

**SUBRECIPIENT AGREEMENT FOR TENANT-BASED RENTAL ASSISTANCE  
UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

This Subrecipient Agreement for Tenant-Based Rental Assistance (the “Agreement”) is made and entered into this **8th** day of **June, 2021** by and between the **City of Glendale**, an Arizona municipal corporation, (the “City”), and **A New Leaf, Inc.**, an Arizona nonprofit corporation, (the “Subrecipient”).

**RECITALS**

**WHEREAS**, the City is a member of the Maricopa HOME Consortium, a “participating jurisdiction” (“PJ”) under the HOME Investment Partnerships Program (“HOME” or “HOME Program”) that receives HOME funds from the U.S. Department of Housing and Urban Development (“HUD”) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the “Act”) and 24 CFR part 92; and

**WHEREAS**, the purpose of the HOME Program is to increase the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income households; and

**WHEREAS**, among the eligible uses of HOME program funds is the provision of tenant-based rental assistance (“TBRA”); and

**WHEREAS**, the City has determined it will use HOME funds to operate a TBRA program to assist eligible low- and very low-income families to pay rent and other eligible housing costs (the “Program”); and

**WHEREAS**, the City has identified A New Leaf, Inc. as an eligible “subrecipient” (as such term is defined in 24 CFR 92.2) capable of developing and administering the Program on behalf of the City; and

**WHEREAS**, the City Council has approved a resolution authorizing the award of HOME funds to Subrecipient for the purpose of establishing and operating the Program; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient do agree, for themselves and for their respective successors and assigns, as follows:

**AGREEMENT**

- 1. Program Description.** As further described herein and in the TBRA Program Guidelines (the “Program Guidelines”), which may be updated from time to time and are incorporated herein by reference, Subrecipient will design and operate a TBRA Program to provide short to medium-term rental, utility and deposit assistance, to eligible low-and/or very low-income

households experiencing homelessness as defined in the McKinney-Vento Homeless Assistance Act. Units occupied by TBRA recipients must be located within Maricopa County and comply with the Program's property standards as defined in the Program Guidelines. The Subrecipient will execute a HOME Rental Assistance Contract ("Rental Assistance Contract"), including required Addenda, jointly with each assisted household and the owner of the tenant's unit.

2. **Agreement Amount.** The City shall provide financial assistance in an amount not to exceed **\$1,256,694.00** subject to the terms of this Agreement and subject to the availability of federal funds. Providing this Agreement amount constitutes the City's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.
3. **Commitment of Match.** Pursuant to 24 C.F.R. §§ 92.504 and 219, Subrecipient agrees to make a match to the City's financial assistance consistent with its proposal submitted in response to the City's Request for Statements of Qualifications (RSOQ). Subrecipient therefore agrees to commit **\$250,000**, as provided in the Match Commitment attached as Exhibit C;
4. **Duration of Agreement.** This Agreement shall commence on **June 8, 2021** and expire on **June 30, 2024**, unless sooner terminated pursuant to the provisions contained herein.
5. **Program Budget.** The City will provide Subrecipient with an amount not to exceed **\$1,256,694.00** as generally described in the Project Budget that is attached as Exhibit B.
6. **City Role & Responsibilities.** The City is responsible to HUD for the operation of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR part 92. This will include, but not be limited to, the following:
  - 6.1 **Environmental Review:** completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR Part 58;
  - 6.2 **IDIS Setup, Drawdown, and Completion:** entering program setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS") through Maricopa County;
  - 6.3 **Financial reimbursements:** The City will process completed reimbursement requests and remit payment within 30 days of receipt. Requests will be considered completed once all forms and backup documentation are submitted by the Subrecipient and deemed accurate and sufficient by the City to properly document. The City will provide technical assistance as needed to the Subrecipient to ensure the accuracy and sufficiency of required documentation.

**6.4 Subrecipient Monitoring.** The City will complete remote and/or on-site monitoring reviews of the Subrecipient's performance under this Agreement and will provide a written notice to the Subrecipient at least 30 calendar days prior to all monitoring reviews. Monitoring results will be submitted to the Subrecipient within 30 days, and Subrecipient will have 30 days to address all deficiencies.

**7. Subrecipient Role & Responsibilities.** Subrecipient is responsible for the design and implementation of the Program, including marketing the Program to potential applicants, and interaction with applicants to the Program, TBRA recipients, participating property owners among others as needed. In all cases, Subrecipient will implement the program in compliance with the Program Guidelines and all applicable federal requirements. In its role, Subrecipient will be responsible for:

**7.1 Program Guidelines:** the Subrecipient will develop the Program Guidelines and provide to the City for approval prior to commencement of work under this Agreement. Program guidelines must address all applicable HOME Program regulatory requirements or HOME Program guidance issued by HUD, as well as the required outcomes as stipulated in the City's RSOQ;

**7.2 Marketing:** Market and advertise the Program pursuant to the City's affirmative marketing plan, in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

**7.3 Application Intake:** Develop needed application materials and establish and implement an application process in accordance with the Program Guidelines;

**7.4 Screening:** Review individual applications, including income determinations, in accordance with the Program Guidelines and the HOME requirements in 24 CFR part 92, as modified by the suspensions and waivers in the April 2020 TBRA Memo or approved by HUD, to establish applicants' eligibility for the Program and notify applicants of their status;

**7.5 Program Orientation:** Provide individual orientations to TBRA recipients and participating property owners explaining the Program requirements;

**7.6 Inspections:** In accordance with the Program Guidelines, inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35, ensuring that disturbed paint is repaired, and ensuring that items failing inspection are corrected prior to occupancy;

**7.7 Program Policies:** Apply the Program Guidelines, including any updates thereto pursuant to the notice provisions in Section 11 of this Agreement, ensuring that individual TBRA awards meet all HOME and Program requirements;

**7.8 Management of TBRA Recipient and Property Owner:** During the term of the Rental Assistance Contract with a TBRA recipient and property owner, address questions, concerns, or disputes between TBRA recipients and property owners, provide clarifications of Program Guidelines, federal, and HOME requirements, and otherwise work with TBRA recipients and owners to ensure effective and compliant delivery of assistance.

## **8. USE AND DISBURSEMENT OF HOME FUNDS**

**8.1 Performance Standards.** Subrecipient will effectuate the Program in conformance with the Program Guidelines, HOME regulations, City standards and the terms of this Agreement.

**8.2 Anticipated Deliverables.** City and Subrecipient anticipate at least 50 eligible households will receive Tenant-Based Rental Assistance under this Agreement.

**8.3 Completion Deadlines.** Subrecipient must provide the City with all information (i.e. specific TBRA recipient information) necessary for entry into HUD's IDIS system within 30 days of the last payment made under any given Rental Assistance Contract.

**8.4 Program Income.** City and Subrecipient acknowledge and agree that the design of the Program does not anticipate the receipt of "Program Income," as defined in 24 CFR 92.2. If Program Income is received by the Subrecipient, Subrecipient may retain Program Income received to be used for direct assistance to beneficiaries. All Program income received must be expended by the Subrecipient prior to requests for reimbursement of funds to the City.

**8.5 Rental Assistance Contracts:** Subrecipient will ensure full execution of a Rental Assistance Contract, including required Addenda, among TBRA Recipients, Property Owners, and the Subrecipient prior to the commitment or provision of any TBRA assistance under the Program. Subrecipient will use the Rental Assistance Contract in Exhibit D of this Agreement to include the Lease Addendum and VAWA Lease Addendum provided in Exhibits E and F, respectively, as part of the full execution of the Rental Assistance Contract.

**8.6 Disbursement of Funds:** Subrecipient must remit reimbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least monthly. In all cases, Subrecipient is prohibited from requesting HOME funds from the City until such funds are needed to pay HOME-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

- 8.6.1** Reimbursement Basis: The City will provide HOME funds to the Subrecipient for Program costs on a reimbursement basis only.
- 8.6.2** Program Costs: To request reimbursement of allowable costs (i.e. rental or utility assistance or security or utility deposits), Subrecipient shall submit copies of the executed Rental Assistance Contract and records demonstrating payment by the Subrecipient (e.g. copies of checks). All requests for program-specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.).
- 8.6.3** Administrative Costs: Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as Activity costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or other similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.
- 8.6.4** Final Payment: Subrecipient shall submit a final payment request no later than **30** days following the end of the Term of this Agreement, consistent with Section 4 of this Agreement.
- 9.** Administrative and Program Requirements. In performing under this Agreement, the requirements of 2 CFR part 200 apply to the Subrecipient, except for the following provisions: §200.306, §200.307, §200.311 (except as provided in 24 CFR 92.257), §200.312, §200.329, §200.333, and §200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:
- 9.1** Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property, goods or services with HOME funds;
- 9.2** Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single- or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds;
- 9.3** Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME be supported by adequate documentation, allocable to the program, necessary, and reasonable.

- 9.4 Administrative Funding.** Within the funding limit provided in Section 2, Subrecipient may use HOME funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.
- 9.5 Eligible Program Delivery Activity Costs.** Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME program funding for its program-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants. Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a program-related soft cost as provided for herein.
- 9.6 Reversion of Assets.** Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME funds on hand and any accounts receivable attributable to the use of HOME funds to the City.
- 9.7 Compliance with Other Federal Requirements.** Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of Section 282 of the Act, as amended. This includes, but is not limited to, compliance with:
- 9.7.1 Equal Opportunity and Fair Housing.** In accordance with 24 CFR 92.350 and 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:
- 9.7.1.1** The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of

1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

**9.7.1.2** The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146;

**9.7.1.3** The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;

**9.7.1.4** Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

**9.7.1.5** The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;

**9.7.1.6** The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and

**9.7.1.7** The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

**9.7.2** Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

**9.7.2.1** 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 an 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;

- 9.7.2.2** 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, 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, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 9.7.2.3** The Subrecipient shall require that the language 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 such lower-tier parties shall certify and disclose accordingly; and
- 9.7.2.4** Subrecipient acknowledges that 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 such failure.
- 9.7.3** Drug-Free Workplace. The Drug-Free Workplace requirements of 2 CFR part 24.29, as stipulated in Exhibit G.
- 9.7.4** Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City within three (3) business days by providing written notice to the City. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, consultants, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.
- 9.7.5** Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 checklist. In no case will Subrecipient execute a Rental Assistance Contract with respect to a specific unit to be assisted without notification from the City that the program is

either exempt from environmental review or that needed reviews have been completed.

**9.7.6** Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

**9.7.7** Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the City or the Subrecipient, individually known as a “Covered Person,” that exercises or has 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 HOME-assisted activities, is eligible to receive HOME assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own.

Moreover, the City and Subrecipient shall comply with the conflict of interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

**9.7.8** Consultant Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

**9.7.9** Faith-based organizations. Faith-based organizations are eligible to participate in the HOME program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

**9.7.10** VAWA Regulations. The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act

of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements contained in the Program Guidelines and the City's VAWA Emergency Transfer Plan, as provided in Exhibit G and required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant-based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain the City's required VAWA lease term/addendum, as provided for in Exhibit F of this Agreement.

**9.7.11** Recordkeeping. Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "GAO"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

**9.7.11.1** General Administrative and Financial Records

- a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR part 2424);
- b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME;
- d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable;

**9.7.11.2** TBRA Recipient Records. TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-assisted tenant met the requirements of the HOME program, including but not limited to:

- a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., rental assistance, utility assistance, etc.);
- b) The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 24 CFR 200.302; and records to document the eligibility and permissibility of the TBRA recipient's costs;
- c) Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards;
- d) Records demonstrating that each assisted tenant or family is income eligible in accordance with 24 CFR 92.203;
- e) Copies of all Rental Assistance Contracts with Addenda between the Subrecipient and TBRA recipients and their property owners.

9.7.11.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;
- b) Records concerning lead-based paint in accordance with 24 CFR Part 35;
- c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;
- d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356;
- e) Records required by the April 2020 TBRA Memo for the waivers and suspensions used by the Program.

**9.7.12** Records Retention. All Program records shall be maintained by the Subrecipient for a minimum of six (6) years beyond the final payment under this Agreement.

Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

**9.7.13 Reporting Requirements.** The Subrecipient agrees to submit any and all reports required by the City or HUD within 30 days of the City or HUD's request. The Subrecipient will provide updates on Program implementation to the City on a monthly basis. Using forms provided by the City, such reports may be submitted either in hard-copy or electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME funds. The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME regulations, or to address findings related to noncompliance by the Subrecipient.

## **10. DEFAULT, REMEDIES, AND TERMINATION**

**10.1 Default.** The following are considered a default by the Subrecipient under this Agreement:

**10.1.1** Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;

**10.1.2** Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this agreement;

**10.1.3** Material noncompliance with any applicable HOME regulatory requirements in 24 CFR part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and

**10.1.4** Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of Arizona; or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

**10.2** Remedies. In the event of default by Subrecipient hereunder, which is not cured within 10 days of the mailing of written notice by the City as described in Section 11, the City may seek any combination of the following remedies:

**10.2.1** Suspend payments under this Agreement pending the correction of a default or deficiency;

**10.2.2** Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the Program Guidelines, applicable federal requirements, or HOME regulations;

**10.2.3** Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;

**10.2.4** Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;

**10.2.5** Take any other action available under 2 CFR 200.338;

**10.2.6** Require the repayment of previously disbursed HOME funds for questioned costs;

**10.2.7** Require Subrecipient to participate in training or technical assistance; and

**10.2.8** Make use of any other remedies that may be legally available to the City.

**10.3** Termination for Convenience. In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon 10 days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of additional Rental Assistance Contracts following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within 60 days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

**11.** Notice. Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, facsimile, mail, delivery service, or in person as may be appropriate. Notices delivered via electronic means or in person will be deemed delivered on the same day. Notices delivered via mail or delivery service shall be deemed delivered three (3) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

A New Leaf  
868 E. University Drive  
Mesa, Arizona 85203-8033

Notices due the City shall be in writing and may be delivered via email, facsimile, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of a City representative. Notices to the City should be addressed as follows:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With a copy to:

Community Revitalization  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

12. City Liability. The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.
13. Indemnification. Subrecipient shall indemnify and save and hold City, and its successors or assigns, harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of Subrecipient's activities under this Agreement, including all other acts or omissions to act on the part of Subrecipient, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof. Subrecipient's indemnity shall not expire with the expiration or termination of this agreement but will continue indefinitely.
14. Insurance. Throughout the term of this Agreement, Subrecipient must maintain general liability (**\$1,000,000** per occurrence and **\$3,000,000** in aggregate) and automobile liability insurance (**\$1,000,00** per accident), and errors and omissions insurance (**\$10,000**). The City must be listed as an additional insured party on each of the required insurance policies with at

least 30 days' notice prior to expiration. Subrecipient must also maintain workers compensation coverage in an amount specified by state law.

15. Independence of Subrecipient. Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.
16. Assignment. This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of City which shall be in the City's sole and exclusive discretion.
17. Amendments. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.
18. Interpretation. This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of their choosing, shall be final and binding. In the event of a conflict between this Agreement, the Program Guidelines, and/or other regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.
19. Applicable Law. This Agreement shall be construed and interpreted in accordance with Arizona law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of Arizona shall have jurisdiction and that the proper forum for such action shall be in Glendale, Arizona.
20. Headings & Pronouns. The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal

pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

21. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement.

City OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

ATTEST:

\_\_\_\_\_  
Julie Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

A New Leaf  
an Arizona non-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/ herself to be the \_\_\_\_\_ of A New Leaf, Inc., and that (s)he as such official, being authorized to do so, executed the foregoing Subrecipient Agreement for and on behalf of the said company for the purpose and consideration therein expressed.

IN WITNESS WHEREOF,  
I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Program Scope of Work
Exhibit B	Program Budget
Exhibit C	Match Commitment
Exhibit D	Rental Assistance Contract
Exhibit E	Lease Addendum
Exhibit F	VAWA Lease Addendum
Exhibit G	VAWA Emergency Transfer Plan
Exhibit H	Certifications
Exhibit I	Federal Laws and Regulations
Exhibit J	Additional Requirements
Exhibit K	Insurance
Exhibit L	Subrecipient RSOQ Submission

## EXHIBIT A

### Program Scope of Work

1. **Program Summary.** The City has awarded Subrecipient \$1,256,694.00 in HOME Program funds to develop and operate a Tenant-Based Rental Assistance Program. The Program will provide housing-ready homeless individuals and families with short- and medium-term rental housing vouchers to secure safe, decent and sanitary housing, as well as utility and deposit assistance. To maximize long-term household stability, the Subrecipient will complete an individualized initial needs assessment with each household and develop a strategy for long-term self-sufficiency. These individual strategies will review each household's current and long-term financial and housing needs and coordinate necessary case management services to achieve self-sufficiency goals. The Subrecipient will also coordinate with staff at Glendale Community College to identify potential program applicants coordinate services.
2. **Program Deliverables:** Subrecipient will issue a minimum of 50 TBRA vouchers to HOME-qualified households that qualify as homeless within the definitions of homelessness under Subtitle VII-B of the McKinney-Vento Homeless Assistance Act. Subrecipient will also develop and implement a long-term sustainability plan for each household assisted under this program and coordinate case management services identified in each plan to maximize tenant self-sufficiency.
3. **Program Guidelines.** Development and implementation of the Program requires that the Subrecipient provide Program Guidelines to the City for approval prior to commencement of work. Program Guidelines may be developed specifically for the City's Program or may be modified from an existing TBRA program operated by the Subrecipient. Subrecipient will ensure that the Program Guidelines address all relevant HOME Program requirements and fulfill the City's required outcomes per the RSOQ. Processes and procedures to be addressed in the Program Guidelines include but are not limited to the following:
  - a. Marketing and Outreach, including development of an Affirmative Marketing Plan in conformance with 24 CFR 92;
  - b. Applicant intake and eligibility processing, including all forms and documents necessary to qualify applicants;
  - c. Client wraparound services needs assessments and coordination of case management, including with Glendale Community College and other service providers identified in the Subrecipient's proposal;
  - d. Facilitation of the Rental Assistance Contract (with Addenda) between tenants and owners;
  - e. Housing navigation, including establishing criteria for unit selection based on location, access to services and employment, transportation needs and any other criteria that will help clients maintain long-term housing and further the goals of the tenant's sustainability plan;
  - f. Calculation and documentation of rent reasonableness and utility allowances;
  - g. Completion of HQS inspections and resolution of failed items, including lead-based paint;

- h. Annual recertifications and re-inspections (as applicable);
  - i. Financial management
  - j. Reporting and records management, including documentation of all relevant beneficiary demographic and financial data required to complete the City's Consolidated Annual Performance and Evaluation Report (CAPER).
4. **Geographical Distribution of Funding.** assisted households will be housed within the borders of Maricopa County, Arizona, irrespective of municipal boundaries. Subrecipient will specify in the Program Guidelines the criteria used to select a unit location.
  5. **Budget.** The City is providing \$1,256,694.00 of the total budget. Subrecipient is responsible for obtaining the remainder of Program funds from other sources not connected with the City. Any cost overruns will be paid with Subrecipient funds.
  6. **COVID-19 HOME Waivers.** HUD issued two memoranda revising HOME program requirements on April 10, 2020: 1. *Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic*, and 2. *Availability of Waivers and Suspensions of the HOME Program Requirements in Response to COVID-19 Pandemic*.

The only waiver available to the Subrecipient in the implementation of this Program is partial relief from HOME match, whereby **HOME funds expended prior to September 30, 2021 will not require the usual 25% match.** All funds expended after this date will require a 25% match to be provided by Subrecipient per the match commitment in Exhibit C.

7. **HOME Match:** The Subrecipient will match the HOME Program funds provided in the amount not to exceed **\$250,000** with the remaining match obligation provided by the City. Eligible sources of HOME match can be found at 24 CFR 92.220.

EXHIBIT B

Program Budget

Funding Source	Total Program
Glendale HOME Funding:	\$1,256,694
Other Federal Funding (specify):	\$0
State Funding (specify): DES; ADOH	\$116,878
Other Municipal Funding (specify):	\$0
Charitable donations (specify):	\$0
Foundation and Corporate Support/Grants (specify):	\$0
Volunteer In-Kind Contributions (specify):	\$0
Other Funding (specify):	\$0
<b>Total:</b>	<b>\$1,373,572</b>

Expenses	Glendale HOME Activity funds	Glendale HOME Administrative funds	Non-Glendale Funds	Total Program Budget
<b>Personnel Costs</b>				
Wages/Salaries	\$	\$12,000	\$84,000	\$96,000
Benefits/EREs	\$	\$3,000	\$21,000	\$24,000
Equipment	\$	\$1,500	\$	\$1,500
Phone/Internet	\$	\$6,000	\$	\$6,000
Gas/Mileage	\$	\$8,000	\$	\$8,000
HQS inspections	\$	\$	\$	\$
<b>Direct Assistance</b>				
Rent	\$905,538	\$	\$	\$905,538
Rental Deposits	\$75,000	\$	\$	\$75,000
Utility Payment	\$78,049	\$	\$	\$78,049
Utility Deposits	\$17,307	\$	\$	\$17,307
Housing Navigation Costs (i.e. rental application fees, credit reports, etc., and <b>not</b> including payroll costs)	\$	\$	\$	\$
<b>Other Expenses (specify):</b>				
1. HOM, Inc.	\$130,800	\$	\$	\$130,800
2. Other Administrative Expenses	\$	\$19,500	\$11,878	\$31,378
3.	\$	\$	\$	\$
4.	\$	\$	\$	\$
<b>TOTAL:</b>	<b>\$1,206,694</b>	<b>\$50,000</b>	<b>\$116,878</b>	<b>\$1,373,572</b>

**Exhibit C**  
**Match Contribution**

## **Exhibit D**

### **Glendale TBRA Rental Assistance Contract**

This Tenant Based Rental Assistance Contract (the “Contract”) is entered into between the “Program Administrator”, the “Owner”, and the “Tenant” as of the “Contract Start Date” as such terms are identified in Exhibit A, Project Specific Information, attached to and incorporated within this Contract.

#### **SECTION 1 – OVERVIEW**

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under the Glendale Tenant Based Rental Assistance (“TBRA”) Program (the “Program”), as described herein, funded by the City of Glendale (the “City”), which is a member of the Maricopa HOME Consortium with Maricopa County as the lead agency and participating jurisdiction under the HOME Investment Partnerships Program (“HOME”) administered by the United States Department of Housing and Urban Development (“HUD”) pursuant to 24 CFR part 92.

The purpose of the Program is to provide temporary housing assistance to households that are experiencing or at-risk of homelessness in the City of Glendale. This assistance will include providing a portion of monthly rent, security and rental deposits and an allowance for utilities. Additionally, the program will provide case management services to tenants in order to create long-term household self-sufficiency.

In accordance with the terms of this Contract and Program requirements, the Program Administrator has approved the leasing of the housing unit identified in Exhibit A (the “Unit”) and will make a Rental Assistance Payment each month to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as Exhibit B (the “Lease”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

#### **SECTION 2 – TERM OF THIS CONTRACT**

The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “Contract End Date” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant.

#### **SECTION 3 – HOME ASSISTANCE TO BE PROVIDED**

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.

##### 3.1 Rental Assistance Payment

The rent due each month to the Owner under the Lease is identified in Exhibit A (the “Contract Rent”). The Owner shall not increase the Contract Rent during the term of this Contract.

The Program Administrator will provide a monthly “Rental Assistance Payment” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “Tenant Contribution” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

### 3.2 Utility Assistance Payment

The Program Administrator will provide a monthly “Utility Assistance Payment” in the amount identified in Exhibit A directly to the Tenant to assist with the payment of eligible utility payments which are otherwise the responsibility of the Tenant under the terms of the Lease. To obtain such payments, the Tenant must, upon receipt, provide copies of each applicable monthly bill to the Program Administrator. Program Administrator will only pay utility bills related to the provision of unit electricity, fuel (e.g. natural gas, fuel oil, etc.), and water/sewer charges billed by the utility service provider or by the Owner, if otherwise provided for in the Lease in the case of sub-metered utilities.

### 3.3 Deposits

The Program Administrator will provide a rental security deposit up to the value of two month’s rent, as well as utility deposits as required by the utility company. At the termination of the lease, all unused security and utility deposit funds will be returned to the Tenant in the form of a grant.

## **SECTION 4 – OWNER REQUIREMENTS**

4.1 Owner Certification. During the term of this Contract, the Owner certifies that:

- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with this Contract; and
- c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
- d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
- e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and

- f) To the best of the Owner's knowledge, the Unit is used solely as the Tenant's principal place of residence; and
- g) The Tenant does not own or have any interest in the Unit; and
- h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

#### 4.2 Rental Assistance Payments and Overpayment

The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract's provisions. The Owner agrees that, absent written notice to the Program Administrator and return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due for the month.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the \_\_\_\_\_ day of each month.

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any subsequent amounts due the Owner or require Owner to refund any overpayment to the Program Administrator.

#### 4.3 Property Standards

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

#### 4.4 Lead Based Paint

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

#### 4.5 Prohibition of Discrimination.

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD's programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
- b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
- c) The Owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

#### 4.6 Inspections, Records, and Cooperation

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner's records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or "GAO"). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

### **SECTION 5 – TENANT REQUIREMENTS**

5.1 Tenant Certification and Representations. During the term of this Contract, Tenant hereby certifies that:

- a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant's application for assistance, including but not limited to disclosure of all household income; and
- b) Tenant has received a copy of the Program's Notice of Occupancy Rights under the Violence Against Women Act (VAWA); and
- c) The Unit is the Tenant's primary place of residence; and
- d) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
- e) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant's household; and
- f) The Tenant does not own or have any interest in the Unit; and,
- g) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner's family, unless the Program

Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and

- h) As of the date of this Contract, the Tenant’s household occupying the unit includes the following members:

Name (First, M., Last)	Party to Lease	Minor/Under 18
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

5.2 Tenant Obligations

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and
- c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and
- d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
- e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
- f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

**SECTION 6 – PROGRAM ADMINISTRATOR ROLE**

The Program Administrator will (i) determine Tenant and Owner’s eligibility for participation in the Program, (ii) monitor Tenant and Owner’s compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant's performance under the Lease or for any damages of any sort caused by the Tenant's action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

## **SECTION 7 – MODIFICATIONS TO LEASE**

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

- a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and
- b) Lease Addenda. 1. The Glendale HOME TBRA Lease Addendum; and 2. The protections and requirements outlined in Exhibit F below pertaining to the Violence Against Women Act (VAWA) and its associated regulations are both hereby incorporated into the lease.

## **SECTION 8 – DEFAULT AND ENFORCEMENT**

### **8.1 Default.**

Any of the following will be deemed a default under this Contract:

- a) Any violation of this Contract by the Tenant or Owner; or

- b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
- c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
- d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

## 8.2 Enforcement

In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

- a) Terminate the Owner's or Tenant's participation in the Program and cancel future payments to or on behalf of the Tenant; or
- b) Withhold payments to the Owner or Tenant (including Utility Assistance Payments otherwise made on the Tenant's behalf) until the Owner or Tenant has cured the default; or
- c) Require the return of payments related to the default made under this Contract; or
- d) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
- e) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### 9.1 Conflict of Interest

Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a "Covered Person," that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or

Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

## 9.2 Assignment

Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

## 9.3 Entire Contract, Interpretation, and Amendments

- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.
- c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

## 9.4 Headings and Pronouns

The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

IN WITNESS THEREOF, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

Owner		
_____ Owner/Landlord Representative Signature	Print Name	Date (mm/dd/yyyy)

Program Administrator		
_____ Authorized Representative Signature	Print Name	Date (mm/dd/yyyy)

Tenant		
_____ Signature	Print Name	Date (mm/dd/yyyy)

Tenant		
_____ Signature	Print Name	Date (mm/dd/yyyy)

Tenant		
_____ Signature	Print Name	Date (mm/dd/yyyy)

ADDENDUM 1

**PROJECT SPECIFIC INFORMATION**

<b>Parties to this Contract</b>		
Program Administrator:		
Owner:		
Tenant:		
<b>Contract Dates</b>		
Contract Start Date:	Contract End Date:	
<b>Unit &amp; Lease Information</b>		
Unit (Address and Unit #):		
Lease Start Date:	Lease End Date:	
Contract Rent (total due under Lease): \$ .00 per month		
<b>Rental Assistance</b>		
Tenant Contribution: \$ .00 per month	Rental Assistance Payment: \$ .00/month	
<b>Rental Assistance from Other Programs</b>		
Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, monthly amount of \$            paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):		
<b>Payment Information</b>		
Rent Payable to:		
Mailing Address:		
Electronic Payment Instructions	Financial Institution:	
	Routing Number:	
	Account Number	
	Account Holder Name:	
<b>Utility Services</b>		
Utility Type	Paid by	Utility Service Provider

	Tenant	Owner	
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	
Fuel (e.g. gas)	<input type="checkbox"/>	<input type="checkbox"/>	
Water/sewer	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Utility Service Assistance</b>			
Program will assist with: (select all that apply)	<input type="checkbox"/> None <input type="checkbox"/> Electricity <input type="checkbox"/> Fuel <input type="checkbox"/> Water/Sewer		
Utility Assistance Payment: (select one)	<input type="checkbox"/> Maximum of \$        .00 per month (not to exceed actual payments due) <input type="checkbox"/> Program will pay entire utility bill		
<b>Deposit Assistance</b>			
Program will Assist With: (select all that apply)			
Security Deposit:	<input type="checkbox"/> None/Tenant to Pay <input type="checkbox"/> Security deposit of \$        .00 (not to exceed two times Contract Rent)		
Utility Deposit(s):	<input type="checkbox"/> None/Tenant to Pay <input type="checkbox"/> Electricity deposit of \$        .00 <input type="checkbox"/> Fuel deposit of \$        .00 <input type="checkbox"/> Water/sewer deposit of \$        .00		

Exhibit E

GLENDALE TBRA LEASE ADDENDUM

<u>TENANT(S) NAMES</u>	<u>LANDLORD NAME</u>	<u>UNIT NO. &amp; ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

**A. Purpose of the Addendum.** The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive rental assistance under the [program administrator's] HOME Tenant-Based Rental Assistance (TBRA) Program. Under the TBRA Program, the [program administrator] will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by the parties on the condition that the [program administrator] and Landlord will promptly execute a HOME Rental Assistance Contract. This Lease shall not become effective unless the Contract has been executed by both the Landlord and the [program administrator], effective the first day of the term of the Lease.

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

**C. Terms of the Lease.** The term shall begin on \_\_\_\_\_ and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or (3) termination of the HOME Rental Assistance Program Contract by the [program administrator].

**D. Rental Assistance Payment.** Each month the Program Administrator will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

**E. Security Deposit**

(1) The Tenant/Program Administrator has deposited \$\_\_\_\_\_ with the Landlord as a Security Deposit. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease.

The Landlord shall comply with state and local laws regarding interest payments on security deposits.

- (2) After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the (Tenant/[program administrator]).

**F. Utilities and Appliances.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

Utility/Appliance	Included in Rent	Tenant Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		
Stove/Range		

**G. Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the [program administrator] and obtaining the Landlord's permission. Household members:


**H. Housing Quality Standards.** The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

**I. Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the [program administrator] in writing when eviction proceedings are begun. This may be done by providing the [program administrator] with a copy of the required notice to the Tenant.

**J. Prohibited Lease Provisions.** Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
- (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
- (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

**K. Nondiscrimination.** The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: _____ (Type or Print Name of Tenant Representative)	LANDLORD NAME: _____
(Signature/Date)	By: _____

	(Type or Print Name of Landlord Representative)
By: _____ (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	

\*\*\*

**Exhibit F**

**Glendale TBRA VAWA Lease Addendum**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION  
ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

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

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Tenant

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Date

---

Landlord

---

Date

## Exhibit G

### VAWA Emergency Transfer Plan

#### City of Glendale Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

##### I. Emergency Transfers

**The Glendale Housing Authority (GHA)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> GHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking, hereafter VAWA crimes, to request an emergency transfer from the tenant's current unit to another unit.

Currently, there are no HUD programs that allow the transfer from one program to another without applying for housing under the new program. Tenants seeking an emergency transfer to a different program may apply for housing under the new program, but since an application would be required, this would not be considered a transfer as defined under VAWA 2013.

Additionally, although a tenant who is the victim of a VAWA crime may apply for an external emergency transfer, if the wait list is open, the emergency transfer obligations under VAWA do not supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

An emergency transfer allows tenants who are victims of VAWA crimes to make an internal and external emergency transfer to another unit when a safe unit is immediately available, and the unit from which the tenant is transferring will become available, and without having to undergo an application process.

The objective of this emergency transfer plan is to fill an available unit while being cognizant of the needs to transfer an individual who qualifies of an emergency transfer as quickly as possible while meeting other obligations and balancing competing needs, including others on wait lists.

The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of GHA to honor such request for tenants currently receiving assistance however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

GHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **GHA** complies with VAWA.

## **II. Immigration Status / Self-Petitioners**

In accordance with Section 214 of the Housing and Community Development Act of 1980, HUD may not allow financial assistance to ineligible non-citizens, but assistance must not be denied while verifying immigration status or appeal of a determination as to satisfactory immigration status is pending.

As such, GHA will not deny, reduce, or terminate the assistance of a victim of a VAWA crime who claims “Satisfactory Immigration Status”. GHA will verify that the applicant or participant is a self-petitioner by utilizing the SAVE system to verify immigration status.

## **III. Definitions: §5.2003**

**Affiliated Individual**, with respect to an individual means:

- 1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- 2) Any individual, tenant or lawful occupant living in the household of that individual

**Bifurcate**: To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Dating violence**: Violence committed by a person:

- 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship;

- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the relationship.

**Domestic violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**External Emergency Transfer:** A transfer to a housing unit where an application would be required (i.e. a transfer from public housing to Section 8 and vice-versa).

**Internal Emergency Transfer:** A transfer from one building within a PHA's portfolio to another building within the PHA's portfolio without being placed on an applicant waiting list, and are not new applicants (i.e. a transfer from one public housing unit to another, or portability).

**Sexual Assault:** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Spouse or Intimate Partner:** Includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person's individual safety or the safety of others; or
- 2) Suffer substantial emotional distress

**Tenant:** refers to an assisted family and the members of the household on their lease, but does not include guests or unreported members of a household.

#### IV. Eligibility for Emergency Transfers §5.2005

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

- 1. The tenant expressly requests the transfer; and

2. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit that the tenant is occupying; or.
3. In the case where the tenant is a victim of sexual assault, either the tenant reasonably believes there is a threat if imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
4. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

#### V. **Emergency Transfer Request Documentation §5.2005**

To request an emergency transfer, the tenant shall notify GHA's management office and submit a written request for a transfer to **Glendale Community Housing, 6842 N. 61<sup>st</sup> Avenue, Glendale AZ 85301**. GHA will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under GHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer, AND
3. Completed Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or
4. If GHA does not already have documentation that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking, the tenant will be required to submit third-party verification of HUD's Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation form proving the abuse, or certifying that the tenant is a victim of a VAWA crime (§5.2007)

The tenant and the assisted family members on their the lease are afforded protections under VAWA. Guests, unauthorized household members and live-in-aides or caregivers are not considered tenants and cannot invoke VAWA protection, unless they are victims of a VAWA crime and then become program applicants (FR-5720-F-03, pg. 80730).

However, if a tenant requests and qualifies for an emergency transfer on the grounds that the live-in-aide is a victim of a VAWA crime, the tenant's entire household, which includes the live-in-aide, can be transferred.

## VI. Confidentiality §5.2005

GHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless:

1. The tenant gives GHA written permission to release the information on a time limited basis, or
2. Disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about GHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## VII. Emergency Transfer Timing and Availability

### 1. **Timing:**

- GHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request.
- GHA will, however, act as quickly as possible to move a tenant who is a victim of a VAWA crime to another unit, subject to availability and safety of a unit.

### 2. **Availability:**

If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit, in the same program.

- If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.
- GHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

### a. **Public Housing:**

- GHA will consider family size and the size of vacant units when assessing an internal emergency transfer in the Conventional Public Housing Program.
- An available unit is one that is vacant, and the proper bedroom size based on the tenant's family composition size.

- Single persons who are victims of VAWA crimes will not be placed in a unit with two or more bedrooms, unless the tenant is elderly, disabled, or displaced (public housing) (§960.206).
  - Whenever feasible, GHA will offer public housing tenants who are victims of VAWA crimes, an available unit in different rental community in the GHA's public housing portfolio.
- b. **Section 8:** §982.353, §982.552, §982.553
- A Section 8 assisted tenant who is the victim of a VAWA crime, and reasonably believes the household member to be threatened with imminent harm from further violence by remaining in the dwelling unit (or if any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or requested move), and has otherwise complied with all other program obligations under the Section 8 program, the family may receive a voucher from the initial PHA and move to another jurisdiction under the HCV Program.
  - Provided the family has complied with all other obligations of the voucher program, but moved out of the assisted dwelling unit in violation of the Lease in order to protect the health, safety of a household member who is the victim of a VAWA crime, will be issued a voucher from the initial PHA to move to another jurisdiction under portability.
  - In the Section 8 program, if a VAWA victim is granted an emergency transfer, it will be administered via the portability process.
    - If GHA owns the voucher, a voucher of the appropriate family size to transfer will be issued to the tenant.
    - If GHA does not own the voucher, GHA will contact the initial housing authority to expedite the portability process to make the transfer as expeditious as possible.
  - The tenant will be issued a voucher for the appropriate family size.
  - Tenants on the Section 8 program who are victims of VAWA crimes and who have requested an emergency transfer will take priority over other ports and recertifications.

### **VIII. Cost of Transfers**

- GHA will not bear moving costs that tenants generally pay, including application fees and deposits or moving costs.
- A Section 8 assisted tenant who moves to a different unit is still responsible for any financial obligations on the original lease.

## IX. Lease Bifurcation

### a. Conventional Public Housing Program:

- GHA may consider the bifurcation of the tenant's lease under the Conventional Public Housing program. If GHA bifurcates the lease, the perpetrator of the VAWA crime will be removed from a unit without evicting, removing, terminating assistance to, or otherwise penalize a victim who seeks to remain in the unit. An emergency transfer is not required as a result of the lease bifurcation.
- GHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility based on GHA requirements for that unit. For example, if a unit of the same bedroom size, or one that is appropriate for the family composition size is not available.
- If GHA bifurcates a lease and removes the only qualifying member for the program, the remaining family members will be given 90 days, or until the end of the lease term, whichever is sooner, to establish eligibility or find a new place to live (FR-5720-F-03, pg. 80772, 80775).
- The time period to establish eligibility or to find new housing is triggered when the tenant removed from the unit is the one family member whose characteristics qualified the rest of the family to live in the unit or receive assistance (FR-F-03, pg. 80772).
- The time period begins on the date the bifurcation of the lease is legally effective and not at the start of the process to bifurcate the lease.

#### i. Immigration Status:

If after the bifurcation of the lease where the only qualifying member has been removed, and the remaining family members are ineligible due to immigration status, the family members cannot stay in the unit beyond 30 days, or after the end of the lease term if satisfactory immigration status cannot be proven.

- GHA will evict or terminate assistance to those who are unable to establish eligibility at the expiration of the time-period to establish eligibility or find another place to live.

### b. Section 8 Housing Choice Voucher Program:

- Tenant-based Section 8 assistance cannot be bifurcated because the bifurcation relates to the division of a lease, not the division of assistance .

- If GHA terminates the assistance of an individual because they were the perpetrator of a VAWA crime, the owner is not required to bifurcate the lease if the unit has other household members (FR-5720-F-03 p. 80777 and §5.2009).
- GHA's family break-up policies will apply in situations where a household divides due to a VAWA crime. (§982.315).

**X. If GHA has no safe and available units for which a tenant who needs an emergency transfer is eligible:**

- GHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.
- GHA will also provide a list of other housing authorities, which may assist with expediting an external transfer.
- At the tenant's request, GHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.
- For internal transfers within GHA's public housing portfolio, when a safe unit is not available, a tenant who is the victim of a VAWA crime will be placed on GHA's emergency transfer list for a unit of the same size, or one appropriate for the size of the family composition, in Glendale Public Housing.
- Upon the request for the transfer, GHA will assess the transfer list and discuss with the tenant when and where safe units are likely to become available.
- Tenants on the GHA public housing emergency transfer list will take priority over those currently on the transfer list and on the wait list.

**XI. Tenants Requesting an External Transfer:**

- Tenants are able to seek an internal emergency transfer and an external emergency transfer concurrently so the tenant has a greater opportunity to move to a safe unit as quickly as possible.
- **Eligibility:** Emergency transfer obligations under VAWA do not supersede any eligibility or other occupancy requirements that may apply under a covered housing program.
- **Wait List:** Reference GHA's Section 8 Administrative Plan and the Conventional Public Housing Admissions and Continued Occupancy Policy for information regarding wait list preferences for victims of VAWA crimes.

**XII. Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan.

- For persons with hearing impairments, may call 1-800-787-3224 (TTY).
- Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
- Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.
- Tenants are encouraged to call 911 for local police enforcement.

### **XIII. Attachment:**

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Also see the Violence Against Women Act Addendum to the FY 2017 Agency Plan

## Exhibit H

### Certifications

#### **A. Policy of Nondiscrimination on the Basis of Disability.**

The Subrecipient certifies that it has or will adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Subrecipient does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

#### **B. Section 319 of Public Law 101-121.**

Subrecipient certifies that to the best of its knowledge and belief, that:

1. 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, 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, 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, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will 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 agencies will 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 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **C. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.**

**Subrecipient acknowledges**

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:
  - 1.1 Qualified small and minority businesses on solicitation lists.
  - 1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area.
  - 1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - 1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.
  - 1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.
  - 1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.
  - 1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area.
2. The above-described equal opportunity requirements are obligations of the City because federal funds are being utilized to finance the Project to which this Project pertains.
3. In executing any contract, the Subrecipient agrees to comply with the requirements and to provide appropriate documentation at the request of the City.

###

#### **D. Drug-Free Workplace.**

The Subrecipient certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 C.F.R. Part 24, Subpart F by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1 The dangers of drug abuse in the workplace;
  - 2.2 The Subrecipient's policy of maintaining a drug-free workplace;

- 2.3 Any available drug counseling, rehabilitation and employee assistance programs; and
  - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - 4.1 Abide by the terms of the statement; and
  - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
  - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

## Exhibit I

### Federal Laws and Regulations

1. Applicability of Uniform Administrative Requirements. The parties should comply with all administrative requirements, cost principles, and audit requirements as provided in 2CFR Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01)
2. Equal Opportunity.
  - 2.1 The City agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the City, this assurance will obligate the City, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
  - 2.2 The City agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
  - 2.3 The City agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.
  - 2.4 The City agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
  - 2.5 The City agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.
  - 2.6 The City agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

- a. The work to be performed under this Agreement is on a program assisted under a activity providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the program area and Agreements for work in connection with the program be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the program.
  - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining Agreement or other Agreement or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the program and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor 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 subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided to the program.
3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964.
- 3.1 The City shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. This requirement shall extend to the City's entire activity regardless of how much HUD assistance is received.
  - 3.2 In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the City should apply HUD's four-factor analysis.
    - a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or City.

- b. Identify the frequency with which LEP persons come in contact with the activity.
  - c. Consider the nature and importance of the activity or service provided by the activity to people's lives.
  - d. Identify the resources available to the City and the costs associated with providing meaningful access to LEP persons.
- 3.3 The City must determine what language assistance measures are sufficient for the activity funded with HUD funds. The City shall have flexibility in addressing the needs of the LEP persons served; however, this cannot be used to minimize the obligation that the needs be addressed. The City is not required to take measures that would be a cost burden or cost prohibitive to the City.
- 3.4 Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the City's records and be made available upon request.
4. Section 504. The City agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.
5. Subcontracting. All work or services covered by this Agreement, which is subcontracted by the City, will be specified by written Agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.
6. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
7. Interest of Members, Officers or Employees of the City, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the activity during his tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the Activity assisted under this Agreement pursuant to the provisions of 24 CFR 570.611.
8. Lobbying. HOME Funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments or to influence or attempting to influence an officer or employee of any agency, a member or employee of Congress.
9. Hatch Act. The City agrees to comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.
10. Labor Standards Provisions.
- 10.1 The City agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement 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 City 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 29CFR Part 5. The City 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.

10.2 The City agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ration 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 laws nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher wage. The City shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirement of this paragraph.

11. Compliance with Environmental Requirements. The City agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24CFR §58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work.

12. Compliance with Flood Disaster Protection Act.

12.1 This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

12.2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.

13. Compliance with Environmental Laws.

13.1 This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.;

and the regulations of the Environmental Protection Agency with respect thereto, at 40CFR Part 15, as amended from time to time.

- 13.2 In compliance with said regulations, the City will cause or require to be inserted in full in all Agreements and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:
- a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt Agreement or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40CFR §15.20.
  - b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
  - d. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions.
  - e. In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
- 13.3 The Resource Conservation and Recovery Act. The City will comply with the Resource Conservation and Recovery Act (“RCRA”), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (“EPA”) (40CFR Parts 247 through 254).
- 13.4 The Toxic Substances Control Act. The City will comply with the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §2601 et seq.
- 13.5 The Federal Insecticide, Fungicide and Rodenticide Act. The City will comply with the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”), 7 U.S.C. §136 et seq.
- 13.6 The City will comply with all other applicable federal and state environmental laws and regulations, including, but not limited to, §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (“RCRA”) (Pub. L. 94-580, 42 U.S.C. §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (“EPA”) (40CFR Parts 247 through 254).

Accordingly, state and local institutions of higher education, hospitals, commercial organizations and international organizations when operating domestically, and non-profit organizations that receive direct Federal awards or other Federal funds will give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

14. Historic Preservation. This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36CFR Part 800. The City must take into account the effect of a program on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.
15. Historic Barriers. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with HOME funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."
16. Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24CFR Part 35 and 24CFR §570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Programs, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the compliance status.
17. Acquisition/Relocation. This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14 and 570.606, which govern the acquisition of real property for the program and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the program.
18. Property Disposition. Real or personal property purchased in whole or in part with HOME funds shall not be disposed through sale, use, or location without the written permission of the City and/or HUD as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR §570.504(c).
19. Debarment, Suspension, Ineligibility and Voluntary Exclusion.
  - 19.1 In order to participate in this Agreement, the City must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
  - 19.2 The City, shall include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier

Covered Transactions” with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR part 76.

- 19.3 If the City is unable to comply with this requirement, an explanation shall be immediately provided to the City in accordance with paragraph 29 of this Agreement.
20. Federal Fire Prevention and Control Act of 1992. The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the Community Development Block Grant Program. To comply with this requirement and locally adopted codes City shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

## **Exhibit J**

### **Additional Requirements**

See attached requirements:

1. Procurement
2. Disputes/Grievance Procedure
3. Right to Refuse Service

## PROCUREMENT

1. The Subrecipient agrees to comply with federal procurement requirements and the City's procurement code for all expenditures of funds. Below is an overview of the procurement requirements.
  - 1.1 Purchases over \$50,000 must be publicly bid.
  - 1.2 Purchases between \$10,001 and \$50,000 must follow competitive purchasing procedures based on written quotations.
  - 1.3 Purchases of \$5,000 to \$10,000, whenever practical, must be based on oral quotations, with file documentation of vendors contacted and quotations received.
  - 1.4 Purchases under \$5,000 do not require written or oral quotations.
  - 1.5 Expenditures for employee salaries or items such as client subsidies would not generally be subject to procurement requirements. (Such items do not generally constitute purchases.)
2. The Subrecipient agrees to adopt a written procurement policy that, at a minimum, complies with the above procurement requirements, and to follow accounting procedures that will assure compliance with federal and city procurement codes.
3. The Subrecipient further agrees to retain sufficient supporting documentation to demonstrate compliance with these requirements. Examples include, but are not limited, to the following:
  - 3.1 Copies of bid documents;
  - 3.2 Written quotations; and
  - 3.3 Evidence of oral quotations.

###

## DISPUTES/GRIEVANCE PROCEDURE

1. The Subrecipient agrees to negotiate and resolve any disputes in the delivery of activities stated herein and will inform the City in writing of such negotiations and resolutions.
2. In the event the issue is not resolved, the City will confer with all parties to understand the issue, if appropriate, offer guidance, and try and reach an amicable solution.

###

## RIGHT TO REFUSE SERVICE

The City reserves the right to refuse, terminate, or suspend service or accounts to an individual, company, or agency, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency exists.

###

**Exhibit K**

**Insurance Certificate**

(See attached)

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Exhibit L

Subrecipient RSOQ Submittal