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CITY OF FRESNO
City Clerk's Office (Original)

HOME INVESTMENT PARTNERSHIPS PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF FRESNO AND THE FRESNO HOUSING AUTHORITY REGARDING TENANT BASED RENTAL ASSISTANCE

THIS HOME Investment Partnerships Program Subrecipient Agreement (hereinafter referred to as the "Agreement") is made and entered into, effective the 1st day of November, 2014, by and between the CITY OF FRESNO, California, a municipal corporation, acting through its Development and Resource Management Department Housing and Community Development Division(hereinafter referred to as the "Grantee"), and the FRESNO HOUSING AUTHORITY, a body corporate and politic, (hereinafter referred to as "Subrecipient").

WHEREAS, the Grantee has received a HOME Investment Partnerships Program (hereinafter referred to as "HOME Program") grant from the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), under Title II of the Cranston-Gonzalez National Affordable Rental Housing Act of 1990, as amended (hereinafter referred to as the "Act").

WHEREAS, the Grantee is a recipient of HOME Program funding for fiscal year 2013-2014 for use in funding eligible activities furthering established in project objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, the Grantee in accordance with its 2010-2014 Consolidated Plan and FY 2013-2014 Annual Action Plan, as amended, desires to designate Subrecipient to administer a portion of its HOME Program to provide rental assistance to homeless persons or those threatened with homelessness, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, the Subrecipient is designated to carry-out all actions necessary to implement the HOME Program objectives of providing and preserving affordable housing to eligible lower income individuals and households; and

WHEREAS, to further its goal to provide funding for the homeless and those threatened with homelessness within the City of Fresno, the Grantee desires to provide the Subrecipient with a One Million Dollar ($1,000,000) grant to implement the Tenant Based Rental Assistance Program ("TBRA")

WHEREAS, pursuant to City Resolution No. 2013-104, the City Manager is authorized to execute, on behalf of the Grantee, HOME agreements that are within available allocated HOME funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Subrecipient Activities

In accordance with federal HOME Program regulation 24 CFR §92, Subrecipient agrees to utilize funds made available under this Agreement for the purpose of implementing the Program for homeless persons in accordance with the definitions and requirements of the HOME Program and this Agreement as described in the Scope of Services and Budget set forth in Exhibits "A." and "B" respectively.

The Subrecipient will be responsible for administering the TBRA ("Program") in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the HOME program:

1. Assist eligible households with rent payments payable to the property owner(s), or the property owner representative(s), or property management company, hereinafter referred to as "landlord(s)", on behalf of the eligible resident experiencing homelessness during the City's FY 2014-15 and FY 2015-16 Annual Action Plan program years.

2. Provide rental assistance in the form of security deposit move-in assistance and monthly subsidized housing assistance to approximately 50 eligible residents with incomes from extremely low-income to very-low incomes.

3. Target rental program assistance to extremely low to very low-income individuals/households who are:

   a) Persons that are homeless; or
   b) Persons that are at risk of homelessness.

4. Maintain client files and documentation of program eligibility.

B. Grantee Activities

Grantee will oversee Subrecipient's administration of the Program to ensure compliance with any standards required as a condition of providing HOME Program funds. Grantee will also perform the following activities under the Program:

1. Administer the TBRA Program, in conjunction with the City of Fresno FY 2013-2014 Annual Action Plan;

2. Adhere to the written program procedures attached hereto as Exhibit A – City of Fresno HOME TBRA Program Procedures.

3. Review and monitor for Programcompliance and efficiency.

4. Manage and remit all reimbursement requests.

5. Report to HUD via the Integrated Disbursement Information System (IDIS), using, in part, data provided by Subrecipient.

6. Monitor all Subrecipient activities to ensure compliance with the terms of the Agreement and all HOME requirements.

C. Program Objectives

Grantee has determined, and Subrecipient certifies, that the activities carried out under this Agreement further the policy and intent of the HOME Program goals and objectives.

D. Performance Monitoring

Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of November, 2014 and end on the 31st day of December, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of HOME funds or other HOME assets, including Program Income.

III. BUDGET

Grant funds shall be disbursed to reimburse Subrecipient in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein, provided that the specific line item amounts in said Budget may be varied, added and/or stricken, and further provided that in any event total Grant funds disbursed in pursuit of said Budget shall not exceed in the aggregate the lesser of One Million Dollars ($1,000,000) or Grantee's available and allocated HOME Funding during the term hereof.

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

Subrecipient's sole source of compensation hereunder will be in the form of a grant of HOME funds as described herein.It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed One Million Dollars ($1,000,000). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Subrecipient shall use the funds provided by Grantee solely in pursuit of providing rental assistance to the targeted population.

All funds are paid contingent upon Subrecipient's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured HOME funding shall be returned to the Grantee within thirty (30) days of the earlier of termination of this Agreement or notice by Grantee. Any interest earned or received by the Subrecipient thereon shall be remitted to the Grantee.

Subrecipient understands and agrees that the availability of HOME Funds is subject to the control of HUD, or other federal agencies, and should the HOME Funds be encumbered, withdrawn or otherwise made unavailable to Grantee, whether earned by or promised to Subrecipient, and/or should Grantee in any fiscal year hereunder fail to allocate said Funds, Grantee shall not provide said Funds unless and until they are made available for payment to Grantee by HUD and Grantee receives and allocates said Funds. No other funds owned or controlled by Grantee shall be obligated under this Agreement to the Project(s).

V. NOTICES

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

Communication and details concerning this Agreement shall be directed to the following representatives:

Grantee	Subrecipient
City of Fresno Development and Resource Management Department/Housing & Community Development Division Attn: Crystal Smith 2600 Fresno Street Room 3076 Fresno, CA 93721	Fresno Housing Authority Attn: Tracewell Hanrahan, Deputy Director 1331 Fulton Mall Fresno CA 93721

VI. GENERAL CONDITIONS

A. Implement of Project

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify the Grantee in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the Grantee within forty-five (45) days of said official notification.

B. Debarment

Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

C. General Compliance

The Subrecipient agrees to comply with any applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including but not limited to: the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnerships Program (HOME) including subpart H of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 92.352 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws,

regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

D. "Independent Contractor"

In furnishing the services provided for herein, Subrecipient is acting solely as an independent contractor. Neither Subrecipient, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of Grantee for any purpose. Grantee shall have no right to control or supervise or direct the manner or method by which Subrecipient shall perform its work and functions. However, Grantee shall retain the right to administer this Agreement so as to verify that Subrecipient is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Subrecipient and Grantee. Subrecipient shall have no authority to bind Grantee absent Grantee's express written consent. Except to the extent otherwise provided in this Agreement, Subrecipient shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Subrecipient and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Grantee's employees. Subrecipient shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Subrecipient shall be solely responsible, indemnify, defend and save Grantee harmless from all matters relating to employment and tax withholding for and payment of Subrecipient's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Grantee employment benefits, entitlements, programs and/or funds offered employees of Grantee whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Subrecipient may be providing services to others unrelated to Grantee or to this Agreement.

E. Indemnification

To the furthest extent allowed by law including California Civil Code section 2782, Subrecipient shall indemnify, hold harmless and defend Grantee and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and

property damage) incurred by Grantee, Subrecipient or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Subrecipient's obligations under the preceding sentence shall apply regardless of whether Grantee or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of Grantee or any of its officers, officials, employees, agents or volunteers.

If Subrecipient should contract or subcontract all or any portion of the work to be performed under this Agreement, Subrecipient shall require each Subrecipient and/or subcontractor to indemnify, hold harmless and defend Grantee and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

F. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

G. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements set forth in 24 CFR 84.31 and 84.48. The Subrecipient shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

H. Recognition

The Subrecipient shall acknowledge the contribution of the HOME Program in all published literature, brochures, programs, flyers, etc., during the term of this Agreement. The Subrecipient shall also insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Sub-Contracts

Any work or services subcontracted by Subrecipient shall be specified by written contract or agreement, and such subcontracts shall be subject to each provision of the Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution by the Subrecipient of any subcontract hereunder,

such subcontracts must be submitted by the Subrecipient to the Grantee for its review and approval, which will specifically include a determination of compliance.

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards established by the City, State and HUD. Reimbursements for such services will be made at the Subrecipient's cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the Subrecipient or reimbursed by the City without prior written approval.

J. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

K. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by 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, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

L. Fiscal Limitations

HUD may in the future place programmatic or fiscal limitation on HOME funds not presently anticipated. Accordingly, the Grantee reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, the Grantee may reduce the Allocated Funding of this Agreement, and may, at its sole discretion, limit the Subrecipient's authority to commit and spend funds. Where HUD has directed or requested the Grantee to implement a reduction in funding, with respect to funding for this Agreement, the City Manager, or his/her Designee, may act for the Grantee in implementing and effecting such a reduction in revising the Agreement for such purpose. The City Manager or his/her Designee may act for the Grantee in suspending the operation of this Agreement for up to sixty (60) days, upon three (3) days' prior written notice to the Subrecipient of his/her intention to so act. In no event, however, shall any revision made by the Grantee affect expenditures and legally binding commitments made by the Subrecipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Subrecipient shall further adhere to any other accounting requirements included in this Agreement or the Program Manual.

2. Cost Principles

Subrecipient shall administer its program in conformance with The Cost Principles contained in A-122, "Cost Principles for Non-Profit

Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records of individual client files including but not limited to documentation: the assessment of homelessness or threatened homelessness; documentation of income eligibility; and housing placement.

b. Financial records and other records necessary to document compliance with Subpart H of 24 CFR Part 92.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date the Grantee prepares the Certificate of Completion. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over HOME funds, including Program income.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall promptly remit to the Grantee all Program income (as defined at 24 CFR 92.504(c)(2)(ii)) generated by activities carried out with HOME funds made available under this Agreement.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses when needed by the Subrecipient for payment of eligible costs, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

2. Travel

The Subrecipient shall not use any HOME funds for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use of HOME funds under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 92.504(c)(2)(vii), as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any HOME funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Any real property acquired by Subrecipient for the purpose of carrying on the projects stated herein, and approved by the Grantee in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR part 24, shall be subject to the provisions of the HOME regulations including, but not limited to, the provision on use and disposition of property.

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VIII. RELOCATION

If and to the extent that construction of the proposed Project results in the permanent or temporary displacement of residential tenants, home-owners or businesses, Subrecipient shall comply with all applicable local, state, and federal statutes and regulatory with respect to relocation planning, advisory assistance and payment of monetary benefits. Subrecipient shall notify the Grantee and prepare a Relocation Plan in accordance with 49 CFR Part 24. HOME funds are an eligible source to provide relocation benefits.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable City, State and Federal guidelines including, but not limited to Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment, contracting opportunities, programs and activities, laws, regulations, and executive orders referenced in Subpart F Section 282 of Title II of the Cranston Gonzales National Affordable Housing Act, as amended

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Affirmative Marketing

Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Marketing Plan as set forth in 24 CFR 92.351(a).

2. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, as applicable.

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

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

7. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The

Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial

assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor

organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient shall disclose any and all actual or potential conflicts of interest with Grantee. Furthermore, Subrecipient shall ensure that any subcontractor also discloses any and all actual or potential conflicts of interest with the Grantee. Both Subrecipient and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "C".

The Subrecipient further agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the

HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 92.257(a)(2) such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 35. Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

XII. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

XIV. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

XV. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

XVI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. . This Agreement may be modified or amended only by written instrument duly authorized and executed by both Grantee and Subrecipient.

XVII. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

XVIII. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

XIX. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XX. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

XXI. NO THIRD-PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by Subrecipient shall have any rights hereunder and shall look to Subrecipient as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against Grantee under any circumstances. Except as provided by law, or as otherwise agreed to in writing between Grantee and such person, each such person shall be deemed to have waived in writing all right to seek redress from Grantee under any circumstances whatsoever. Subrecipient shall include this paragraph in all contracts/subcontracts.

XXII. NO WAIVER

Neither failure nor delay on the part of the Grantee in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or

consent to any departure by the Subrecipient there from shall be effective unless the same shall be in writing, signed on behalf of the Grantee by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Subrecipient in any case shall entitle the Subrecipient to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the Grantee's right to take other or further action in any circumstances without notice or demand.

XXIII. NON-RELIANCE

Subrecipient hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on Grantee, it agents, employees or attorneys in entering into this Agreement.

XXIV. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

XXV. RECORDING OF DOCUMENTS

Subrecipient agrees to cooperate promptly in any manner required at Grantee's request, with the recordation of documents/instruments consistent with this Agreement in the Official Records of Fresno County, California. Said cooperation includes but is not limited to correction of errors in documents and witnessed execution thereof.

XXVI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

/ / /

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO

Bruce Rudd, City Manager
(Attach notary certificate of acknowledgment)

Date: 10/27/14

FRESNO HOUSING AUTHORITY

Preston Prince, Executive Director
(Attach notary certificate of acknowledgment)

Date: 10/7/14

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Deputy City Clerk

Date: Oct 31, 2014

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

Tracy Parvanian, Deputy City Attorney

Date: 10.21.14

CITY:
City of Fresno, a municipal corporation
Development and Resource
Management Department, Housing
and Community Development Division
2600 Fresno Street Room 3076
Fresno, CA 93721

Subrecipient:
Fresno Housing Authority
Preston Prince, Executive Director
1331 Fulton Mall
Fresno, CA 93721

Attachments:
Exhibit A – Project Description and Scope of Services
Exhibit B – Budget
Exhibit C - Disclosure of Conflict of Interest

EXHIBIT "A"

PROJECT DESCRIPTION AND SCOPE OF SERVICES

PURPOSE

The purpose of the Tenant Based Rental Assistance (TBRA) Program is to provide rental housing assistance to extremely low and very low-income persons or households that are homeless, threatened with homelessness, or those transitioning from a homeless housing assistance program.

PROGRAM OVERVIEW

TBRA provides rental housing assistance to low income households whose income levels limits access to market rent housing. The assistance is available to individuals and families and allows clients to select the housing unit that best provides acceptable space, quality of housing, and access to neighborhood services. TBRA assistance is limited to:

- Household incomes at or below 60% of the area median income (AMI);
- Only those persons listed on the application and lease;
- Two years of assistance;

A. Eligible Activities and Payment Standards

The following activities are eligible under TBRA:

- Rent of a residential dwelling that meets the Housing Quality Standards (HQS);
  - Minimum rent charged set at $50.00
  - Maximum rent charged cannot exceed 30% of the client's adjusted income. TBRA will cover the gap between the client's minimum payment and the actual cost of rent plus utilities TBRA will cover the gap between a household's rent portion and actual cost of rent plus utilities.
  - Security deposits
  - Utility deposits
- Rent charges cannot exceed HUD's Fair Market Rent Limits.

B. Ineligible Activities

The following activities are ineligible to TBRA:

- Duplicate existing rental assistance programs that already reduce a client's rent payment;
- Assisting a resident owner;
- Preventing displacement or relocation as a result of activities other than the HOME Program;
- Provide overnight or temporary shelter to homeless persons;

- Used with existing HOME Investment Partnerships developments currently under a mandated affordability period.
- Commitments to specific owners for specific projects.
- Assistance to resident owners of cooperative housing that qualifies as home ownership housing;

C. Location

For TBRA assistance to be rendered, rental property must be located within the City of Fresno. The program allows for client choice and movement to a unit that best suits the needs of the household, as such the housing subsidy remains with the client as long as the chosen unit is located within the City of Fresno. Assistance cannot be transferred out of the City of Fresno limits.

D. Record Retention

All records must be retained for five years after final rental assistance is provided.

E. Marketing

Agency must establish how potential applicants will be notified and selected for the TBRA program. Description should include:

- Local preferences (i.e. homeless and score of "0" or "1" on the Vulnerability Index, or transitioning from a homeless housing assistance program, and implementation of self-sufficiency programs
- Where applications are available and how they are submitted
- Agency steps to reach applicants who are least likely to apply
- Outreach to property owners

Marketing Description – Purpose of TBRA funding is to provide stable, permanent housing for a limited period for those individuals/families that are homeless with highest aptitude for maintaining housing after assistance ends. Opportunities to complete a Vulnerability Index will occur throughout the City of Fresno during focused street outreach and engagement events on a periodic basis. In addition, member agencies of the Fresno Madera Continuum of Care will have ability to refer clients to this program. Upon verification of homelessness and/or participation in homeless housing assistance program and Vulnerability Index score, client will be notified via phone and/or street outreach of inclusion in the program. In addition, City of Fresno and related partners will perform outreach to community members, apartment owners and rental associations.

F. FAIR HOUSING

The following information should be included in marketing and agreements with the landlords/owners.

Non-Discrimination: The Agency or landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

G. Tenant Selection

All applicants must be screened and selected through a fair, written and public process.

1. **Applications:** Obtain a written application to determine eligibility. Application will include the following information: income, household, program rules and policies, complaint and grievance procedures, rent standards, rent calculation form, income limits and adjustments, demographic, family composition, verification of homelessness, prior program participation and Vulnerability Index score.

2. **Residency Eligibility:** Tenants must be residents of the city of Fresno.

3. **Eligibility:** Eligibility will be determined upon admission to the program. Thereafter review of eligibility including, income verification, will occur at annual re-examinations. Where a family experiences a change in household composition and/or income between annual re-examination, the Fresno Housing Authority will process an interim re-examination. The family is required to report all changes in household composition and/or income to the Fresno Housing Authority within 10 calendar days of the occurrence.

   Should an applicant have income above 50% of AMI at annual re-examination, rental assistance will cease. However, the applicant will remain on the program for 180 days.

4. **Waiting list:** All clients will be complete an application including documentation of homelessness, inclusion in homeless housing assistance program and Vulnerability Index score. Said applicants will be placed on a Preliminary Wait list. When openings in the program occur, applicants will be selected from the Preliminary Wait list via lottery. All attempts will be made to reach individuals selected including street outreach, message boards dedicated to homeless individuals and communication with agency partners. Should a client not respond to all summonses, the name will be placed back on the Preliminary Wait list.

5. **Fresno First Steps Home (FFSH) participants:** A portion of the HOME TBRA certificates will be set aside for FFSH participants to prevent a return to homelessness after significant stabilization. Eligibility criteria for referral will be developed by the referring agency in conjunction with HACF.

H. Notification

Prospective tenants must be notified in writing regarding the outcome of their application. Requirement extends to all unsuccessful applicants as well as selected

tenants. It is noted that as some prospective tenants are homeless, there may be no valid address with which to communicate. As such all attempts will be made to contact the client – street outreach conducted to last known place and places where homeless congregate and outreach to varying agency partners regarding whereabouts.

I. Rental Assistance Certificate

Upon admission into the TBRA program, prospective tenants are issued a Rental Assistance Certificate which authorizes households to begin the search for appropriate housing. At the time the coupon is issued a meeting explaining the responsibilities of each party and the impact of the housing choice upon the payment. The certificate should include:

- Agency name
- Household name
- Unit size
- Date issued
- Location restrictions
- Expiration date
- Estimated rent calculation based on tenant income
- Tenant requirements
- Agency processes and responsibilities
- Security Deposit Policy
- Owner/landlord requirements
- Length of assistance
- Equal housing opportunity statement

J. INCOME ELIGIBILITY AND SUBSIDY AMOUNTS

A three step process is used to arrive at the maximum subsidy amount.

- Income Determination
- Calculating Adjusted Income
- Total Tenant Payment Calculation

K. Income Determination Process

Agencies will use the Annual Income as Defined in 24 CFR Part 5, to determine TBRA income eligibility. This is also referred to as Part 5 Annual Income; and was based on the Section 8 model. The income definition is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

Program participants will provide proof of income (such as wages or governmental benefits) at enrollment and each time household income changes. A copy of the proof of income or self-declaration of no income is stored in the program participant file.

L. Calculating Adjusted Income

After gross income is determined, calculation for the "adjusted income" as defined in 24 CFR 5.611 is used to determine total tenant payment (TTP), which is a measure of a household's ability to pay housing costs.

M. Total Tenant Payment Calculation

The TTP is the final calculation used to determine the Agency's subsidy and tenant's share of rent under a HOME-funded TBRA program. Resident rents are calculated by using annual incomes and applying standard allowances for dependents, childcare, disabilities and medical expenses and based upon established HUD guidelines, Notice CPD-96-03.

If all utilities are included in the rent, the tenant's entire share of housing costs goes directly to the landlord. If utilities are paid separately, the Agency must make utility reimbursements to the household whenever the household's share of housing costs is insufficient to cover expected utility costs. Agencies must use the utility allowance established by the local Housing Authority.

N. Maximum Income

Family income must not be above 50% adjusted median income (AMI) on admission and recertification. Income limits are established by household size and revised annually by the Department of Housing and Urban Development.

O. UNIT SELECTION/APPROVAL

Upon admission into the TBRA program, prospective tenants are issued a Coupon (described above) along with a Request for Unit approval. This document must be completed and forwarded to the Agency to trigger the housing quality inspection.

P. Unit Inspections

Prior to completing the lease or making any payments, a unit must be inspected to meet the housing quality standards (HUD-52580).

- Unit must meet housing quality standards (HQS) before tenancy and at least annually. Complete records of certification, inspections, and follow-up actions must be kept in the client's files.

Q. Occupancy Standards

HUD has established occupancy standards that comply with the HQS requirements and how the number of bedrooms needed by the household will impact the unit size and subsidy. The following basic standards can be modified to take into consideration specific household composition and circumstances (i.e., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.). Occupancy standards are used to provide consistent criteria for determining the unit size for which

the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions.

- No more than two persons are required to occupy a bedroom;
- Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
- Children of the same sex (regardless of age) and couples co-habiting (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing coupon;
- A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member.
- Individual medical problems (i.e., chronic illness) sometimes require either separate bedrooms for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment;
- In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military.

R. Ownership - Units maybe privately or publicly owned.

S. Rent Reasonableness

Rent for each unit must be determined to be reasonable when compared to unassisted units.

T. Rent Increases

Any rent increased must be approved by the Housing Authority. Individuals will be asked to provide documentation from the landlord about rent adjustments. Adjustment of the subsidy may be recalculated providing rent amounts continue to maintain the Fair Market Rent standards for the area.

U. Landlord-Tenant Law

Tenants should receive a user-friendly copy of the Landlord-Tenant Law and be informed on how to use this law when problems arise. Copies of signed receipt of the landlord-Tenant Law should be included in the individual's file.

V. Lead Based Paint

Tenants will be notified of the potential presence and hazard of lead. All individuals receiving tenant-based rental subsidies will receive a copy of the Environmental Protection Agency brochure titled "Protect Your Family from Lead in Your Home". A signed receipt of the copy should be maintained in the individual's file. EPA Disclosure Requirements for All Leased Housing Built Before 1978.

W. Lease Addendum

Terms: Initially one year, with a month to month renewal at expiration, for a period no longer than two (2) years of assistance. Throughout the assistance period, FH retains the right to terminate assistance as detailed below.

X. Un-allowable terms in lease

The lease between the owner and the tenant may not contain the following:

- Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. However, the owner may dispose of personal property left by a tenant in accordance with state law;
- Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- Agreement by the tenant to waive any right to a trial by jury;
- Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses. See Attached Form 13 – Lease Addendum.

AGREEMENT WITH PROPERTY OWNER/LANDLORD

The Housing Authority should have an agreement with the property owner/landlord providing information regarding terms, amounts, security deposit fair housing and termination.

TERMINATION

Agency must notify tenant in writing when terminating tenant assistance. Agency must follow landlord tenant rules of the State of California:

1. **End of Assistance Time Period:** Provide notice in writing to tenant and landlord.
2. **Property Owner Termination:** If a property owner terminates the tenancy through no fault of the tenant, and the tenant is still eligible for assistance, the Agency will work to find another unit.

3. **Tenant Caused Eviction:** If tenant is evicted due to breaking the lease or participating in illegal activities, the agency is under no obligation to continue to provide rental assistance.
4. **Tenant Moves**: Tenant moves are accommodated only on rare instances such as family size or job change.

SELF-SUFFICIENCY PROGRAMS

Agreements for self-sufficiency services must be in a separate agreement signed by the Housing Authority and the participant.

UTILITIES

1. **Utility Costs:** Utilities costs are included in the fair market rental calculation. Agencies must use the utility allowance established by the Housing Authority of the City of Fresno. The rents must be reduced for tenant paid utilities.

BENCEFICIARY DATA / RECORDS

- Housing Authority will track TBRA tenants, rents and occupancy data and submit to the City of Fresno with each invoice.
- Each agency will maintain a Microsoft Excel reporting checklist format provided by City of Fresno that includes:
  - Individual's name
  - Individual's date of birth
  - Receiving case management
  - Financial eligibility
  - Rent below FMR
  - HQS Inspection completion date
  - Lead based paint inspection
  - Lease in file
  - Amount of subsidy
  - Rental start date

REQUIRED DOCUMENTATION

Note: all forms must have signatures.

All forms must be signed by relevant party at the time of submission.

Agencies receiving HOME funding are required to maintain adequate documentation of the eligibility of persons served using the HUD, Community Planning and Development, Office of Affordable Housing Programs, Tenant Based Rental Assistance Guidelines –A HOME Program Model, January 1997.
Records will be retained for five years after final rental assistance is provided.

- Application
- Coupon (rent calculation)
- Income verification and subsidy calculations

- Notice of eligibility or ineligibility to prospective applicants
- Rent Reasonableness
- HQS Inspection Checklist
- Tenant, Rents and Low-Income Occupancy Data
- Lead Based Paint Inspection Report – (Units built before 1978)
- Lease and addendums
- Agreement with owner/landlord
- Case management records
- Notice of end of rental assistance to both tenant and landlord/property owner

Final FY 2014 FMRs By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
$630	$665	$827	$1,162	$1,356

http://www.huduser.org/portal/datasets/fmr/fmrs/FY2014_code/2014summary.odn

ATTACHMENT LIST

Form 1 – 2014 HUD Income and Rent Limits

Form 2 – Sample Outreach and Tenant Selection

Form 3 – Sample TBRA Application

Form 4 – Sample HOME Rental Assistance Coupon

Form 5 – Subsidy Calculation Worksheets.xls

Form 5a– Subsidy Calculation Worksheets (Annual Income Tab)

Form 5b– Subsidy Calculation Worksheets (Adjusted Income Tab)

Form 5c– Subsidy Calculation Worksheets (Total Tenant Payment Tab)

Form 6 – Sample Request for Unit Approval

Form 7 – HUD HQS Inspection Checklist

Form 8 – Lead-Based Paint Visual Inspection Report

Form 9 – Rent Reasonableness Certification

Form 10 – Landlord Tenant Law Brochure

Form 11 – Lead Based Paint Brochure

Form 12 – Lead Based Paint EPA Disclosure Form

Form 13 – Lease Addendum

Form 14 – Sample TBRA Rental Assistance Contract

Form 15 – Tenant Rents and Low Income Occupancy

EXHIBIT "B"

BUDGET

Rental Assistance	50 participants – 24 months	$850,000
Utility/Security Deposits	60 participants	$50,000
Admin Costs – 2 years Program Manager Program Supervisor Housing Coordinator Financial Analyst Leasing Costs	 .05 FTE .10 FTE .10 FTE .05 FTE	$100,000
Total		$1,000,000

EXHIBIT "C"

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1.	Are you currently in litigation with the City of Fresno or any of its agents?		X
2.	Do you represent any firm, organization or person who is in litigation with the City of Fresno?		X
3.	Do you currently represent or perform work for any clients who do business with the City of Fresno?		X
4.	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City, or in a business which is in litigation with the City?		X
5.	Are you or any of your principals, managers or professionals, related by blood or marriage to any City employee who has any significant role in the subject matter of this service?		X
6.	Are you employed by any other jurisdictions or agencies?		X

* If the answer to any question is yes, please explain in full.

Preston Prince, Executive Director
Fresno Housing Authority

CALIFORNIA

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of **FRESNO**

On **October 7, 2014**, before me, **TIFFANY B. MANGUM**, Notary Public, personally appeared, **PRESTON PRINCE**,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TIFFANY B. MANGUM
Commission # 1956405
Notary Public - California
Fresno County
My Comm. Expires Oct 14, 2015

Signature of Notary Public

(Notary Seal)

Description of the Attached Document (*optional*)

HOME Investment Partnerships Program

Title or description of attached document

Number of Pages _____ Document Date _____

TBRA

(Additional Information)