

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".

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, on June 16, 2020, the COUNTY, approved a substantial amendment to the FY 2019-20 Action Plan that included the use of HOME funds for Tenant-Based Rental Assistance ("TBRA") to assist low income persons with rental assistance and/or security deposit payments; and

WHEREAS, the SUBRECIPIENT is receiving a federal subaward as identified in Exhibit 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, on April 10, 2020, the United States Department of Housing and Urban Development issued Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic effective through December 31, 2020; and

WHEREAS, on June 16, 2020 the COUNTY approved a One Hundred Fifty Two Thousand Six Hundred Twenty Two dollar (\$152,622) TBRA Agreement with the SUBRECIPIENT to administer a TBRA program to provide emergency and short-term assistance in response to COVID-19; which expired December 31, 2020; and

WHEREAS, at the time the 2020 TBRA Agreement term expired, Subrecipient had incurred eligible costs under the TBRA Agreement amounting to One Hundred Eighteen Thousand One Hundred Twenty dollars (\$118,120), leaving Thirty Four Thousand Five Hundred and Two dollars (\$34,502) remaining; and

WHEREAS, the United States Department of Housing and Urban Development issued Revision and Extension of April 10, 2020 Tenant-Based Rental Assistance Memorandum, extending all statutory suspensions and regulatory waivers through September 30, 2021, as detailed in Exhibit G; 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 Thirty Four Thousand Five Hundred and Two dollars (**\$34,502**) 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 provided proof of SUBRECIPIENT'S insurance coverage pursuant to Exhibit D ("Standard Indemnification and Insurance Provisions") attached hereto and incorporated herein.

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, unless waived or modified by the HOME Suspension and Waivers as detailed in Exhibit G and made apart hereof.

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 5 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)(iii) 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 for all work performed, and for expenses incurred, within the TERM set forth in Section 4 by the 15th of the month following the end of the TERM.

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 April 6, 2021 and end on September 30, 2021. 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. The TERM may be extended through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT, except that COUNTY may, at COUNTY’S discretion, terminate this Agreement or reduce the amount identified in Section 1 herein, to meet the expenditure deadlines pursuant to 24 CFR 92.500 (d)(1)(iii) and reallocate the unexpended funds to other eligible uses.

5. LIMITATIONS ON COUNTY OBLIGATION TO TBRA TENANT OR LANDLORD The COUNTY’S obligation 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 for each TBRA Tenant y;
- All written agreements executed in the course of administering the HOME TBRA program ;
- All financial transactions related to the TBRA Program;
- Property inspection reports, if applicable;
- 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).

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, 2 CFR part 200, 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, subject to the HOME Suspension and Waivers detailed in Exhibit G, 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, unless otherwise waived or modified by HUD during the TERM of this Agreement;

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.

15.17 VIOLENCE AGAINST WOMEN ACT SUBRECIPIENT shall cause owners, landlords or managers of rental units occupied by TBRA tenants to comply with 24 CFR 92.359 and 24 CFR part 5, subpart L.

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, 2nd 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.

Any amendments to this Agreement must be approved and executed by the Chair of the Board of Supervisors on behalf of COUNTY, 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

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

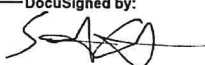
By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

By: _____
Deputy Clerk

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By: 
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George Chapjian, Director
Community Services Department


APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

DocuSigned by:
By: 
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Scott Greenwood
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA CPFO
AUDITOR-CONTROLLER

DocuSigned by:
By: 
E1998503A4304B7...
Auditor-Controller

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
By: 
D9DB8528E10F47F...
Ray Aromatorio

Print Name: Ray Aromatorio

COUNTY OF SANTA BARBARA

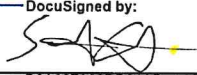
ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS


By: _____
Deputy Clerk

DocuSigned by:
By: 
518A833ACF984F9
George Chapjian, Director
Community Services Department

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL
DocuSigned by:
By: 
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Scott Greenwood
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA CPFO
AUDITOR-CONTROLLER
DocuSigned by:
By: 
E1998503A4304B7...
Auditor-Controller

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
By: 
D9DB8520E10F47F...

Print Name: Ray Aromatorio

SUBRECIPIENT

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

By: *Robert Havlicek*
Robert Havlicek, Executive Director

SUBRECIPIENT

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

By: Robert Havlicek
Robert Havlicek, Executive Director

EXHIBITS

Exhibit A: Scope of Services

Exhibit B: Expenditure Summary and Payment Request Form

Exhibit C: TBRA Contract & Lease Addendum

Exhibit D: Standard Indemnification and Insurance Requirements

Exhibit E: County Affirmative Marketing Policy

Exhibit F: Federal Award Identification Information

Exhibit G: County HOME Waivers

Exhibit A
Scope of Services
THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA
Tenant-Based Rental Assistance (TBRA) Program
COVID-19

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 as modified by the HOME Suspension and Waivers to prevent, prepare for, respond to, COVID-19 and detailed in Exhibit G.

1. ACTIVITY DESCRIPTION AND PERFORMANCE GOALS

SUBRECIPIENT will provide rent payments on behalf of existing tenants in order to facilitate urgent housing assistance to households experiencing financial hardship as a result of the COVID-19 pandemic.

SUBRECIPIENT expects to serve approximately 6 households with a maximum of three-monthly rent payments during the term of this Agreement.

2. LOCATION

SUBRECIPIENT will administer the COVID-19 TBRA Program (Program) within and throughout the City of Goleta.

3. PROGRAM POLICIES AND PROCEDURES

SUBRECIPIENT shall administer the Program in accordance with this Scope of Services and the following Program Policies and Procedures:

- All TBRA applicants shall be referred to SUBRECIPIENT by the Legal Aid Foundation of Santa Barbara County;
- Household eligibility shall be determined by applicant self-certification (see Section 4.2 of this Scope of Services);
- Prompt written notification shall be provided to any applicant not approved for TBRA assistance and the grounds for such denial, including without limitation exhaustion of Program funds;
- Eligible TBRA applicants shall be awarded on a first-come first-served basis, deemed to begin when all required documents are received by SUBRECIPIENT, such as income self-certification forms and information required for remittance of rent payments.

- Prior to remitting TBRA for an eligible Household, SUBRECIPIENT shall obtain the signed TBRA Contract and Lease Addendum – a copy of which is attached as Exhibit C – to ensure compliance with the Violence Against Women Act (VAWA), required by 24 CFR 92.359 and 24 CFR part 5 subpart L.

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 TBRA Tenants shall not possess a Section 8 Housing Choice Voucher.

4.1.2 TBRA Tenants shall remain in their existing units. Households seeking assistance to move into a new unit are not eligible under this Program.

4.2 Income Certification— Upon intake, subrecipient shall determine the applicant’s household income by using the self-certification method described at 24 CFR 92.203(a)(1)(ii). For purposes of a tenant’s self-certification, emergency tax relief (stimulus) payments should not be included as an emergency benefit. Each tenant’s income self-certification shall be retained and provided to COUNTY with the Expenditure Summary and Payment Request Form when seeking reimbursement for rent payments made on behalf of that tenant.

4.3 Affirmative Marketing and Tenant Selection— SUBRECIPIENT shall comply with the COUNTY’S Affirmative Marketing Policy, Exhibit E, 24 CFR 92.209(c) and 92.351. 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 TBRA Contract and Lease Addendum—a copy of which is provided in Exhibit C—shall ensure property owners and landlords comply with applicable sections of 24 CFR 92.253:

4.4.1 24 CFR 92.253(c) Termination of Tenancy;

4.4.2 24 CFR 92.253(d) Tenant selection;

4.4.3 The Violence Against Women Act (VAWA) required by 24 CFR 92.359 and 24 CFR part 5 subpart L; and

4.4.4 Lead-based paint requirements provided in Section 4.6 of this Scope of Services.

4.5 Eligible Housing Units— TBRA Tenants under this Agreement must remain in their existing units. 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, however, TBRA Tenants shall not have a Section 8 voucher.

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.

4.5.2 TBRA Units do not include units with a Section 8 Project Based Voucher.

4.6 Lead-Based Paint—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>

4.7 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)].

4.8 TBRA Contract and Lease Addendum — The TBRA Tenant must enter into a TBRA Contract and Lease Addendum – Attached as Exhibit C – the term of which shall not exceed September 30, 2021.

4.8.1 Fees—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).

4.9 Eligible costs— TBRA may be provided directly to the TBRA Tenant or to landlords on behalf of a TBRA Tenant. Monthly rent assistance may be provided for a maximum period of three (3) months under this Agreement. Eligible costs include:

4.9.1 Monthly Rent payments on behalf of TBRA Tenants who occupy TBRA Units; and

4.9.2 The costs incurred by SUBRECIPIENT to inspect TBRA Units in accordance with applicable Housing Quality Standards and to determine income eligibility of TBRA Tenants.

5. BUDGET

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.

EXPENDITURE TYPE	GRANT BUDGET
<i>Security Deposits</i>	N/A
<i>Utility Deposits</i>	N/A
<i>Rent Assistance</i>	34,502
<i>Staff costs for Income Certifications</i>	
<i>Lead Based Paint Inspection Mileage</i>	
<i>Lead Based Paint Visual Inspections (pre-1978 Children <6)</i>	
TOTAL	34,502

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	Program	COVID TBRA (Goleta)
Address	815 West Ocean Avenue	Grant Year(s)	2021
	Lompoc, CA 93436	Report Period:	
Contact Person	Leonard Vega	Request No.	
Phone	(805) 736-3423 Ext 4009	Date Submitted	
DUNS #	<u>04-034-8872</u>		

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	TBRA - Rent Assistance	34,502.00		#REF!	
Misc.	Adjustments			#REF!	
	TOTAL	34,502.00	-	#REF!	#REF!

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.

#REF!

Manager / Fiscal Officer

Name Irene Melton Title Finance Director

Signature _____ Date _____

Administrator / Executive Director

Name Robert P Havlicek Jr

Signature _____ Date _____

Exhibit C

**HOME INVESTMENT AND PARTNERSHIPS PROGRAM (HOME)
TENANT-BASED RENTAL ASSISTANCE – COVID-19 HOME Waiver (TBRA-CV)
CONTRACT and
LEASE ADDENDUM**

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

This HOME TBRA-CV Contract and Lease Addendum (“Addendum”) adds the following paragraphs to the Lease currently in effect between the TBRA-CV Tenant and the Landlord referred to above. If there is no Lease, then the provisions of this Addendum still apply.

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-CV Tenant has been approved to receive 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 TBRA will be provided on the condition that TBRA-CV Tenant and Landlord execute this Addendum.

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 this Contract and Lease Addendum In accordance with 24 CFR 209(e), this TBRA contract and lease addendum shall be fully executed and in effect before rent assistance is provided under the TBRA-CV program. The Term of this TBRA contract and lease addendum shall begin on the date that this Addendum was signed by all parties and shall terminate on the latter of (1) the last day of the final month for which rent payments were provided under the TBRA-CV program; (2) the end of the existing Lease between landlord and tenant; (3) if the lease term ends prior to the date under number (1) above this Addendum shall survive the end of the lease term; or (4) September 30, 2021. If there is no lease, then this Addendum will terminate in accordance with number (1) above, not to exceed September 30, 2021.

D. Monthly Rental Assistance

(1) \$_____ will be provided on behalf of the TBRA-CV Tenant in monthly Rent Assistance for the months (or periods) of _____, 2021 (not to exceed September 30, 2021). The amount covers 100% of the usual and customary monthly rent as specified in the Lease between landlord and tenant or, if there is no Lease, not more than the amount of monthly rent that was due for the prior month,

Exhibit C

times the number of months or periods specified. If the usual and customary monthly rent includes utilities or other services, then the payments provided under the TBRA-CV program shall be applied accordingly.

(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.

- E. Housing Quality Standards** Without exception, by accepting payment(s) under the TBRA-CV program, Landlord attests that the TBRA Unit meets the health and safety codes of the local jurisdiction or, absent a local code, meets the Housing Quality Standards (HQS) set forth at 24 CFR 982.401. Upon request, Landlord shall permit the organization that provided the funds and/or the County of Santa Barbara to inspect the TBRA Unit.
- F. 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.
- G. 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.
- H. 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-CV 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-CV Tenant's property, or may sell such property without notice to the TBRA-CV Tenant and a court decision on the rights of the parties.
 - (3) *Excusing the Landlord from Responsibility.* Agreement by the TBRA-CV 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-CV Tenant that the Landlord may institute a lawsuit without notice to the TBRA-CV Tenant.

Exhibit C

- (5) *Waiver of Legal Proceedings.* Agreement by the TBRA-CV Tenant that the Landlord may evict the TBRA-CV Tenant or household members (i) without instituting a civil court proceeding in which the TBRA-CV 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-CV Tenant to waive the TBRA-CV Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Agreement by the TBRA-CV Tenant to waive the TBRA-CV 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-CV Tenant to pay attorney's fees or other legal costs whenever the Landlord decides to sue, even if the TBRA-CV Tenant wins in a court proceeding by the owner against the TBRA-CV Tenant. However, in accord with 24 CFR 92.253(b), the TBRA-CV Tenant may be obligated to pay costs if the TBRA-CV 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.

K. Violence Against Women and Justice Department Reauthorization Act (VAWA).

- (1) The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- (2) The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- (3) The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

- L. Nondiscrimination.** The Landlord shall not discriminate against the TBRA-CV 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

Exhibit C

to the Fair Housing Act (federal) and the Fair Employment and Housing Act (State of California).

TBRA-CV TENANT SIGNATURES	LANDLORD SIGNATURES
Printed Name of TBRA-CV Tenant	LANDLORD NAME:
Signature of TBRA-CV Tenant and Date	Printed Name of Landlord Representative
Printed Name of TBRA-CV Tenant	Signature of Landlord Representative and Date
Signature of TBRA-CV 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 rehabilitated or newly constructed units by carrying out their own affirmative marketing. Owners/developers are expected to provide for costs associated with these requirements in their development or operating budgets. Possible methods of providing the general public with information include, but are not limited to:
 - a. Advertisements/articles in local newspapers
 - b. Notifications sent to local housing authorities
 - c. Information available at community centers, city/county buildings
 - d. Information available through web pages
3. An individualized outreach plan will be developed with input from HCD staff and the project owner/developer. This plan will identify, using census data and local

Exhibit E (Continued)

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

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

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

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

Exhibit 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)		<u>M18-DC060554</u>
iv. Federal Award Date		04/6/2021
v. Period of Performance	Start Date	04/6/2021
	End Date	09/30/2021
vi. Amount of Federal Funds Obligated by this action		\$34,502
vii. Total Amount of Federal Funds Obligated to Subrecipient		\$34,502
viii. Total Amount of the Federal Award		\$34,502
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		Laurie Baker, 805-568-3521 lbaker@sbccsd.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 G
County HOME Waivers



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

MEMORANDUM FOR: All CPD Field Office Directors and Program Managers

FROM: John Gibbs, Principal Deputy Assistant Secretary for Community
Planning and Development (D) JOHN GIBBS
Digitally signed
by JOHN GIBBS
Date: 2020.12.04
15:34:06 -05'00'

SUBJECT: Revision and Extension of April 10, 2020 Tenant-Based Rental Assistance
Memorandum - *Suspensions and Waivers to Facilitate Use of HOME-
Assisted Tenant-Based Rental Assistance for Emergency and Short-term
Assistance in Response to COVID -19 Pandemic*

This memorandum revises and extends the memorandum *Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID -19 Pandemic* issued on April 10, 2020, (the “April 2020 TBRA Memo”). The April 2020 TBRA Memo announced the availability of certain statutory suspensions and regulatory waivers to enable HOME participating jurisdictions (PJs) affected by the Coronavirus Disease 2019 (COVID-19) pandemic to use HOME tenant-based rental assistance (TBRA) to facilitate urgent housing assistance to communities and families experiencing financial hardship. This memorandum *extends all statutory suspensions and regulatory waivers outlined in the April 2020 TBRA Memo through September 30, 2021 (the “extended waiver period”)*, and revises or clarifies the following waivers:

- Eligible Tenant-based Rental Assistance Costs and Maximum TBRA Subsidy – 24 CFR 92.209(a) and (h) and 24 CFR 92.64(a) (Insular Areas)
- Tenant Protections – Lease - 24 CFR 92.209(g) and 24 CFR 92.64(a) (Insular Areas)
- Housing Quality Standards - 24 CFR 92.209(i) and 24 CFR 92.64(a) (Insular Areas)
- Annual Inspection of Units Occupied by Recipients of HOME TBRA - 24 CFR 92.504(d)(1)(iii), 24 CFR 92.209(i) and 24 CFR 92.64(a) (Insular Areas)
- Income Determination - 24 CFR 92.203(a)(2), and 24 CFR 92.64(a) (Insular Areas)

Waiver and Suspension Authority

Section 290 of the Cranston-Gonzalez National Affordable Housing Act of 1990 (NAHA), as amended, authorizes HUD to suspend HOME statutory requirements to assist PJs in addressing the damage in an area for which the President has issued a major disaster declaration under Title IV of the Stafford Act and to assist them in disaster recovery. Upon determination of good cause, in accordance with 24 CFR 5.110, HUD may waive regulatory provisions subject to statutory limitations. These provisions provide HUD the authority to make waiver determinations for the HOME program.

Pursuant to the authority provided in Section 290 of NAHA and 24 CFR 5.110, I hereby find good cause, as stated in the justifications that follow, to extend the suspension of the statutory

provisions and the waivers for the related regulatory provisions described in the April 2020 TBRA Memo until September 30, 2021, for PJs covered by a major disaster declaration under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) as a result of the COVID-19 pandemic and to revise the following waivers as described below.

Revision to Eligible Tenant-based Rental Assistance Costs and Maximum TBRA Subsidy

The waiver of 24 CFR 92.209(a) and (h) and CFR 92.64(a), (Insular Areas) in the April 2020 TBRA Memo is revised to permit the payment of past-due rent and fees, including late fees, in accordance with a tenant's lease. In addition, the waiver is revised to permit the payment of past-due utilities, late fees associated with overdue utility payments, as well as any necessary costs required to restore utility service. A PJ may pay past-due utilities and rent and associated late fees due on or after January 27, 2020. The waiver in the April 2020 TBRA Memo is superseded by the following with revisions noted in italics:

Eligible Tenant-based Rental Assistance Costs and Maximum TBRA Subsidy

Citation: 24 CFR 92.209(a) and (h) and 24 CFR 92.64(a) (Insular Areas)

Explanation: The HOME regulations at 24 CFR 92.209(a) state that eligible TBRA costs include rental assistance and security deposit payments made to income-eligible households. PJs can also use HOME funds to provide utility deposit assistance if such assistance is provided in conjunction with TBRA or a security deposit payment. The amount of monthly utility costs included in HOME TBRA is limited by the utility allowance established by the PJ for its TBRA program, irrespective of whether those utilities are paid by the landlord or the tenant.

In accordance with 24 CFR 92.209(h), the maximum amount of monthly assistance a PJ may pay to, or on behalf of, a tenant, may not exceed the difference between the PJ's rent standard and 30 percent of the tenant's monthly adjusted income. The PJ must establish a minimum tenant contribution to rent, and a rent standard that is based on local market conditions or the subsidy standards under the Section 8 Housing Choice Voucher Program. The HOME regulations at 24 CFR 92.64(a) apply these requirements to Insular Areas.

This waiver will allow PJs to pay the full cost of monthly utilities in addition to rental assistance and security deposit payments for new and existing TBRA families affected by the COVID-19 pandemic. PJs may provide up to 100 percent subsidy for rent, security deposit payments, and utilities for tenants affected by a reduction or loss of income from the COVID-19 pandemic. *In addition, this waiver will allow PJs to pay past-due rent and fees, including any late fees, as defined in the tenant's lease. This waiver also permits the payment of utility costs, late fees associated with overdue utilities, as well as necessary costs to restore utility service. All costs must still comply with 2 CFR part 200, subpart E, including the requirement that HOME assistance not be used to pay costs when other sources, including federal, state, or local assistance have already been provided to pay the same costs.* The waiver also

eliminates the need for the PJ to establish utility allowances for different types and sizes of units for its TBRA program, which eliminates a significant administrative burden.

Justification: The COVID-19 pandemic has caused widespread loss or reduction of income, significantly affecting the financial stability of households, including existing TBRA families, and rendering many unable to pay rent and/or utilities. Households must be able to maintain the basic utilities required to ensure housing remains safe and sanitary. Permitting PJs to use HOME funds to pay for utilities will enable affected households to maintain decent, safe, and sanitary housing, which necessarily requires electricity, water, and/or gas service during the pandemic.

As individuals experience financial hardship, the amount of assistance required to ensure they remain housed will often exceed the PJ's payment standard. In addition, individuals may be unable to pay the PJ's minimum required tenant contribution toward rent. Requiring PJs to establish or revise payment standards and the minimum tenant contribution to rent policies in the current emergency would be burdensome and delay the provision of TBRA in response to the pandemic.

Applicability: This waiver is applicable to TBRA provided to individuals or families experiencing financial hardship, including existing TBRA families that have experienced a loss or reduction in income due to the COVID-19 pandemic. This requirement is waived *through the extended waiver period*, for rental assistance provided in response to the COVID-19 pandemic. PJs using this waiver authority must execute a rental assistance contract with the owner or tenant for a term mutually agreed upon by all parties, but not to exceed *the extended waiver period*.

The PJ may pay past-due rent and fees, including late fees, in accordance with the tenant's lease and federal requirements, due on or after January 27, 2020, the effective date of the public health emergency declared by the Secretary of Health and Human Services for the COVID-19 pandemic until the end of the extended waiver period. PJs should establish a timeframe for TBRA assistance during the extended waiver period based on the circumstances in their jurisdiction. In accordance with the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Pub. L. 116-136) moratorium on fees, after the effective date of the rental assistance contract, the PJ may not pay and an owner may not charge, any fees associated with nonpayment of rent from March 27, 2020 until after July 24, 2020. The PJ must document the amount(s) and payment date(s) of any past-due rent and fees in the TBRA tenant file. The file should also include evidence that the fees comply with federal requirements, including the CARES Act, 2 CFR part 200, subpart E, and tenant's lease.

The PJ may make utility payments, including any past-due payments, late fees and utility restoration costs due on or after January 27, 2020, directly to the tenant or utility company based on utility bills submitted for the assisted unit, either by mail or electronically. The PJ must document the amount(s) and payment date(s) of any

utility payments and fees in the TBRA tenant file.

Revision to Tenant Protections – Lease Waiver

The waiver of 24 CFR 92.209(g) and 24 CFR 92.64(a), (Insular Areas) in the April 2020 TBRA Memo is clarified to state that 24 CFR 92.209(g) and 24 CFR 92.64(a) are waived to the extent necessary that the lease protections at 24 CFR 92.253(b) do not apply. However, the lease provisions at 24 CFR 92.253(a) are still required. Consequently, a tenant already housed in a rental unit who requires HOME TBRA during the pandemic must have an executed lease that meets the requirements of 24 CFR 92.253(a) with the project owner for a term mutually agreed upon by both parties. PJs are not required to make owners amend leases that contain one or more of the prohibited lease terms in 24 CFR 92.253(b). The waiver in the April 2020 TBRA Memo is superseded by the following with revisions noted in italics:

Tenant Protections – Lease

Citation: 24 CFR 92.209(g) and 24 CFR 92.64(a) (Insular Areas)

Explanation: The HOME regulations at 24 CFR 92.209(g) require that each HOME-assisted tenant have a lease that complies with the tenant protection requirements of 24 CFR 92.253(a) and (b). In accordance with 24 CFR 92.253(a), there must be a lease between the tenant and the owner of rental housing assisted with HOME TBRA. The lease must have a term of not less than one year, unless both parties mutually agree to a shorter period. The lease cannot contain any of the prohibited lease terms defined in 24 CFR 92.253(b). The HOME regulations at 24 CFR 92.64(a) apply these requirements to Insular Areas. This waiver will permit PJs to assist individuals currently housed but facing financial hardship, where an executed lease is already in place.

Justification: During the COVID-19 pandemic, PJs may assist individuals that are already in rental units but are unable to pay rent and/or utilities due to job loss or reduced wages. These individuals may already have executed leases that may include one or more of the prohibited lease terms included in 24 CFR 92.253(b). Requiring PJs to immediately execute or amend leases creates an undue administrative burden and may disqualify in-place tenants from receiving TBRA.

Applicability: In response to the COVID-19 pandemic, the requirement that a tenant assisted by TBRA have a lease that complies with the requirements of 24 CFR 92.253(b) is waived through September 30, 2021, for rental assistance provided to tenants already housed who have an executed lease. The PJs using this waiver authority are required to execute a rental assistance contract with the tenant for a term mutually agreed upon by all parties, but not to exceed the *extended* waiver period. *The lease provisions at 24 CFR 92.253(a) are not waived. A household receiving TBRA must have an executed lease with the project owner for a term of not less than one year, unless both parties agree to a shorter term.* In addition, the PJ must still comply with all VAWA requirements contained in 24 CFR 92.359 by including, at a minimum, a lease addendum that addresses all VAWA requirements.

Revision to Housing Quality Standards Waiver

The April 2020 TBRA Memo waiver of the requirement that PJs must inspect a unit for compliance with the housing quality standards (HQS) at 24 CFR 982.401 prior to occupancy is clarified to state that the PJ is not required to conduct a physical inspection of the unit during the waiver period but must establish procedures to minimize the risk that tenants are in housing that does not meet HQS. However, if TBRA to the household continues beyond the extended September 30, 2021, waiver period, the PJ must conduct an HQS inspection in accordance with the HOME requirements at 24 CFR 92.209(i) and 24 CFR 92.64(a) (Insular Areas) prior to executing a new rental assistance contract. The waiver in the April 2020 TBRA Memo is superseded by the following with revisions noted in italics:

Housing Quality Standards

Citation: 24 CFR 92.209(i) and 24 CFR 92.64(a) (Insular Areas)

Explanation: The HOME regulations at 24 CFR 92.209(i) require that all housing occupied by households receiving HOME TBRA must meet the housing quality standards (HQS) at 24 CFR 982.401. The PJ is required to inspect the unit for compliance prior to occupancy and annually thereafter. The HOME regulations at 24 CFR 92.64(a) apply these requirements to Insular Areas. This waiver will permit the PJ to rapidly house or assist individuals affected by the COVID-19 pandemic without requiring an initial HQS inspection.

Justification: The COVID-19 pandemic has created an unprecedented need for rental assistance for tenant households facing financial hardship. PJs must act quickly to address these needs and requiring HQS inspections of all units where HOME TBRA assistance is provided would create an administrative burden and reduce PJs' ability to respond timely to the housing needs created by the pandemic. In addition, requiring initial HQS inspections would increase housing inspectors' risk of contracting or spreading the COVID-19 virus.

Applicability: This waiver is applicable to TBRA provided to tenant households experiencing financial hardship. This requirement is waived through *the extended waiver period* for rental assistance provided in response to the COVID-19 pandemic. The lead-safe housing requirements of 24 CFR part 35, subpart M, made applicable to units leased by recipients of HOME TBRA by the HOME regulation at 24 CFR 92.355, cannot be waived. Consequently, units built before 1978 must undergo visual evaluation and paint repair in accordance with 24 CFR Part 35, subpart M. PJs using this waiver authority must establish procedures to minimize the risk that tenants are in housing that does not meet HQS. *If TBRA to the household will continue beyond the extended waiver period, the PJ must conduct an HQS Inspection, in accordance with the HOME requirements at 24 CFR 92.209(i), prior to executing a new TBRA contract.*

Revision to Annual Inspection of Units Occupied by Recipients of HOME TBRA Waiver

The April 10, 2020 waiver of the requirement that PJs must annually inspect units occupied by TBRA tenants is clarified to state that a unit that is subject to an annual HQS inspection during the waiver period must meet the HQS requirements at 24 CFR 982.401 if TBRA to the household will continue beyond the extended September 30, 2021, waiver period. The waiver in the April 2020 TBRA Memo is superseded by the following waiver with revisions noted in italics:

Annual Inspection of Units Occupied by Recipients of HOME TBRA

Citation: 24 CFR 92.504(d)(1)(iii); 24 CFR 92.209(i) and 24 CFR 92.64(a) (Insular Areas)

Explanation: Provisions require PJs to annually inspect each unit occupied by a recipient of HOME TBRA.

Justification: Waiving the requirement that annual HQS inspections be performed according to schedule will protect the health of both inspectors and TBRA tenants by observing physical distancing recommendations to limit the spread of COVID-19.

Applicability: The waiver is applicable to annual HQS inspections required to occur from *April 10, 2020 through the end of the extended waiver period*. *PJs using this waiver authority are not required to inspect for compliance with HQS in accordance with 24 CFR 982.401*. PJs shall make reasonable efforts to address any tenant reported health and safety issues during the waiver period. *All housing that will continue to be occupied by HOME TBRA households after the end of the extended waiver period, must be inspected for compliance with HQS prior to executing a new TBRA contract.*

Unemployment Insurance Under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Pub. L. 116–136)

The CARES Act includes provisions to strengthen and extend unemployment benefits in response to the economic damage caused by the COVID-19 Pandemic. The April 2020 TBRA Memo announcing the availability of statutory suspensions and regulatory waivers under the HOME program includes a waiver of 24 CFR 92.203(a)(2) and 24 CFR 92.64(a) (Insular Areas) allowing self-certification of income in lieu of source documentation to determine the income eligibility of individuals and families requiring immediate HOME assistance due to the COVID-19 pandemic. The April 2020 TBRA Memo required PJs choosing to use the waiver to ensure that an applicant's self-certified income include any unemployment and emergency benefits the applicant will receive. Since issuance of the memorandum, the Department has re-examined the inclusion of certain unemployment benefits provided by the CARES Act to align treatment of these benefits across all HUD programs.

To achieve this alignment, the Department is revising the Income Determination waiver for the following unemployment benefits:

Federal Pandemic Unemployment Compensation (FPUC): Created by Section 2104 of the CARES Act, the FPUC program allowed eligible individuals who were collecting certain unemployment insurance benefits, including regular unemployment compensation, to receive an additional amount in federal benefits per week as an enhanced unemployment benefit for 18 weeks of unemployment ending on or before July 31, 2020. The Department has determined that the additional federal weekly benefit was a temporary, nonrecurring enhanced amount and was not regular unemployment insurance from the state. The Department made this determination because the duration of FPUC was for a limited time and is unlikely to recur. This is consistent with other income currently excluded under 24 CFR 5.609(c)(9), which excludes “temporary, nonrecurring or sporadic income” received by a family from the definition of “annual income” under 24 CFR Part 5.

The other unemployment benefits provided under the CARES Act of Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC) must still be included as income as the Department determined the PUA to be regular unemployment insurance under 24 CFR 5.609(b)(5) and PEUC to be an extension of regular unemployment insurance benefits.

Lost Wages Supplemental Payment Assistance: On August 8, 2020, President Trump issued, “*Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019*,” authorizing the Federal Emergency Management Agency (FEMA) to expend up to \$44 billion from the Disaster Relief Fund for lost wage payments to ease the economic burden for those struggling with lost wages due to the COVID-19 pandemic (“Lost Wages Supplemental Payment Assistance”). The Lost Wages Supplemental Payment Assistance provided by FEMA increases the amount of money states can provide to unemployed Americans up to an extra \$300 per week with a 25 percent state match for a total of \$400 per week. FEMA is providing the supplemental payments for lost wages as grants to states in accordance with section 408(e)(2) of the Stafford Act (42 U.S.C. 5174(e)(2)) and 44 CFR §206.119(c)(6)(ii) for major disasters declared by the President pursuant to section 401 of the Stafford Act (42 U.S.C. § 5170) for COVID-19. Pursuant to 24 CFR 5.609(c)(17), HUD excludes “[a]mounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.” HUD’s 2014 Federal Register Notice (79 FR 28938) provides a list of amounts specifically excluded by any Federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program. This list specifically identified “Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)),” as excluded from consideration as income under the Stafford Act. (79 FR 28940). As the Lost Wages Supplemental Payment Assistance from FEMA and the required state match are both “major disaster and emergency assistance received by individuals and families” under the Stafford Act, HUD has determined the assistance to be excludable from income.

Revision to Income Determination Waiver

Because the Department determined that the FPUC benefit is temporary in nature and

excluded from income under 24 CFR 5.609(c)(9) and that the Lost Wages Supplemental Payment Assistance is excluded from income under the Stafford Act, in accordance with 24 CFR 5.609(c)(17), the April 2020 TBRA Memo waiver of 24 CFR 92.203(a)(2) and 24 CFR 92.64(a) is revised to clarify that the FPUC benefit and Lost Wages Supplemental Payment Assistance is excluded from income for purposes of determining income eligibility for HOME assistance. Consequently, a PJ may choose to redetermine income, according to its policy, in cases where the income self-certification included the FPUC benefit and/or the Lost Wages Supplemental Payment Assistance and resulted in the ineligibility of an applicant. The FPUC benefit expired on July 31, 2020 and as of October 16, 2020, FEMA has approved 53 states and territories for Lost Wages Supplemental Payment Assistance grants. Therefore, the waiver included in the April 2020 TBRA Memo is superseded by the following waiver with revisions shown in italics:

Income Determinations

Citations: 24 CFR 92.203(a)(2) and 24 CFR 92.64(a) (Insular Areas)

Explanation: The HOME regulations at 24 CFR 92.203(a)(2) require the PJ to determine a TBRA tenant's annual income by examining at least 2 months of source documentation evidencing income and projecting anticipated income forward for the next 12 months. The HOME regulations at 24 CFR 92.64(a) apply these requirements to Insular Areas. This waiver will permit PJs to follow the regulations at 24 CFR 92.203(a)(1)(ii) in lieu of requiring a review of source documentation. The HOME regulations at 24 CFR 92.203(a)(1)(ii) allow the PJ to obtain a written statement of the amount of the family's anticipated annual income and household size, along with a certification that the information is complete and accurate.

Justification: Given the rapid and unanticipated economic disruptions caused by the COVID-19 pandemic, source documentation from the past two months may not reflect the current financial circumstances of many households. Requiring PJs to determine an individual's annual income using source documentation would be administratively burdensome, may not reflect current or anticipated income, and may result in individuals or families being incorrectly disqualified from receiving TBRA. *In addition, social distancing measures may make submission of source documentation unduly difficult.*

Applicability: This waiver is applicable to TBRA provided to individuals or families experiencing financial hardship. This requirement is waived through *the end of the extended waiver period* for rental assistance provided in response to the COVID-19 pandemic. The PJ must ensure that the tenant's self-certification indicates how the tenant's financial situation has changed, (i.e., job loss or reduced wages), and includes all income, including any unemployment benefits received by the tenant as a result of the pandemic. *The Department determined that the FPUC benefit was temporary in nature and excluded from income under 24 CFR 5.609(c)(9) and that the Lost Wages Supplemental Payment Assistance is excluded from income under the Stafford Act, in accordance with 24 CFR 5.609(c)(17). Therefore, this income must not be taken into consideration when determining*

eligibility under the HOME program. In addition, a PJ may choose to redetermine income, according to its policy, in cases where an applicant's income self-certification included these benefits and resulted in the ineligibility of the applicant.

If the household will continue to receive TBRA beyond the extended waiver period, the PJ must determine the household's income eligibility in accordance with 24 CFR 92.203(a)(2) prior to executing a new TBRA contract. The PJ must include tenant income certifications in each project file. This waiver is effective from the date of this memorandum and remains in effect through the end of the extended waiver period.

Extension of Waiver Deadline

In addition to the waivers discussed above, the following waivers outlined in the April 2020 TBRA Memo are extended from December 31, 2020 to *September 30, 2021*. All other provisions of the April 2020 TBRA Memo related to the following waivers remain in effect.

Rent Reasonableness – 24 CFR 92.209(f) and 24 CFR 92.64(a) (Insular Areas),

Eligible Tenant-based Rental Assistance Costs and Maximum TBRA Subsidy – 24 CFR 92.209(a) and (h) and 24 CFR 92.64(a) (Insular Areas),

Term of Rental Assistance Contract – 24 CFR 92.209(e) and 24 CFR 92.64(a) (Insular Areas).

Questions regarding this memorandum should be directed to Virginia Sardone, Director, Office of Affordable Housing Programs (OAHP), or your OAHP desk officer. Participating jurisdictions and other HOME Program participants should contact the CPD Division of their local HUD Field Office.