

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

INTRODUCTION

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

1. ACTIVITY DESCRIPTION AND PERFORMANCE GOALS

SUBRECIPIENT will provide security deposit payments on behalf of tenants in order to assist low-income households to secure decent, safe and sanitary housing. SUBRECIPIENT may, at SUBRECIPIENT's discretion, also provide utility deposit assistance but only in conjunction with security deposit and/or rental assistance.

SUBRECIPIENT expects to serve approximately 44 households with security deposit assistance during the term of this Agreement.

2. LOCATION

SUBRECIPIENT will administer the TBRA Program (Program) within City of Lompoc.

3. PROGRAM POLICIES AND PROCEDURES

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

- An Affirmative Marketing and Tenant Selection Plan (see Section 3.3 of this Scope of Services);
- An application or intake process;
- Household eligibility;
- The process for determining income-eligibility in accordance with 24 CFR Part 5; including documents required by the TBRA applicant;
- The process for inspecting rental units for Housing Quality Standards (HQS) set forth in 24 CFR 982.401;
- A description of whether a waiting list will be maintained and how applicants will be selected from the waiting list;
- Provision of prompt written notification to any applicant not approved for TBRA assistance and the grounds for such denial;

- Landlord requirements, including but not limited to compliance with lead-based paint disclosure provisions set forth at 24 CFR 35 Subpart A and HOME-required lease provisions and prohibited lease terms as set forth at 24 CFR 92.253;
- Implementation Plan for compliance with the Violence Against Women Act (VAWA) required by 24 CFR 92.359 and 24 CFR part 5 subpart L.

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

4. PROGRAM REQUIREMENTS

4.1 Eligible Tenants— All TBRA tenant households (“TBRA Tenant”) receiving assistance shall be low-income households whose annual household income does not exceed sixty percent (60%) of the area median income, as established annually by HUD. Annual household income is defined as the combined annual household income anticipated by all adult members of the household aged eighteen (18) years and older in the twelve (12) months following the effective date of their acceptance to the Program (“Household Income”). Only the prospective tenant may apply for HOME TBRA assistance, although the SUBRECIPIENT may pay the funds directly to the tenant or to the landlord. TBRA Tenants shall not be required to forfeit their placement on any waiting list for other rent subsidy programs, including Section 8 by virtue of their participation in the TBRA program.

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

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

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

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

4.4 Owner and Landlord Requirements— A HOME lease addendum—a copy of which is provided in Exhibit C—may be incorporated into or attached to the Tenant lease as necessary to comply with 24 CFR 92.253. SUBRECIPIENT shall ensure property owners and landlords comply with the following:

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

4.4.2 24 CFR 92.253(b) Prohibited lease terms;

4.4.3 24 CFR 92.253(c) Termination of Tenancy;

4.4.4 24 CFR 92.253(d) Tenant selection; and

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

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

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

Residential structures financed either with or without public funds are equally acceptable.

4.5.1 TBRA Units do not include emergency shelters (including shelters for disaster victims) or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, halfway houses, housing for students, or dormitories (including farmworker dormitories) [24 CFR 92.2]. TBRA assistance shall not be provided to households who own the TBRA Unit in which they reside.

4.6 Reasonable Rent— SUBRECIPIENT shall assess whether the TBRA Unit’s rent is reasonable, based on rents charged for comparable unassisted rental units. Only those units with rents determined to be reasonable shall be eligible. SUBRECIPIENT shall document its assessment of rent reasonableness and keep such documentation on file as part of SUBRECIPIENT’S recordkeeping responsibilities as described in the Agreement and at 24 CFR 92.508. Under no circumstances shall rent exceed the Fair Market Rent as established by HUD.

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

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

4.9 TBRA Contract and HOME Lease Addendum— The TBRA Tenant and landlord must enter into a lease agreement, or lease agreement and HOME Lease Addendum, in compliance with the lease requirements set forth at 24 CFR 92.253. SUBRECIPIENT agrees not to pay any form of TBRA assistance to a tenant or participating landlord or utility company until the tenant and landlord have executed a lease in accordance with this section.

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

4.10 Eligible costs— TBRA assistance may be provided directly to the TBRA Tenant or to landlords or utility companies on behalf of a TBRA Tenant. Monthly rent assistance may be provided for a maximum period of twenty-four (24) months, unless a longer term is authorized by COUNTY on a case-by-case basis. Eligible costs include:

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

4.10.2 Monthly Rental Assistance payments on behalf of TBRA Tenants who occupy TBRA Units, in accordance with 24 CFR 92.209(h), in an amount not to exceed the difference between a rent standard for the unit size established by COUNTY and 30 percent of

the family's monthly adjusted income as calculated in accordance with 24 CFR Part 5. In any event, TBRA Tenants must contribute a minimum of fifty-dollars (\$50.00), unless there is an approved hardship per month from their own funds toward the total rent. The SUBRECIPIENT shall determine Tenant-paid utilities based on the current Utility Allowance Schedule used by the Public Housing Authority serving the area in which the TBRA Unit is located;

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

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

5. BUDGET

SUBRECIPIENT shall expend funds for the TBRA Program as set forth below in the Budget. Budget line items may be revised with the written approval of the COUNTY, provided however that the amount of the total budget does not increase.

EXPENDITURE TYPE	GRANT BUDGET
<i>Security Deposits</i>	113,844
<i>Staff costs for Income Certifications and HQS Inspections</i>	\$10,089
TOTAL	123,933