP Award was made, COUNTY may terminate the HOME-ARP Award and this Agreement in its entirety.

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

11.4 Reimbursement to HUD If HUD demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's termination of this Agreement or failure to comply with the terms of HUD's award to COUNTY or any applicable laws or regulations, 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 otherwise applicable to the Program, SUBRECIPIENT, or the , or as may become applicable at any time, SUBRECIPIENT shall immediately, upon demand from COUNTY, fully and completely reimburse COUNTY in the aggregate amount of all such disallowed payments. The provisions of this Section 11.4 shall survive termination of this Agreement.

12. ASSIGNMENT PROHIBITION SUBRECIPIENT shall not assign, delegate, or otherwise transfer, directly or indirectly, by operation of law or otherwise, this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of COUNTY, which consent may be withheld. Any attempted or purported 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 permitted successors and assigns of the parties hereto that are not prohibited by Section 12, above.

14. INDEMNIFICATION SUBRECIPIENT agrees to indemnify, defend (with counsel approved by COUNTY, which approval will not be unreasonably withheld) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/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.

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

16. OTHER GOVERNMENT REQUIREMENTS SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances, guidelines, directives, notices, bulletins, circulars, policies, procedures and all applicable Program requirements, all as may be amended from time to time, including but not limited to the following:

16.1 HOME-ARP Regulations The HOME-ARP Regulations;

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

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

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

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

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

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

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

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

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

16.8.1 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;

16.8.2 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;

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

16.10 URA Applicability of Uniform Administrative Requirements

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

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

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

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

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

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

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

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

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

16.17 CLEAN AIR ACT SUBRECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17. CERTIFICATIONS SUBRECIPIENT certifies that:

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

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

18. NOTICE Whenever any notice is permitted or required by this Agreement, such notice shall be deemed to have been given and received when personally delivered, or three (3) days after it is mailed if mailed by United States 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: Robert P. Havlicek Jr., Executive Director
To County:	County of Santa Barbara 123 E. Anapamu Street, Second Floor Santa Barbara, CA 93101 Attn: Community Services Director

19. GENERAL PROVISIONS

19.1 Severability In 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.

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

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

19.4 Waiver of Performance Failure of a party 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 parties rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

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

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

19.7 Corporate Authority 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.

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

19.9 Changes or Amendments Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement duly executed by each of 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 such 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.

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

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

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

19.9.3 Changes extending the length of the Term as described in Section 4 up to a maximum of 5 years after the last day of the month in which HUD notifies COUNTY of HUD's execution of the HOME Investment Partnership Agreement for the HOME-ARP funds awarded in this contract [24 CFR 92.500(d)(1)(C)]. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the 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 rights to terminate this Agreement or reduce the amount of the HOME-ARP Award as provided in this Agreement.

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

[Signatures on Following Pages]

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

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

**COUNTY OF SANTA BARBARA,
COMMUNITY SERVICES DEPARTMENT:**

GEORGE CHAPJIAN, DIRECTOR

DocuSigned by:
By: Robert Geis
D25019E2AF094BE...
Deputy Auditor- Controller

DocuSigned by:
By: George Chapjian
89FB8FFEE9E4F2...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Lauren Wideman
8F464D822C84458...
Deputy COUNTY Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

DocuSigned by:
By: Gregory Milligan
DC240AC1E64247D...
Risk Manager

SUBRECIPIENT

THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA,
a Political Subdivision of the State of California

DocuSigned by:
Robert P. Havlicek Jr.
By: 6623E5FAC383407...
Robert P. Havlicek Jr.
Executive Director

EXHIBITS

Exhibit A: Scope of Services

Exhibit B: Expenditure Summary and Payment Request Form

Exhibit C: HOME Lease Addendum

Exhibit D: Affirmative Marketing Policy

Exhibit E: Federal Award Identification Information

Exhibit F: Standard Indemnification and Insurance Provisions

Exhibit A
Scope of Services
HOUSING AUTHORITY OF THE COUNTY of Santa Barbara
HOME-ARP 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, California (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 [HOME-ARP Notice CPD-21-10](#) which establishes requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) (ARP) for the HOME Program to provide homelessness assistance and supportive services.

1. ACTIVITY DESCRIPTION AND PERFORMANCE GOALS

SUBRECIPIENT shall provide 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 monthly rental assistance, and may provide utility deposits to utility companies when utility deposit payments are made in conjunction with security deposit and/or rental assistance.

SUBRECIPIENT expects to serve approximately sixteen (16) households with rental and security deposit assistance with HOME-ARP Award TBRA funds during the Term.

2. LOCATION

The HOUSING AUTHORITY OF THE COUNTY of Santa Barbara shall utilize HOME-ARP Award TBRA funds for residents in the County of Santa Barbara.

3. PROGRAM POLICIES AND PROCEDURES

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

- An Affirmative Marketing and Tenant Selection Plan (see Section 4.3 of this Scope of Services);
- An application or intake process, including but not limited to use of a homelessness continuum of care coordinated entry system (CES);
- Verification or determination of household eligibility;
- Where necessary, a process for determining income-eligibility in accordance with 24 CFR Part 5; including documents required by the HOME-ARP TBRA applicant;
- The process for inspecting rental units for housing quality standards set forth in 24 CFR 982.401;
- A description of whether a waiting list will be maintained and how applicants will be selected from the waiting list;
- Provision of prompt written notification to any rejected applicant of the grounds for any rejection;

- Landlord requirements, including but not limited to compliance with lead-based paint disclosure provisions set forth at 24 CFR 35 Subpart A and HOME-required lease provisions and prohibited lease terms;
- Implementation Plan for compliance with the Violence Against Women Act (VAWA) required by 24 CFR 92.359 and 24 CFR part 5 subpart L.

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

4. PROGRAM REQUIREMENTS

4.1 Eligible Tenants— The HOME-ARP TBRA Program requires that HOME-ARP Award funds be used to primarily benefit individuals and families in the following specified Qualifying Populations (QPs). Any individual or family who meets the criteria for these four (4) QPs is eligible to receive assistance or services funded through HOME-ARP TBRA without meeting additional criteria (e.g., additional income criteria):

4.1.1 Qualifying Population Homeless, as defined in [24 CFR 91.5 Homeless](#) (1), (2), or (3);

4.1.2 Qualifying Population At risk of Homelessness, as defined in [24 CFR 91.5 At risk of homelessness](#)

4.1.3 Qualifying Population Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD, [Notice CPD-21-10](#)

4.1.4 Qualifying Population Other Populations, where providing supportive services or assistance under section 212(a) of NAHA ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(a.) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in [24 CFR 91.5](#), are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(b.) At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below:

(i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);

(ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following

conditions from paragraph (iii) of the “At risk of homelessness” definition established at [24 CFR 91.5](#):

- (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- (B) Is living in the home of another because of economic hardship;
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

All income calculations to meet income criteria of a QP or required for income determinations in HOME-ARP eligible activities must use the annual income definition in [24 CFR 5.609](#) in accordance with the requirements of [24 CFR 92.203\(a\)\(1\)](#).

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the QPs described above are eligible to receive HOME-ARP assistance.

Consistent with the County’s 2020-25 Consolidated Plan, there will be a veteran preference for HOME-ARP TBRA Eligible Tenants.

4.2 Eligibility Certification— Upon intake, SUBRECIPIENT shall verify eligibility of selected tenant(s) by utilizing the continuum of care coordinated entry system (CES). Any individual or family who meets the criteria for the four (4) QPs (see Section 4.1 of this Scope of Services) is eligible to receive assistance or services funded through HOME-ARP TBRA without meeting additional criteria (e.g., additional income criteria). Certification of eligibility may be made by the CES Coordinating Agency, its delegates or partners; or the SUBRECIPIENT.

4.3 Affirmative Marketing and Tenant Selection— SUBRECIPIENT shall use the continuum of care coordinated entry system (CES) for selection of tenants who meet criteria for one or more of the qualifying populations described under 4.1 herein. SUBRECIPIENT’s Administration Plan may describe its own target market and tenant selection criteria in accordance with the COUNTY-approved Affirmative

Marketing Policy, Exhibit E, 24 CFR 92.209(c) and 92.351; and how the Program will meet a need established in the COUNTY'S Consolidated Plan. However, the HOME-ARP TBRA 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); or that fails to ensure certified eligible tenants per 4.1 herein.

4.4 Supportive Services— In conjunction with HOME-ARP TBRA assistance, a simultaneous award of services to Tenant households may be made in accordance with Section VI.D of the HOME-ARP Notice CPD-22-13, as well as provide particular types of other nonmandatory services that may be most appropriate for persons with a special need or a particular disability. Supportive Services will be funded separately and administered by the continuum of care CES Coordinating Agency, its delegates, or partners in accordance with its separate applicable Agreements.

4.5 Owner and Landlord Requirements— A HOME-ARP lease addendum—a copy of which is provided as Exhibit C—may be incorporated into or attached to the Tenant lease, if necessary. Regardless, SUBRECIPIENT shall ensure property owners and landlords comply with:

4.5.1 The lease provisions of 24 CFR 92.253(a), which 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 of at least a month is specified.

4.5.2 24 CFR 92.253(b), which lists prohibited lease terms;

4.5.3 24 CFR 92.253(c), which describes the conditions under which an owner can terminate a lease and requires a 30 day notice of eviction at a minimum;

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

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

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

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

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

4.6.1 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.

4.7 Reasonable Rent— SUBRECIPIENT shall assess whether the TBRA Unit’s rent is reasonable, based on rents charged for comparable unassisted rental units as determined by the County’s public housing authority for the Section 8 Housing Choice Voucher Program, or by a survey conducted by the SUBRECIPIENT of comparable units in the TBRA Unit’s market area. Only those units with rents determined to be reasonable shall be eligible for TBRA program assistance. 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 in 24 CFR 92.508. Under no circumstances shall TBRA Unit rent exceed the Fair Market Rent as established by HUD.

4.8 Property Standards and Lead-Based Paint— All TBRA Units shall meet Section 8 Housing Quality Standards, [in accord with 24 CFR 982.401]. SUBRECIPIENT shall inspect each TBRA Unit prior to occupancy to confirm that the unit meets the above standards [24 CFR 982.401 (a)(3)], and re-inspect every 12 months when the tenant is receiving monthly TBRA assistance [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 required disclosures of 24 CFR 35.88 that include disclosure by owner or landlord of the presence of any known lead-based paint and/or lead-based paint hazards in the TBRA Unit, including the location of the hazards and the basis for the determination. TBRA Tenants also must receive a copy of the federal pamphlet titled *Protect Your Family From Lead in Your Home* which is available at the following link: <http://www.epa.gov/lead/leadprot.html>.

4.9 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)].

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

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

4.12 Eligible costs— TBRA assistance may be provided directly to the TBRA Tenant or to landlords or utility companies on behalf of a TBRA Tenant for a maximum period of twenty-four (24) months. Eligible costs include:

4.12.1 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;

4.12.2 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 the participating jurisdiction and 30 percent of the family's monthly adjusted income. In any event, TBRA Tenants must contribute a minimum of fifty-dollars (\$50.00) per month from their own funds toward the total rent. 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;

4.12.3 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 be used for utilities permitted under the Section 8 Utility Allowances. This includes electric, gas, water and trash, but does not include telephone, internet access, or cable television; and

4.12.4 The costs incurred by SUBRECIPIENT to inspect TBRA Units in accordance the Housing Quality Standards set forth at 24 CFR 92.209(i) and to determine income eligibility of TBRA Tenant(s) in accordance with 24 CFR Part 5.

- 5. BUDGET** – SUBRECIPIENT shall expend HOME-ARP Award funds for the HOME-ARP TBRA program in accordance with the budget set forth below (the “Budget”). Budget line items may only be revised with the prior written approval of the County; provided, however, that the total Budget amount shall not be increased.

EXPENDITURE TYPE	GRANT BUDGET
<i>Security Deposits, Utility Deposits, Rent Assistance</i>	504,000.00
<i>Staff costs for Income Certifications</i>	0.00
<i>Staff costs for HQS Inspections</i>	0.00
TOTAL	\$504,000.00

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

Agency Name	Housing Authority of the County of Santa Barbara - HASBARCO	Program	Tenant Based Rental Assistance
Address	815 West Ocean Avenue	Grant Year(s)	2022
Contact Person	Lompoc, CA 93436	Report Period:	tbd
Phone	805-736-3423	Request No.	1
DUNS #		Date Submitted	

I. GRANT BUDGET AND EXPENDITURES

EXPENDITURE TYPE	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Rental Assistance/Security Deposit	Tenant Based Rental Assistance/Security Deposit	504,000.00			504,000.00
Staff Costs	TBRA - Income Certifications & HQS Inspections				-
					504,000.00
					504,000.00
					504,000.00
					504,000.00
	TOTAL	504,000.00	-	-	504,000.00

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 **Finance Director** Date _____

Administrator / Executive Director

Name **Robert P. Havlicek Jr.** Signature _____ Date _____

Exhibit C

HOME American Rescue Plan Program (HOME-ARP) TENANT-BASED RENTAL ASSISTANCE (TBRA) LEASE ADDENDUM

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

This HOME-ARP 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-ARP Program for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) (ARP) to provide homelessness assistance and supportive services.

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 except that the Tenant must have at least 30 days written notice for eviction; 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

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

Exhibit C

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)		
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.

Exhibit C

- (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.
- (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



County of Santa Barbara HOME Investment Partnerships Program Affirmative Marketing Policy

Policy Statement:

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

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

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

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

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

4. The County of Santa Barbara will require that owners keep records on:
 - a. The racial/ethnic and gender characteristics of tenants and applicants during the initial post-construction lease-up period and for all rental vacancies thereafter for a period of 5 years.
 - b. The racial/ethnic and gender characteristics of homebuyers and applicants during the construction period and thereafter until all homebuyer units are sold.
 - c. Activities they undertake to inform the general public, including copies of advertisements placed, copies of flyers, and copies of letters to the local housing authorities.
 - d. Activities undertaken to inform special populations including advertisements placed in specialized media and copies of letters, notices, or flyers distributed.

5. HCD will assess the affirmative marketing efforts of property owners/developers.
 - a. To determine if good faith efforts have been made on the part of the owner/developer, HCD staff will examine affirmative marketing records that owners are required to maintain in accordance with this policy.
 - b. To determine results, HCD staff will assess property owners' marketing efforts in relation to whether or not persons from the specialized populations targeted have in fact applied for and/or become tenants/homeowners in the rehabilitated or newly constructed units.
 - c. If the representation of identified groups is not broad or the identified groups are not represented, staff will review the affirmative marketing procedures to determine what changes, if any, might be made to the affirmative marketing efforts.
 - d. HCD staff will seek the input of property owners/developers for their analysis and suggestions concerning the affirmative marketing campaign.

6. The County of Santa Barbara will take corrective action if it is identified that an owner/developer fails to carry out the required procedures or fails to maintain the records on tenants/homeowners and applicants in accordance with this policy.
 - a. Every effort will be made to collaboratively improve the effort of owners/developers, prior to taking corrective actions.
 - b. If an owner/developer continues to fail to meet the affirmative marketing requirements, HCD staff may, after fair warning and an opportunity to correct deficiencies, disqualify an owner/developer from further participation in future HOME-funded Programs.

Exhibit E

Federal Award Identification Information

i. Subrecipient Name (which must match the registered name in DUNS)		HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA
ii. Subrecipient DUNS number		04-034-8872
iii. Federal Award Identification Number (FAIN)		M18-DC060554
iv. Federal Award Date		04/08/2021
v. Period of Performance	Start Date	01/01/2023
	End Date	09/30/2024
vi. Amount of Federal Funds Obligated by this action		\$503,000
vii. Total Amount of Federal Funds Obligated to Subrecipient		\$503,000
viii. Total Amount of the Federal Award		\$4,647,509
ix. Federal award project description: Provide HOME-ARP 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		Matthew Rector, 805-568-3524 mrector@countyofsb.org
xi. CFDA	Number	14.239
	Name	HOME Investment Partnerships Program
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		N/A

EXHIBIT F

**Indemnification and Insurance Requirements
(For Professional Contracts)**

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, 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 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the SUBRECIPIENT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the SUBRECIPIENT maintains higher limits than the minimums shown above, 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 COUNTY.

EXHIBIT F

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 COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by 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 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 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 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 COUNTY. 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 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 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. 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

EXHIBIT F

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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.