



**HOME Investment Partnerships Program
City of Chula Vista**

**Tenant Based Rental Assistance Program &
Security Deposit Assistance Program**

**By and between the
City of Chula Vista
And**



This Contract by and between the City of Chula Vista (hereinafter referred to as "City"), and the [redacted] (hereinafter referred to as "Subrecipient") to administer a Tenant Based Rental Assistance and Security Deposit Program funded with HOME Investment Partnerships Program funds, is effective on _____ ("Effective Date").

WITNESSETH:

WHEREAS, there has been enacted into law the HOME Act, Title II of the Cranston-Gonzalez National Affordable Housing Act, creating the HOME Investment Partnerships Program that provides funds to expand the supply of affordable housing for very low-income and low-income persons; and

WHEREAS, the City, is authorized to apply for and accept HOME Investment Partnership funds; and

WHEREAS, the City incorporated a Tenant Based Rental Assistance program described in Attachment "A" hereof (hereinafter referred to as the "Project") into the City's Community Development Block Grant/HOME Investment Partnership/Emergency Shelter Grant Annual Funding Plan which was submitted to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has approved the City Annual Funding Plan for HOME Investment Partnerships funds, and

WHEREAS, the City Council via Resolution Number 2017-[redacted] approved funding for a Tenant Based Rental Assistance Program described in Attachment "A" here of (hereinafter referred to as the "Project") on June 20, 2017; and

WHEREAS, it is the desire of the Subrecipient and the City that the project be implemented by the Subrecipient, and

WHEREAS, the Subrecipient shall undertake the same obligations to the City with respect to the Project in the City's aforesaid Annual Funding Plan for participation in the HOME Investment Partnerships Program;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- I. **TENANT BASED RENTAL ASSISTANCE PROGRAM:** The Subrecipient shall implement the scope of work ("Scope of Work") described in Attachment A, hereof fully and in accordance with the terms of the Annual Funding Plan approved by the City and submitted to HUD in application for funds to carry out the Project and the Certifications which were submitted concurrently with the Annual Funding Plan. The Annual Funding Plan and Certifications form is hereby incorporated by reference into this contract fully as if set forth herein.

- II. **WORK TO BE PERFORMED:** Subrecipient shall also undertake the same obligations to the City that the City has undertaken to HUD pursuant to said Annual Funding Plan and Certifications. The obligations undertaken by the Subrecipient include, but are not limited to, the obligation to comply with the current and most up-to-date version of each of the following:
 - A. Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. § 12704;
 - B. Regulations of the Department of Housing and Urban Development relating to HOME Investment Partnerships program (24 CFR 92.1, *et seq.*);
 - C. Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the HOME Investment Partnerships program (24 CFR 92.352);
 - D. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d); Title VII of the Civil Rights Act of 1968 (Public Law 88-352); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 USC § 3601, *et seq.*); Section 109 of the Housing and Community Development Act of 1974; Executive Order 11246 (equal employment opportunity); Executive Order 11063 (non-discrimination), as amended by Executive Order 12259; and any HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

E. All section 3 covered contracts shall include the following clause (referred to as the "section 3 clause"):

i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135.1, *et seq.*, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with Part 135 regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subSubrecipient is in violation of Part 135 regulations. The Subrecipient will not subcontract with any subSubrecipient where the Subrecipient has notice or knowledge that the subSubrecipient has been found in violation of the regulations in 24 CFR 135.1, *et seq.*.

v. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the Part 135 regulations require employment opportunities to be directed, were not filled to circumvent the

Subrecipient's obligations under 24 CFR Part 135.

vi. Noncompliance with Part 135 regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450e](#)) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- F. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, *et seq.*, and regulations adopted to implement that Act in the 49 CFR Part 24;
- G. Office of Management and Budget ("OMB") Circular A-122 entitled "Cost Principles for Non-Profit Organizations"; OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations"; and OMB Circular A-110 entitled "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
- H. 24 CFR 92.503 concerning program income, repayments, and recaptured funds" of the HOME Regulations. Any program income earned by Subrecipient in carrying out the activities of this contract shall be returned to the City. Upon expiration of this agreement, Subrecipient shall transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds;
- I. 24 CFR 92.252 or 92.254, as applicable, concerning affordability provisions of the HUD regulations relating to the HOME Investment Partnerships Program. Repayment of any funds to the City is required if the housing does not meet the affordability requirements for the specified time period;
- J. The following laws and regulations relating to preservation of historic places: the National Historic Preservation Act of 1966 (Public Law

89-665); the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291); and Executive Order 11593;

- K. The Labor Standards Regulations set forth in 24 CFR 92.354;
- L. Prevailing wage requirements as set forth in Labor Code Section 1720;
- M. The Hatch Act relating to the conduct of political activities (5 U.S.C. §§ 1502, *et seq.*);
- N. The Flood Disaster Protection Act of 1974 (42 U.S.C. § 4106 and the implementing regulations in 44 CFR Parts 59-79);
- O. The Rehabilitation Act of 1973 (Public Law 92-112) as amended, including Section 504 which relates to nondiscrimination in federal programs and HUD Regulations set forth in 24 CFR Part 8;
- P. The Clean Air Act (42 U.S.C. § 7401, *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*) and the regulations adopted pursuant thereto (40 CFR 6.100, *et seq.*);
- Q. The Drug-Free Workplace Act of 1988 (Public Law 100-690);
- R. The Lead-Based paint Poisoning Prevention Act, the Residential Lead-Base Paint Hazard Reduction Act of 1992, and implementing regulations at 24 CFR 35.80, *et seq.*;
- S. No member, officer or employee of the Subrecipient, or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- T. The Subrecipient certifies, that in accordance with Section 319 of Public Law 101-121, to the best of his or her knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

ii. 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, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- U. The Subrecipient will adopt an affirmative marketing plan in accordance with 24 CFR 92.351 if the housing being funded contains five or more units.
- V. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151, et seq.);
- W. The bonding requirements described in 24 CFR 85.36 required for construction or facility improvement contracts or subcontracts that exceed the simplified acquisition threshold (defined at 41 U.S.C. 403(11)). These requirements are further described in Attachment B, if applicable, which is attached hereto and incorporated by reference.

III. **COMPLIANCE WITH LAWS:** Subrecipient shall comply with all applicable local, state, and federal laws, regulations, and ordinances when performing when performing the work required by this Subrecipient.

IV. **COMPENSATION:** City shall reimburse Subrecipient for the management and implementation of a rental assistance and security deposit assistance costs it incurs under this Contract, not to exceed a maximum reimbursement of **\$300,000.00**. Subrecipient shall not submit claims to the City nor shall City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this Contract.

V. **COMPENSATION SCHEDULE:** City shall pay Subrecipient monthly progress payments upon certification and submittal by Subrecipient of a statement of actual expenditures incurred, provided, however, that not more than 90% of the total agreed compensation will be paid during the performance of this Contract. The balance due shall be paid upon certification by Subrecipient that all of the required services have been completed. Payment by City is not to be construed as final in the event HUD disallows reimbursement

for the project or any portion thereof. The 10% retention will not apply to acquisition or service contracts.

VI. **EXPENDITURE STANDARD:** In order to insure effective administration and performance of approved HOME Investment Partnerships Grant Projects and to meet HUD performance standards, Subrecipient agrees that it shall expedite implementation of the project described herein.

VII. **TERM:** This contract shall commence when executed by the parties and shall continue in effect until terminated as provided herein or until Subrecipient has carried out all its obligations under the contract. Services of the Subrecipient shall start on the [REDACTED] day of [REDACTED], 2017 and end on the 30th day of June of 2019. With City approval, the term of this Agreement and the provisions herein shall be extended to cover any additional time period needed to expend the project HOME funds.

VIII. **TERMINATION FOR CONVENIENCE:** The City may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.

IX. **AUTOMATIC TERMINATION:** This Contract shall terminate at the discretion of the City if the United States Government terminates the HOME Investment Partnerships Grant Program or terminates the Project, which is the subject of this Contract, upon Subrecipient's satisfactory completion of the objectives set forth in the Scope of Work as determined by City, or that the City, in its sole and unfettered discretion, determines that United States Government funding of the project that is the subject of this Contract is insufficient to continue the project.

X. **TERMINATION OF CONTRACT FOR CAUSE:**

In accordance with 24 CFR Part 85.43, if Subrecipient fails to fulfill in a timely and proper manner its obligations under this contract to undertake, conduct or perform the Project identified in this Contract, or if Subrecipient violates any state laws or regulations or local ordinances or regulations applicable to implementation of the Project, or if Subrecipient violates any provisions of this contract, City shall have the right to terminate this contract by giving at least ten (10) days' written notice to Subrecipient of the effective date of termination. Even if City terminates the Agreement, Subrecipient shall remain liable to City for all damages sustained by Subrecipient due to Subrecipient's failure to fulfill any provisions of this Contract, and City may withhold any reimbursement payments from Subrecipient for the purpose of set-off until the exact amount of damages due to City from Subrecipient is determined. Subrecipient hereby expressly waives any and all claims for damages for compensation arising under this contract except as set forth in this section in the event of such termination.

XI. **CONTRACT ADMINISTRATION:** The Housing Manager, or his/her designee of the City of Chula Vista, shall administer this Contract on behalf of the City. The [REDACTED] shall administer this contract on behalf of the Subrecipient. Within a reasonable time after the City makes a request, Subrecipient shall

give the City progress reports or other documentation as required by the City's Administrator to audit Subrecipient's performance of this Contract.

XII. **RECORDS AND REPORTS:** The Subrecipient shall maintain records and make such reports as required by the City's Administrator, to enable the City to analyze Subrecipient's project. All records of the Subrecipient related to this Contract or work performed under this Contract shall be open and available for inspection by HUD and/or City auditors during normal business hours.

XIII. **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 after the final draw and all reporting, and until the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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.

XIV. **DATA:** The Subrecipient shall maintain data demonstrating eligibility (low-moderate income data) for Tenant Based Rental Assistance applicants and participants. Such data shall include, but not be amount of assistance, eligibility, waiting list, work performed, and a description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

XV. **DISCLOSURE:** The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the state of Federal law privacy laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Subrecipient shall have applicant signed a City release of information (Attachment H).

XVI. **QUARTERLY REPORTS/ANNUAL REPORT**

Subrecipient shall provide the City with a quarterly report, submitted no later than fifteen (15) days after the last day of the previous quarter, which includes a narrative of the services provided, progress towards meeting the timeline goals stated in the contract, and an itemized accounting of the expenditures of HOME funds during the previous quarter. Failure to submit quarterly reports in a timely manner will result in withholding of HOME funds until the report has been submitted.

- Quarterly Performance Report due dates are: October 16, January 15, and April 16
- Annual Performance Report (CAPER) due date is: July 16

XVII. **INDEMNIFICATION:** City shall not be liable for, and Subrecipient shall defend and indemnify City and its officers, agents, employees and volunteers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, Claims), which arise out of or are in any way connected with the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Subrecipient or its officers, employees, agents, Subrecipients, licensees or servants, including without limitation, Claims caused by the concurrent act, error, omission or negligence, whether active or passive, of City, and/or its agents, officers, employees or volunteers. However, Subrecipient shall have no obligation to defend or indemnify City from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City or its agents or employees.

Subrecipient and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend (with counsel selected by City) reimburse and hold City and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss, including attorneys' fees, consultants' fees, and experts' fees which arise during or after the contract term for any losses incurred in connection with investigation of site conditions, or any cleanup, remedial, removal or restoration work required by any hazardous materials laws because of the presence of hazardous materials, in the soil, ground water or soil vapors on the premises, and the release or discharge of hazardous materials by Subrecipient during the course of any alteration or improvements of the Premises by Subrecipient, unless hazardous materials are present solely as a result of the gross negligence or willful misconduct of City, its officers, employees or agents. The indemnification provided by this section shall also specifically cover costs incurred in responding to:

- a. Hazardous materials present or suspected to be present in the soil, ground water to or under the Property before the Commencement date;
- b. Hazardous materials that migrate, flow, percolate, diffuse, or in any way move on to or under the Property following the Commencement Date; or
- c. Hazardous materials present on or under the Property as a result of any discharge, release, dumping, spilling (accidental or otherwise), onto the Property during or after the Term of this contract by any person, corporation, partnership or entity other than City.

The foregoing indemnities shall survive the expiration or termination of the contract any or any transfer of all or any portion of the Premises, or of any interest in this contract and shall be governed by the laws of the State of California.

XVIII. **AUDIT COSTS:** Subrecipient shall reimburse City for all costs incurred to investigate and audit Subrecipient's performance of its duties under the Contract if Subrecipient is subsequently found to have violated the terms of the Contract. Reimbursement shall include all direct and indirect expenditures incurred to conduct the investigation or audit. City may deduct all such costs from any amount due Subrecipient under this Contract.

XIX **ENTIRE CONTRACT:** This contract constitutes the entire agreement of the parties and supersedes any previous oral or written understandings or contracts related to the matters covered herein.

XX **MODIFICATION:** This contract may not be modified except by written amendment executed by each party.

XXI **ACKNOWLEDGEMENT OF FUNDING:** Subrecipient shall identify the City of Chula Vista as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the project. Acknowledgement of the City's funding role, for example, should be included in publicity materials related to the project. In addition, Subrecipient agrees that the City shall be apprised of any special events linked to the project so that a review can be made on what role, if any, the City would assume.

XXII **NO WAIVER:** No failure, inaction, neglect or delay by City in exercising any of its rights under this Contract shall operate as a waiver, forfeiture or abandonment of such rights or any other rights under this Contract.

XXIII **CONFLICT OF INTEREST:** In the procurement of supplies, equipment, construction, and services by Subrecipients and Sub Subrecipients, the conflict of interest provisions, Attachment O of OMB Circular A-110 and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.

- A. No member of the governing body, officers or employee of the Subrecipient, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- B. No employee, officer or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by HOME if a conflict-of-interest, either real or apparent, would be involved.
- C. The Subrecipient shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.

D. Subrecipient must maintain written standards of conduct governing the award and administration of contracts. At a minimum, these standards must:

- Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
 - The employee, officer, or agent of the Subrecipient;
 - Any member of an employee's office's or agent's immediate family;
 - An employee's, agent's, or officer's partner; or
 - Any organization which employs or is about to employ any of the above.
- Require that employees, agents, and officers of the Subrecipient neither solicit nor accept gratuities, favors, or anything of value from subSubrecipients, or parties of subagreements. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- Provide for disciplinary actions to be applied for any violations of such standards by employees, agents or officers of the Subrecipient.

XXIV. **EQUAL OPPORTUNITY**: The Subrecipient agrees to comply with all the requirements relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Subrecipient will conduct and administer the grant in conformity with 24 CFR 92.350.

XXV. **LOBBYING**: The undersigned certifies, to the best of his or her knowledge and belief that:

1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned 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.
2. 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 in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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. Code. 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 failure.

XXVI **WAIVER OF ENFORCEMENT:** No waiver by the City of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXVII **REVISIONS AND AMENDMENTS AND APPROVALS**

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Subrecipient shall not expand, enhance, commingle or add to the scope of the program, covered by the Agreement.
- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, agreed to and signed by the City and the duly authorized representative of the Subrecipient.

XXVIII **NOTICE:** Any notice of notices required or permitted to be given pursuant to this Contract shall be personally served by the party giving notice or shall be served by certified mail, postage prepaid, addressed to:

SUBRECIPIENT:

CITY:
City of Chula Vista-Development Services
Attn: Housing Manager
276 Fourth Avenue
Chula Vista, CA 91910

[Signature Page to Follow]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Subrecipient and City have executed this contract as of the date first written above.

CITY OF CHULA VISTA

Gary Halbert
City of Chula Vista City Manager

APPROVED AS TO FORM

Glen R. Googins
City Attorney

ATTEST

Donna Norris, City Clerk

SUBRECIPIENT

Employer Federal ID:
DUNS ID:



Attachments to Agreement

Attachment A – Scope of Work

Attachment B – Insurance Requirements

Attachment C – HUD Income Limits

Attachment D – Disclosure Form

Attachment E- CPD Notice Guidance on Tenant-Based Rental Assistance under the HOME Program

Attachment F- Sample Monthly Payment Authorization form

Attachment G- HOME Set up Form

Attachment H- City Release of Information

ATTACHMENT A

SCOPE OF SERVICES

1. The Subrecipient agrees to work with the City to locate and assist up to 15 low income households earning less than 50% of the Area Median income who live in the City of Chula Vista. Project shall be implemented in accordance with the provisions contained in the Federal Act, the most recent HOME Program regulations (24 CFR Part 92) and this Agreement. Subrecipient responsibilities include but are not limited to:
 - a) Providing approximately 15 HOME Tenant Based Rental Assistance (TBRA) Vouchers for an initial 12 months, which may be renewed for an additional 6 to 12 months, in accordance with Title 24, Code of Federal Regulations Section 92.209, and the Tenant Based Rental Assistance Program Administrative Plan (TBRA-AP);
 - b) Security deposit assistance (up to 1 month's rent) to City of Chula Vista HOME TBRA eligible families in accordance with the TBRA-AP;
 - c) Counsel prospective tenants regarding landlord/tenant responsibilities, methods of locating suitable units and equal housing opportunity laws;
 - d) Maintain a waiting list and administer the HOME TBRA program as stated in CPD Notice 96-07 Guidance of Tenant-Based Rental Assistance under the HOME Program (Attachment E), Building HOME Chapter 7, HOME Final Rule, and 24 CFR part 92;
 - e) Calculate and determine eligibility using the United States Department of Housing and Urban Development's Technical Guide for Determining Income and Allowances for the HOME Program;
 - f) Provide financial literacy, and other self-sufficiency services to families receiving TBRA assistance using matching funds; and

- g) Conduct Annual Eligibility Recertifications. Annual Inspections will also be required.
2. The City and/or the City's monitoring agents will monitor the performance of the Subrecipient as it relates to this Agreement on a periodic basis. City may request quarterly meetings.
 3. For each fiscal year, at 100 percent of Eligible Households assisted through HOME TBRA must be at or below 50 percent of area median income, adjusted for family size.
 - a) Eligibility is determined by comparing the household's anticipated gross annual income for the next twelve months to the income limits for the appropriate household size. (The definition of annual income as defined in Section 8 of the United States Housing Act of 1937.) Verification of income should be completed in accordance with the rule of the Section 8 Housing Choice Voucher Program.
 - b) Written certification of income eligibility must be obtained prior to occupancy. If applicants or household members that are being assisted have given false information and do not meet their family obligations, the Subrecipient must notify the City and rental assistance must be terminated.
 - c) Eligible Households who receive assistance under this Agreement must be currently on a waiting list for a Section 8 Housing Choice Voucher Program and must be transitioned from the HOME TBRA program to the Section 8 program if a Housing Choice Voucher becomes available to them.
 - d) Eligible Households who receive assistance under this Agreement must be currently on a waiting list for Public Housing and Affordable Housing.
 - e) Eligible Households must participate in family-self sufficiency services and develop a housing plan.
 4. No TBRA application shall be accepted by the Subrecipient after expiration of this contract unless otherwise extended in writing by the City, but in no event will the contract be extended beyond an additional one year.
 5. The Subrecipient is responsible for obtaining the following documentation for each Eligible Household applying to receive TBRA:
 - a) Tenant Income, asset, and criminal history certification. If applicant discloses violent or drug related criminal history, further research may be needed to determine eligibility).

- b) Signed HOME Coupon (voucher)
 - c) Request for Tenancy Approval (original)
 - d) Conduct a Rent Reasonableness certification; and
 - e) Signed Lease and Lease Addendum (copy).
6. Rental assistance under this program is **not** portable and is available to Eligible Households to rent the unit of their choice in the City of Chula Vista provided it does not already receive any form of rental assistance. The assistance is conditioned upon eligibility, issuance of a voucher, Housing Quality Standards Inspection, the execution of a Lease Addendum between the landlord/owner and the Eligible Household, and a Housing Assistance Payment contract between the landlord/owner and the City of Chula Vista.
 7. The Subrecipient will transmit to the City a Monthly Payment Authorization form (Attachment F), authorizing payment for all Eligible Households. Households that are subsequently determined to be ineligible or who have served notice they have vacated must be removed from the next monthly submittal. Subrecipient must notify the City within 10 days in the event that a tenant moves out of a TBRA assisted unit.
 8. The Subrecipient will apply its stated method of continued program participation, including annual income certification and unit inspections, as documented in their Tenant Based Rental Assistance Program Administrative Plan. If Income exceeds 50% of Area Median Income at recertification, assistance must be terminated.
 9. Assisted units may be publicly or privately owned; however, units covered under a project-based rental assistance agreement or Public Housing Authority units are not eligible.
 10. The City must perform initial and annual on-site inspections of rental housing occupied by tenants receiving HOME-assisted TBRA to determine compliance with property standards for 24 CFR Part 92.251. The City will be required to inspect units at initial occupancy and certify that the unit meets minimum HUD Housing Quality Standards (HQS). The City's Housing Assistance Payments (HAP) will not begin until the unit has passed a HQS inspection and the unit has been approved by the City of Chula Vista.
 11. The Subrecipient shall execute a Housing Assistance Payment contract with the landlord. In addition, the Subrecipient shall obtain a copy of

the signed lease agreement and Lease Addendum executed between the landlord and the tenant.

12. The Subrecipient shall maintain a waiting list of families and a written tenant selection policies and criteria that provide housing to low and very low-income families that is consistent with the City's Consolidated Plan. During the term of the contract, the preferences established by the Subrecipient must be consistent with the purpose of providing assistance to very low and low-income families and the TBRA-AP. The waiting list shall be used to fill openings based on their priority status and chronological place on the waiting list.
13. The term of the lease between the tenant and the owner must be at least for one year, unless both mutually agree in writing. The subsidy payments to the landlord under the HOME TBRA program shall not exceed **12** months from the date of initial occupancy and in no event exceed the actual period of occupancy, if less than 12 months. The tenant shall be solely responsible for any damages caused by breaching the lease that exceed the security deposit.
14. Rental assistance calculations must be prorated during the initial month. Leases should begin on the first day actual tenant occupancy. The City shall not be held responsible for paying the rent if the resident chooses to move into the unit prior to City approval.
15. Certain lease provisions are prohibited under the Regulations. These provisions are contained in the Lease Addendum which shall be executed by the landlord and tenant.
16. The amount of rental assistance paid on behalf of an Eligible Household is limited to the difference between the established rent for the unit and thirty percent (30%) of the Eligible Household's gross monthly income.

Example: \$500 rent and \$12,000 annual gross income would require a subsidy of: $(\$12,000/12 \text{ months}) \times .30 = \300 (tenant payment) \$500 rent minus \$300 tenant payment = \$200 monthly subsidy Exclusions are permissible when calculating income, (e.g., dependents, disability, elderly, and child care).

Utility allowances are permissible when calculating rent.

17. Applicants whose subsidy calculations are less than \$100.00 per month are not eligible to receive TBRA.
18. Applicant's and Participant's minimum rent is \$100.00.
19. Subrecipient will develop and provide each participant with a Tenant Handbook (i.e. Family Obligations) outlining the participant's responsibilities.
20. Match- As with all HOME Activities, TBRA program expenditures require a 25% non-federal local match. City will provide the required matching funds.
21. The Subrecipient shall use the Housing Choice Voucher Model for calculating rental subsidies. The maximum amount that the HOME TBRA program may pay to assist any given household is the difference between 30 percent of the household's adjusted monthly income and the lower of the contract rent or payment standard. The payment standard is lesser of the County of San Diego's Payment Standard or the Fair Market Rent (100%). For the initial lease for the unit, the family's share (total family contribution) cannot exceed 40% of the family's monthly adjusted income (including exempt income). The minimum tenant payment is \$100.00.
22. Issues not covered in this agreement are to be handled in accordance with HUD 24 CFR Part 92, HOME Investment Partnerships Program Final Rule, Community Planning and Development Notice 96-07 (CPD Notice 96-07), and HUD's Technical Guide for Determining Income and Allowances for the HOME Program.

- A. ESTIMATED TIME SCHEDULE: Subrecipient will make all good faith and reasonable efforts to implement the project in compliance with the following estimated implementation schedule, or earlier:

June 30, 2019

- B. ESTIMATED BUDGET: Subrecipient shall make all good faith and reasonable efforts to complete the work under this Contract within the following estimated budget. In no case shall Subrecipient be entitled to, nor shall CITY reimburse Subrecipient, for more than **\$3000,000** for work performed under this Contract. A detailed budget shall be provided by the Subrecipient for City approval. The following are eligible activities (§92.209):

- Cost of inspecting the housing to be occupied by a TBRA recipient;
- Costs of determining income eligibility of applicants, including the time associated with documenting and verifying income and asset sources, using 24 CFR Part 5 definition of income and the Section 8 Housing Choice Voucher (HCV) Method for calculation of the TBRA Subsidy; and
- Costs of determining the amount of the tenant-based assistance than an applicant is eligible for.
- Security deposit assistance (limited to one month rent)
- Rental Assistance payments using the HCV method limited to the Fair Market Rent or City approved Payment Standard.

In addition to the required quarterly reports identified in Section XVI of this **CONTRACT**, the Subrecipient shall document eligibility mentioned above to ensure that those served are at or below 50 percent of the Area Median Income as established by the U.S. Department of Housing and Urban Development (HUD). This information is to be collected and compiled at the kept for (5) years, and shall be submitted to the City of Chula Vista upon receipt of a written request and at the time of any monitoring of project records.



ATTACHMENT B

#1 INSURANCE REQUIREMENTS FOR SUBRECIPIENTS

Subrecipient must procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract and the results of that work by the Subrecipient, his agents, representatives, employees or subSubrecipients and provide documentation of same prior to commencement or work. The insurance must be maintained for the duration of the contract.

V. Minimum Scope of Insurance

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001)
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

VI. Minimum Limits of Insurance

Subrecipient must maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation	Statutory
Employer's Liability:	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Subrecipient will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:

1. ***The City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to liability arising out of automobiles*** owned, leased, hired or borrowed by or on behalf of the Subrecipient, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including providing materials, parts or equipment furnished in connection with such work or operations. ***The general liability additional insured coverage must be provided in the form of an endorsement to the Subrecipient's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products / Completed Operations coverage.***
2. The ***Subrecipient's insurance coverage must be primary insurance as it pertains to the City***, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the Subrecipient and in no way relieves the Subrecipient from its responsibility to provide insurance.
3. Each insurance policy required by this clause must be endorsed to state that ***coverage will not be canceled by either party, except after thirty (30) days' prior written notice to the City*** by certified mail, return receipt requested.
4. ***Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured*** in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

5. Subrecipient's insurer will provide a **Waiver of Subrogation** in favor of the City for each required policy providing coverage during the life of this contract.

Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.

Verification of Coverage

Subrecipient shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements conform to the contract requirements.

All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

SubSubrecipients

Subrecipient must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractors. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

ATTACHMENT C

HUD INCOME LIMITS 2016-CITY OF CHULA VISTA

Family Size	(50% of AMI)	(30% of AMI)
1	\$ 29,750	\$ 17,850
2	\$ 34,000	\$ 20,400
3	\$ 38,250	\$ 22,950
4	\$ 42,500	\$ 25,550
5	\$ 45,900	\$ 27,550
6	\$ 49,300	\$ 29,600
7	\$ 52,700	\$ 31,650
8	\$ 56,100	\$ 33,700



**ATTACHMENT D
Disclosure Statement**

Pursuant to Council Policy 1001-01, prior to any action upon matters that will require discretionary action by the Council, Planning Commission and all other official bodies of the City, a statement of disclosure of certain ownership of financial interests, payments, or campaign contributions for a City of Chula Vista election must be filed. The following information must be disclosed:

1. List the names of all persons having a financial interest in the project that is the subject of the application or the contract. e.g., owner, applicant, Subrecipient, sub-contractor, material supplier.

_____	_____
_____	_____
_____	_____

2. If any person* identified pursuant to (1) above is a corporation or partnership, list the names of all individuals with a \$2000 investment in the business (corporation/partnership) entity.

_____	_____
_____	_____
_____	_____

3. If any person* identified pursuant to (1) above is a non-profit organization or trust, list the names of any person serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

_____	_____
_____	_____

4. Please identify every person, including any agents, employees, consultants, or independent Subrecipients you have assigned to represent you before the City in this matter.

_____	_____
_____	_____
_____	_____

5. Has any person* associated with this contract had any financial dealings with an official** of the City of Chula Vista as it relates to this contract within the past 12 months? Yes____ No____

If Yes, briefly describe the nature of the financial interest the official** may have in this contract.

6. Have you made a contribution of more than \$250 within the past twelve (12) months to a current member of the Chula Vista City Council? No___ Yes___ If yes, which Council member?

7. Have you provided more than \$340 (or an item of equivalent) to an official** of the City of Chula Vista in the past twelve (12) months? (This includes being a source of income, money to retire a legal debt, gift, loan, etc.) Yes_____ No_____

If Yes, which official** and what was the nature of item provided?

Date: _____

Signature of Subrecipient/Applicant

Print or type name of Subrecipient/Applicant

* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, -or any other group or combination acting as a unit.

** Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, employee, or staff members.