

SUBRECIPIENT AGREEMENT BETWEEN

THE COUNTY OF SANTA BARBARA

AND

THE CITY OF LOMPOC

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

EFFECTIVE DATE The term of this Agreement shall be the date it is executed by COUNTY ("Effective Date") and it will terminate two (2) years from the Effective Date.

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 May 6, 2014, the COUNTY, approved the FY 2014-15 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 City of Lompoc requested \$118,124 in HOME funds from the FY 2014-15 HOME allocation to administer a TBRA program in the City of Lompoc; and

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

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

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

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

1. HOME FUNDS AMOUNT

In exchange for the satisfactory performance of this Agreement, the COUNTY hereby agrees to disburse to SUBRECIPIENT the amount of One Hundred and Eighteen Thousand, One Hundred Twenty Four Dollars (**\$118,124**) 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, completed an Environmental Review approved by COUNTY, submitted a COUNTY-approved Administration Plan as set forth in Section 2 of Exhibit A, Scope of Services, of this Agreement, and provided proof of SUBRECIPIENT'S insurance coverage pursuant to Exhibit D ("Standard Indemnification and Insurance Provisions") attached hereto and incorporated herein.

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 HOME TBRA program in accordance with the federal requirements set forth at 24 CFR 92.209 and comply with other applicable regulations set forth at 24 CFR Part 92, which include but are not limited to the administrative requirements at 24 CFR Part 92, Subpart H.

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

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

3.4 DISBURSEMENT DEADLINES SUBRECIPIENT shall actively market the TBRA program, as necessary to ensure that funds are expended in accordance with Section 4 TERM of this Agreement and CFR 24.92.500(d)(1)(C) to prevent recapture by HUD. In the event that SUBRECIPIENT is unable to demonstrate sufficient progress to ensure that all funds will be expended in accordance with Section 4 TERM, COUNTY reserves the right to terminate this agreement or reduce the award to an amount that can be reasonable expended during the term of this Agreement. SUBRECIPIENT must submit Expense Summary and Payment Request (ESPR) forms—as outlined in Section 7.2—for all work performed in the fiscal year (July 1st through June 30th) by the 15th of the month following the end of the fiscal year, **July 15th**.

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

4. TERM The term of this Agreement shall commence on the date it is executed by COUNTY (“Effective Date”) and will terminate two (2) years from the Effective Date. SUBRECIPIENT shall have fifteen (15) days from the date of termination to submit a Payment Request for Eligible Costs that were incurred by SUBRECIPIENT during the term of this Agreement but not previously submitted to COUNTY for reimbursement. Any HOME funds remaining after fifteen (15) days following the termination date shall be retained by COUNTY and allocated to other HOME-eligible uses.

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

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

7. PROGRAM ADMINISTRATION AND COMPLIANCE MONITORING

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

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

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

SUBRECIPIENT shall maintain its accounting records in accordance with generally accepted accounting principles and OMB Circulars. SUBRECIPIENT agrees to retain all records for a period of at least five (5) years following SUBRECIPIENT's final payment of TBRA assistance pursuant to this Agreement, or the termination of this Agreement, or five (5) years following the close-out of any audit finding, whichever is later.

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

7.3 Audits SUBRECIPIENT shall ensure that a qualified external audit firm conducts an annual audit in accordance with 24 CFR 92.506, 24 CFR 84.26 and 85.26, 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

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 Section 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 Notice of Funding Availability (NOFAs), grant agreements, and awards whether stated in a Federal statute or regulation, an assurance in a State plan or application, a notice of award or other term or condition under this Agreement.

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

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

9. RIGHTS AND OBLIGATIONS UPON EVENT OF DEFAULT The parties 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 5.1 and 5.2 above at any time within three (3) months from the date on which the notice described in Section 6.1 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 24 CFR 85.44. The regulations found at 24 CFR 92.504(c)(2)(ix) and 24 CFR 85.43(c) 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 24 CFR 85.44(a), 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 24 CFR 85.44(b), 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 either 24 CFR 85.43 or 24 CFR 85.44(a).

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

indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.10 URA Applicability of Uniform Administrative Requirements;

16.10.1 Cost Principles for Governmental SUBRECIPIENTS Governmental subrecipients shall abide by the policies, guidelines, and requirements of OMB Circular Nos. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 24 CFR Part 85 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) as indicated at 24 CFR 92.505(a) as follows: 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-34, 85.36, 85.44, 85.51, 85.52, in addition to 40 CFR Part 31, and the audit requirements OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);

16.10.2 Cost Principles for Non-profit SUBRECIPIENTS Non-profit subrecipients shall abide by the policies, guidelines and requirements of OMB Circular A-122 (Cost Principles for Nonprofit Organizations), A-110 (Uniform Administrative Requirements for Grants and other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), 24 CFR Part 84 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations) as indicated at 24 CFR 92.505(b) as follows: 84.2, 84.5, 84.13-16, 84.21-22, 84.26-28, 84.30-31, 84.34-37, 84.40-48, 84.51, 84.60-62, 84.72 and 84.73, in addition to 40 CFR Part 30, and the audit requirements OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);

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

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

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

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

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

17. CERTIFICATIONS SUBRECIPIENT certifies that:

17.1 Lobbying No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, for lobbying the Executive or Legislative Branches of the Federal Government. (Refer to the government-wide common rule governing the restrictions on lobbying, published as an interim rule on February 26, 1990 (55 FR 6736) and supplemented

by a Notice published June 15, 1990 (55 FR 24540). For HUD, this rule is found at 24 CFR Part 87.

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

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

To Subrecipient:	City of Lompoc 100 Civic Center Plaza Lompoc CA, 93436 Attn: City Manager
To County:	County of Santa Barbara 105 E. Anapamu Street, Room 105 Santa Barbara, CA 93101 Attn: Community Services Director

19. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

19.9 Changes or Amendments Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement 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.

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

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

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

19.9.3 Changes extending the length of the Term as described in Section 4 up to a maximum of 5 years after the last day of the month in which HUD notifies COUNTY of HUD's execution of the HOME Investment Partnership Agreement for the HOME funds awarded in this contract [24 CFR 92.500(d)(1)(C)]. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section 3.4. Any change made to the length of the Term pursuant to this Section shall not alter or waive the County's rights under this agreement, including but not limited to the County's right to terminate this Agreement or reduce the award as set forth in Section 3.4.

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

[Signatures on Following Pages]

COUNTY OF SANTA BARBARA

Dated _____

By _____

Janet Wolf, Chair
BOARD OF SUPERVISORS

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

By: _____

Renée E. Bahl, Interim Director
Community Services Department

By: _____
Deputy Clerk

Dated: _____

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

**APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER**

By: _____
Scott Greenwood
Deputy County Counsel

By: _____
Deputy Auditor-Controller

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

By: _____
Risk Manager

Date: _____

**SUBRECIPIENT
CITY OF LOMPOC, a municipal corporation**

By: _____
Richard J. Haydon
City Manager

EXHIBITS

Exhibit A: Scope of Services

Exhibit B: Expenditure Summary and Payment Request Form

Exhibit C: HOME Lease Addendum

Exhibit D: Standard Indemnification and Insurance Provisions

Exhibit E: County Affirmative Marketing Policy

Exhibit A
Scope of Services
City of Lompoc
Tenant-Based Rental Assistance (TBRA) Program

INTRODUCTION

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

1. ACTIVITY DESCRIPTION AND PERFORMANCE GOALS

SUBRECIPIENT will provide security and utility deposit payments on behalf of tenants in order to assist low-income households to secure decent, safe and sanitary housing. SUBRECIPIENT may, at SUBRECIPIENT's discretion, also provide monthly rental assistance. SUBRECIPIENT may provide utility deposits on behalf of TBRA Tenants ("Tenants") *only* when utility deposit payments are made in conjunction with security deposit and/or rental assistance.

SUBRECIPIENT expects to serve approximately 56 households with security and utility deposit assistance with funds over the two year period provided by this Agreement.

2. PROGRAM POLICIES AND PROCEDURES

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

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

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

3. PROGRAM REQUIREMENTS

3.1 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.

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

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

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

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

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

3.4.1 The lease provisions of 24 CFR 92.253(a) that require a written lease between the tenant and the owner of rental housing assisted with HOME funds for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period of at least a month is specified.

3.4.2 24 CFR 92.253(b) that lists prohibited lease terms;

3.4.3 24 CFR 92.253(c) that describes the conditions under which an owner can terminate a lease and requires a 30 day notice of eviction at a minimum;

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

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

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

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

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

3.5.1 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.

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

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

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

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

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

BUDGET

EXPENDITURE TYPE	GRANT BUDGET
<i>Security Deposits</i>	
<i>Utility Deposits</i>	
<i>Rent Assistance</i>	
<i>Income Certifications</i>	
<i>HQS Inspections</i>	
TOTAL	\$118,124

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

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

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

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

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

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

Agency Name _____

Address _____

Contact Person _____

Phone _____

DUNS # _____

Program Tenant Based Rental Assistance

Grant Year(s) _____

Report Period: _____

Request No. _____

Date Submitted _____

I. GRANT BUDGET AND EXPENDITURES

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

II. ATTACH TENANT DATA SHEET FOR THIS REPORTING PERIOD.

Certification:

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

Manager / Fiscal Officer

Name _____ Title _____

Signature _____ Date _____

Administrator / Executive Director

Name _____

Signature _____ Date _____

Exhibit C

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

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

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

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

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

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

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

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

Initial:

TBRA Tenant(s)

Landlord

D. Security Deposit

Section D applies to this tenant: Yes No

(1) \$ _____ has been provided on behalf of the TBRA Tenant to the Landlord as a Security Deposit. The Landlord will hold this Security Deposit during the period the TBRA Tenant occupies the TBRA Unit under the Lease. The Landlord shall comply with state and local laws regarding treatment and use of Security Deposits.

(2) After the TBRA Tenant has moved from the TBRA Unit, landlord must return the security deposit directly to the TBRA Tenant. The Landlord may, subject to state and local laws, use the Security

Exhibit C

Deposit, including any interest on the Security Deposit, as reimbursement for rent or any other amounts payable by the TBRA Tenant under the Lease. The Landlord will give the TBRA Tenant a written list of all items charged against the Security Deposit and the amount of each item.

E. Monthly Rental Assistance

Section E applies to this tenant: Yes No

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

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

F. Utilities and Appliances

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

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

G. Housing Quality Standards Without exception, Landlord shall ensure that the TBRA Unit meets Section 8 Housing Quality Standards [24 CFR 982.401]. Landlord shall permit the organization that provided the funds and/or the County of Santa Barbara to inspect the TBRA Unit prior to occupancy and every year thereafter for TBRA Tenants that receive monthly rental assistance.

H. Lead-Based Paint For units built prior to 1978, Landlord shall permit the organization that provided the funds to ensure that all TBRA Units meet the provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C., §§ 4851 et seq.), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M and R, and 24 CFR 92.355 of the HOME Final Rule. Landlord shall permit the organization that provided the funds to inspect the TBRA Unit and make and document lead-based paint determinations accordingly.

I. Termination of Tenancy Owners may terminate tenancy or refuse to renew a lease only upon 30 days' written notice, and only for: serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; or for other good cause

Exhibit C

J. Prohibited Lease Provisions. Any provision of the Lease which contains the same or similar language as the provisions below shall not be enforceable by the Landlord.

- (1) *Agreement to be sued.* Agreement by the TBRA Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
- (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the TBRA Tenant's property, or may sell such property without notice to the TBRA Tenant and a court decision on the rights of the parties.
- (3) *Excusing the Landlord from Responsibility.* Agreement by the TBRA Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the TBRA Tenant that the Landlord may institute a lawsuit without notice to the TBRA Tenant.
- (5) *Waiver of Legal Proceedings.* Agreement by the TBRA Tenant that the Landlord may evict the TBRA Tenant or household members (i) without instituting a civil court proceeding in which the TBRA Tenant has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Agreement by the TBRA Tenant to waive the TBRA Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Agreement by the TBRA Tenant to waive the TBRA Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the TBRA Tenant to pay attorney's fees or other legal costs whenever the Landlord decides to sue, even if the TBRA Tenant wins in a court proceeding by the owner against the TBRA Tenant. However, in accord with 24 CFR 92.253(b), the TBRA Tenant may be obligated to pay costs if the TBRA Tenant loses.
- (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered as a term or condition of the lease.

Exhibit C

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

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

EXHIBIT D
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts NOT requiring professional liability insurance

INDEMNIFICATION

SUBRECIPIENT shall defend, indemnify and save harmless the COUNTY, its officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SUBRECIPIENT or its agents, representatives, employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

SUBRECIPIENT shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the SUBRECIPIENT's indemnification of the COUNTY, SUBRECIPIENT shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place SUBRECIPIENT in default. Upon request by the COUNTY, SUBRECIPIENT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all SUBRECIPIENT's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event SUBRECIPIENT is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if SUBRECIPIENT has no employees as defined in California Labor Code Section 3350 et seq. during the entire period of this Agreement and SUBRECIPIENT submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of SUBRECIPIENT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the SUBRECIPIENT in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and SUBRECIPIENT. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of SUBRECIPIENT pursuant to SUBRECIPIENT's activities hereunder. SUBRECIPIENT shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officials, officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been

EXHIBIT D
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts NOT requiring professional liability insurance

issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the SUBRECIPIENT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

SUBRECIPIENT shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the SUBRECIPIENT may be held responsible for payment of damages resulting from SUBRECIPIENT'S services of operation pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the SUBRECIPIENT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the SUBRECIPIENT'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

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.