



City of La Habra

Bill Assistance Program (BAP)

American Rescue Plan Act (ARPA)



Program Guidelines

July 2022



1.0 INTRODUCTION

In response to the Coronavirus Pandemic (COVID-19), Congress approved the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan. The SLFRF delivered \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The SLFRF program ensures that governments have the resources needed to fight the pandemic and support families struggling with its public health and economic impacts.

To assist La Habra residents respond to the economic hardships created by the COVID-19 pandemic, the City of La Habra has established the Bill Assistance Program – American Rescue Plan (BAP). The program provides grants of \$2,500 to eligible applicants to respond to the impact of COVID-19. The City has made an initial allocation of \$500,000 to fund this program.

Applications will be accepted on a first-come, first-serve basis beginning August 1, 2022 until funds are exhausted.

2.0 ELIGIBILITY AND MINIMUM REQUIREMENTS

Eligible applicants include households that currently live within the City of La Habra city limits and whose gross household income is at or below 65% of the area median income for Orange County, adjusted for household size as published annually by the U.S. Department of Housing and Urban Development (HUD). The current income limits are shown in the table below.

To be eligible for the BAP, the following minimum requirements must be met:

- a. The household must live in La Habra city limits.
- b. The gross household income for all persons 18 years of age and older must not exceed 65% of the area median income for Orange County.
- c. The applicant submits qualified bills for payment.

# People in Household	1	2	3	4	5	6	7	8
Maximum Gross Household Income	\$61,500	\$70,450	\$79,300	\$88,100	\$95,150	\$102,200	\$109,250	\$116,300

**65% Area Median Income for Santa Ana/Anaheim/Irvine MSA (FY2022)*

The City will not provide grant assistance in situations where it is determined that any representation, warranty or statement made in connection with the BAP application is incorrect, false, misleading or erroneous in any material respect. In the event assistance has already been provided prior to the discovery of incorrect, false, or misleading representation, the City may initiate legal action to recover the funds and its attorneys' fees and costs in doing so.

SLFRF funded BAP grants are limited to one per residential address and one per household.

Income Eligibility

As defined at 24 CFR 5.403, “family” includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: 1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or 2) A group of persons residing together, and such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); an elderly family; a near-elderly family; a disabled family; a displaced family; and the remaining member of a tenant family.

Therefore, family member information must include, at a minimum, the following:

- Full names and ages of all family members living in the residence; and
- Signature of all adult family members age 18 or over, certifying that the information provided related to the annual family income and family composition is correct.

The City will use the Section 8 definition of “Annual Income” as defined in 24 CFR, Part 5, Subpart F and Exclusions defined in Subpart F. Based in this, “Annual Income” which is defined as all amounts, monetary or not, which go to the family head or spouse (even if temporarily absent) or to any other family member, or are anticipated to be received from a source outside the family during the 12-month period following submission of the Program Application. Exhibit 1 provide the list of included and exclude types of income.

The CARES Act Economic Impact Payment (stimulus check) is not considered an income payment.

Income shall be annualized for qualification purposes based on present income received. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the City believes that past income is the best available indicator of expected future income, the City may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

3.0 INELIGIBLE RESIDENTS

The following applicants are ineligible for participation in the BAP:

- a. Applicants that do not have a valid social security number
- b. Property owners with open Code Enforcement cases

4.0 ELIGIBLE USES OF PROGRAM FUNDS

Grants are restricted to the following eligible costs:

<ul style="list-style-type: none">• Rent including late fees• Mortgage principal and interest• Utility bills (gas, electric and water)• Telephone and cellphone bills	<ul style="list-style-type: none">• Credit card bills• Car payment• Student loan payment
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<ul style="list-style-type: none"> • Cable, internet, Dish Network 	<ul style="list-style-type: none"> • Streaming services (Netflix, Hulu, YouTube TV, etc.)
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At the time of application, grant recipients will need to provide documentation to support the request for grant funding. Documentation must be for bills listed in 3.0 that are in the name of Applicant that are either:

- a. Paid within 30 days prior to the date the applicant is submitted; or
- b. Due within 30 days after the date of the submittal of the application.

5.0 APPLICATION AND SELECTION PROCESS

Applications will be accepted on a first-come, first-serve basis beginning August 1, 2022 until funds are exhausted. Applicants will be required to complete an initial application, including a copy of the following documents:

1. Documents for all persons in the household who are 18 years of age and older

- Copy of State ID/ Driver’s license
- 2021 federal income tax return (all pages – all schedules). If not filed, 12 months of personal bank statements (January 1, 2021 through December 31, 2021).
- Birth Certificate for newborns that are not listed on the 2021 federal income tax return
- Copy of recent paycheck stub
- Copy of recent social security benefits statement
- Copy of recent pension statement
- Copy of most recent government aid statement (AFDC, Cal-Fresh, etc.)

2. Documents from the Applicant (only)

- W-9 form (attached)
- Bills showing the Applicant name, amount paid and/or the amount due totaling up to \$2,500.

NOTE: Applicants are encouraged to submit bills that exceed the grant of \$2,500. Applicant’s will not be permitted to submit any bills after the application is submitted. Although, only \$2,500 in bills will be paid by the City, submitting more than \$2,500 will better ensure that the applicant will be paid the full amount of the grant.

The City reserves the right to request additional information upon receiving the application. Applications may be submitted online, by mail or hand delivered to the City of La Habra.

City of La Habra Community Development Department
 Attn: Bill Assistance Program (BAP)- ARPA
 110 East La Habra Boulevard
 La Habra, CA 90631

6.0 ALLOWABLE REQUESTS

Once the review is complete and the applicant is confirmed to be eligible, the City will send an agreement to the applicant. The applicant is required to provide two original copies of the agreement to the City. Upon execution of the agreement, the City will distribute funds to the Applicant via check.

If there is evidence that the grant funds were fraudulently obtained, the applicant shall be required to re-pay a portion of or all of the grant funds to the City.

The City of La Habra and/or its representative will be responsible for the administration of the program:

- Originate grant funds
- Market the grant program
- Accept and process applications
- Review and underwrite grant requests
- Ensure timely disbursement of funds
- Maintain documents and fiscal records
- Administer grants and locally sourced funds used for this program
- Ensure compliance with program guidelines as they relate to the funding sources
- Report program metrics to the City Council, the Department of Treasury and other interested parties.

7.0 RECORD KEEPING AND REPORTING

In accordance with 31 CFR Part 35, the City is responsible for maintaining all documents and records used in its assessment of the eligibility of the bill assistance grant.

8.0 ENVIRONMENTAL REVIEW

NEPA regulations require an Environmental Review Record (ERR) to be submitted for each applicant funded with CDBG monies prior to award or approval of funds. The ERR level of review is based on the type of project proposed.

This review will be completed by the City of La Habra prior to the award of funds.

9. CONFLICT OF INTEREST

In accordance with 2 CFR 200.318(c) (General Procurement Standards), no employee, officer, or agent may participate in the selection, award, or administration of a grant made through this program if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a grant provided through this program.

10.0 APPLICANT CONFIDENTIALITY

Employees of the City will not disclose any of the applicant or household member's personal confidential information as part of the grant process. Financial information supplied by the applicant, including but not limited to tax information, personal and business financial information, and similar data are considered to be confidential. All confidential information of the applicant and household member(s) will only be disclosed to persons required to view the information as part of grant review and approval. All personal and business confidential information of grant applicants will be kept in a locked secured storage facility or password protected electronic files and unavailable to persons outside of the program. At all times the City will abide by all requirements stated within the Privacy Act of 1974 as amended. If the City receives a request for public records related to a grant application, only non-confidential information, as verified by the City Attorney, will be provided.

11.0 EQUAL OPPORTUNITY COMPLIANCE AND DISCRIMINATION

In accordance with the City of La Habra's policies and program guidelines, this program will be implemented in ways consistent with the City's commitment to State and Federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with ARPA program funds on the basis of his or her disability, family status, national origin, race, color, religion, sex, marital status, medical condition, ancestry, source of income, age, sexual orientation, gender identity, gender expression, genetic information, or other arbitrary discrimination.

12.0 PROGRAM GUIDELINES CHANGES AND MODIFICATIONS

Minor changes to these Implementation Guidelines involving administrative procedures or accommodations to adapt to unique applicant situations or opportunities, or regulatory changes may be performed with the approval of the Director of Community and Economic Development Director or his/her designee. Federal regulatory requirements for the SLFRF program are not subject to modification or revision.

13.0 APPEALS

Appeals of the determination of the Director of Community and Economic Development or his/her designee shall be made in writing with in 15 days to the Planning Commission. The decision of the Planning Commission will be final.

Attachment A - Section 8 Definition of Annual Income - 24 CFR, Part 5, Subpart F (Section 5.609)

§ 5.609 Annual Income.

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

- (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- (B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in 24 CFR § 5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. **[Federally Mandated Exclusions listed below]**

Federally Mandated Exclusions from Annual Income

Following is the list of benefits that currently qualify for this income exclusion. The list includes those relevant exclusions that may be applicable to the IHBG program.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b))
2. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(l), 5058)
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6)
7. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407)

Please note the recipient may need to examine certain per capita shares to determine whether the proceeds are covered by this provision, such as bingo and gambling proceeds.

Although some gaming funds are called "per capita payments", the National Indian Gaming Commission's General Counsel and the Solicitor's office of the Department of the Interior confirmed that the proceeds of gaming operations regulated by the Commission are not funds that are held in trust by the Secretary for the benefit of an Indian tribe, therefore, they do not qualify as per capita payments within the meaning of the Per Capita Distribution Act.

Also, if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment does not qualify for this provision. These gaming profits are income that must be included as annual income as defined by HUD's Section 8 Program, the Census, and the IRS. Further, the tribal member must report this miscellaneous income on the "other income" line of the Federal Income tax 1040 Form;

8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g)
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.)
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1721)
12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
13. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
14. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
15. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c))
16. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2))
17. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C.1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under

the Special Supplemental Food Program for Women, Infants, and Children (WIC)

18. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
19. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110- 289). This exclusion will apply when an IHBG recipient adopts the Section 8 definition of annual income.
20. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291). This exclusion will apply for one year from the time that payment is received.
21. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).





CITY OF LA HABRA

BILL ASSISTANCE PROGRAM (BAP) AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

REQUIRED DOCUMENTS APPLICATION SUPPORT DOCUMENT CHECKLIST

THE FOLLOWING DOCUMENTS MUST BE PROVIDED WITH THE APPLICATION.

If any of these documents are missing, your application will be rejected.

Applicants will be required to complete an initial application, including a copy of the following documents:

1. Documents for all persons in the household who are 18 years of age and older

- Copy of State ID/ Driver's license
- 2021 federal income tax return (all pages – all schedules). If not filed, 12 months of personal bank statements (January 1, 2021 through December 31, 2021).
- Birth Certificate for newborns that are not listed on the 2021 federal income tax return
- Copy of recent paycheck stub
- Copy of recent social security benefits statement
- Copy of recent pension statement
- Copy of most recent government aid statement (AFDC, Cal-Fresh, etc.)
- Sole Proprietor
 - 2021 business tax return
 - 2022 profit and loss statement

2. Documents from the Applicant (only)

- W-9 form (attached)
- Bills showing the Applicant name, amount paid and/or the amount due totaling at least \$2,500.

NOTE: Applicants are encouraged to submit bills that exceed the grant of \$2,500. Applicant's will not be permitted to submit any bills after the application is submitted. Although, only \$2,500 in bills will be paid by the City, submitting more than \$2,500 will better ensure that the applicant will be paid the full amount of the grant.





City of La Habra
Bill Assistance Program (BAP) – American Rescue Plan Act (ARPA)

APPLICATION

PROGRAM DESCRIPTION

The City of La Habra is offering a one-time grant to current residents of the City of La Habra for the payment of bills in the name of the Applicant **ONLY** that are either paid within 30 days prior to the date the applicant is submitted or due within 30 days after the date of the submittal of the application. One grant is provided for each residential property address and applicant. Eligible households must currently live in the City of La Habra city limits and have a household income at or below 65% of the area median income, adjusted for household size as follows:

No. Persons in Household	1	2	3	4	5	6	7	8
Maximum Income	\$61,500	\$70,450	\$79,300	\$88,100	\$95,150	\$102,200	\$109,250	\$116,300

APPLICANT

Name: _____

Address: *Street:* _____

City: _____ *State:* _____ *Zip Code:* _____

CONTACT INFORMATION

Telephone: () _____ Email: _____

QUESTIONNAIRE

Please answer the questions below. The answers will determine if you are eligible to apply for the program.

	Yes	No	<i>Check the appropriate box next to each question.</i>
Do you currently live in the City of La Habra?	<input type="checkbox"/>	<input type="checkbox"/>	If you answered NO, STOP HERE you are not qualified.
Is your combined household income for all persons 18 years of age and older at or below the income shown in the chart above?	<input type="checkbox"/>	<input type="checkbox"/>	If you answered NO, STOP HERE you are not qualified.
Do you or any member of your household (family) have a conflict of interest?	<input type="checkbox"/>	<input type="checkbox"/>	If you answered YES, STOP HERE you are not qualified. Refer to conflict of interest statement in the box below.

Conflict of Interest - Applicants for bill assistance shall not be an employee, agent, consultant, officer or elected official or appointed official of the City who exercises or have exercised any function or responsibilities with respect to activities relating to this Program or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or financial benefit from this Program, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

HOUSEHOLD COMPOSITION

List all persons who live in your home at the time of application, including applicant. Give the relationship of each family member to the head of household.

Member No.	Full Name of Family Member	Relationship	Date of Birth	SS #	Working	Retired	Disabled
1					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please check the ethnic group which describes your household (optional):

- | | | |
|--|---|--|
| <input type="checkbox"/> White | <input type="checkbox"/> Black/African American | <input type="checkbox"/> Native Hawaiian/Other Pac Islander |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> American Indian/Alaskan Native & Black/African American |
| <input type="checkbox"/> Asian & White | <input type="checkbox"/> Black/African American & White | <input type="checkbox"/> American Indian/Alaskan Native & White |
| | | <input type="checkbox"/> Hispanic |
| | | <input type="checkbox"/> Non-Hispanic |

GROSS MONTHLY

INCOME SOURCE <small>(All persons 18 years of age and older)</small>	APPLICANT	Member 2	Member 3	Member 4	Member 5	TOTAL <small>(Add all income in the row)</small>
Wages from employer	\$	\$	\$	\$	\$	\$
Social Security	\$	\$	\$	\$	\$	\$
Disability	\$	\$	\$	\$	\$	\$
Retirement (401K distributions etc.)	\$	\$	\$	\$	\$	\$
Pension	\$	\$	\$	\$	\$	\$
Interest From Savings, CD's, Bonds, Stocks, etc.	\$	\$	\$	\$	\$	\$
Alimony	\$	\$	\$	\$	\$	\$
Child Support	\$	\$	\$	\$	\$	\$
Foster Care	\$	\$	\$	\$	\$	\$
Rental Income	\$	\$	\$	\$	\$	\$
Unemployment	\$	\$	\$	\$	\$	\$
AFDC	\$	\$	\$	\$	\$	\$
Other:	\$	\$	\$	\$	\$	\$
TOTAL GROSS MONTHLY HOUSEHOLD INCOME: <small>(Add all MONTHLY income above together)</small>						\$
						x 12
TOTAL ANNUAL INCOME:						\$

ACKNOWLEDGMENT, AGREEMENT AND CERTIFICATION

IMPORTANT - READ BEFORE SIGNING:

Right to Financial Privacy - This is a notice to you, as required by the Right to Financial Privacy Act of 1978, that the City of La Habra or its agents or designees have a right of access to financial records held by any financial institution in connection with the consideration or administration of the Bill Assistance Program for which you have applied. Financial will be available to the City of La Habra, federal oversight agencies such as the Department of Treasury, the City of La Habra’s agents or designees without further notice or authorization but will not be disclosed or released to another Government agency or department without your consent except as required or permitted by law.

Reimbursement Documentation – Only receipts or other evidence of bills that you are requesting reimbursement for submitted as part of this application will be used to calculate your total grant. Additional receipts will not be accepted after your application is submitted.

Acknowledgment - I/We understand that this grant is being provided by the City of La Habra based solely upon the information that you have provided in this application.

I/We acknowledge that a material misstatement or omission made by me/us in any statement or application by me/us in connection with my/our application for the City of La Habra Bill Assistance Program funded through Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funds will be grounds (at the discretion of the City) for immediate revocation by the City of the grant made to me/us in conjunction with the Bill Assistance Program and will result in the immediate demand for repayment of all grant funds provided conjunction with the City of La Habra Bill Assistance Program.

In addition, I/we hereby acknowledge and understand that any false pretense, including any false statement or representation; or the fraudulent use of any instrument, facility, article, or other valuable item or service pursuant to my/our participation in any programs(s) administered by the City, may be subject to both civil and criminal prosecution and immediate disqualification from the City's Bill Assistance Program.

Certifications - I/We certify that the information provided in this application is true and complete to the best of my knowledge as of the date set forth opposite my/our signature(s) in this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties.

I/We certify that I/we have read and understood the provisions in this document and that I/we wish to proceed with the application for the City of La Habra Bill Assistance Program.

By signing below, I certify that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify me from benefits.

_____ Name of Person Signing	_____ Signature	_____ Date
_____ Name of Person Signing	_____ Signature	_____ Date
_____ Name of Person Signing	_____ Signature	_____ Date
_____ Name of Person Signing	_____ Signature	_____ Date
_____ Name of Person Signing	_____ Signature	_____ Date

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BILL ASSISTANCE PROGRAM (BAP)– AMERICAN RESCUE PLAN ACT (ARPA)

**GRANT AGREEMENT
BETWEEN THE CITY OF LA HABRA
AND**

«RESIDENT_NAME»

This Grant Agreement (“Agreement”) is entered into «Document Date» (“Effective Date”), by and between the City of La Habra, a California municipal corporation (“City”), and «Applicant Name» (Grantee), who resides at «Applicant AddressStreet Address», «Applicant AddressCity», «Applicant AddressState» «Applicant AddressPostal Zip Code». Each party is at times individually referred to as a “Party” and collectively as the “Parties” herein.

RECITALS

- A. As part of the American Rescue Plan (“ARPA”) approved by Congress, the City of La Habra received federal Coronavirus State and Local Fiscal Recovery Funds (“SLFRF Funds”) through the United States Department of the Treasury (“Treasury”). These SLFRF Funds are intended assist local governments in responding to the public health emergency, COVID-19 or its negative economic impacts, including providing assistance to households.
- B. The City of La Habra’s Bill Assistance Program - American Rescue Plan Act (“BAP-ARPA Program”) will provide a one-time grant to La Habra households whose income is equal to or less than 65% of the area median income for Orange County, California. The City has determined the need financial assistance to qualified households to aid in their recovery from impacts of the COVID-19 public health emergency.
- C. Grantee acknowledges it has reviewed the Program Guidelines (“Guidelines”), attached hereto as Exhibit A and incorporated herein by reference. The Guidelines may be updated from time-to-time in the City’s sole and absolute discretion in accordance with applicable federal and/or State regulations. Any updated Guidelines shall automatically become a part of this Agreement and shall not require an amendment to this Agreement.
- D. Grantee requested a grant from the City for the Program by submitting a Grant Application (“Grant Application”).
- E. As a condition to accepting grant funds from Program, Grantee agrees to abide by all terms and conditions set forth in the Guidelines and this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. GRANT

- 1.1. City awards to Grantee grant funds in the amount of «Payment_Amount» (“Grant Funds”) as requested by Grantee in the Grant Application.
- 1.2. Grant Funds shall be disbursed by City to Grantee in accordance with the BAP-ARPA Program Guidelines and as provided herein.

2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until one (1) year after the City disburses the Grant Funds to Grantee, unless the City terminates this Agreement or any portion thereof at an earlier date as provided herein.

3. RESTRICTIONS ON USE OF FUNDS

- 3.1. The Grant Funds are subject to the following expenditure conditions:
 - 3.1.1. The City will accept only bills for reimbursement to the Grantee that include the name and address identified as the applicant in the Grant Application.
 - 3.1.2. Grantee shall fulfill and be in conformance with the requirements of the Program and its Guidelines, including but not limited to eligibility requirements, and any federal, State, local, and/or City requirement pertaining to the Program.
 - 3.1.3. The grant and use of SLFRF funds are limited to the household's qualified bills that are due within 30 days of the date submittal of the application or paid 30 days prior to the submittal of the application. Grant Funds may be used for the following, including without limitation (each an "Eligible Expense"):
 - 3.1.3.1. Reimbursement to Grantee for rent including late fees associated with the property leased/rented and occupied by the Grantee located in the City of La Habra.
 - 3.1.3.2. Reimbursement to Grantee for mortgage payment including principal, interest and late fees associated with the property owned and occupied by the Grantee located in the City of La Habra.
 - 3.1.3.3. Reimbursement to Grantee for utility bills associated with the property owned/leased/rented and occupied by the Grantee located in the City of La Habra;
 - 3.1.3.4. Reimbursement to Grantee for credit card payment(s).
 - 3.1.3.5. Reimbursement to Grantee for automobile loan payment(s).
 - 3.1.3.6. Reimbursement to Grantee for student loan payments including principal, interest and late fees.
 - 3.1.3.7. Reimbursement of any other household expense deemed eligible by the City.
 - 3.1.4. The Grant Funds shall not be used for any activity that would violate City, state or federal statutory.

4. DOCUMENTATION REQUIREMENTS

- 4.1. At all times during the term of this Agreement, Grantee shall maintain true, proper, and complete documentation that evidences Grantee's expenditures for Approved Uses ("Records"). Grantee shall make available to City such Records within ten (10) calendar days of the City's request.

5. USE OF GRANT FUNDS

- 5.1. The Grant Funds may be provided to Grantee as reimbursement for Eligible Expenses and for no other use.
- 5.2. Reimbursement of Household Expenses. The City will use ONLY the documentation submitted by the Grantee as part of the application. Additional expense documentation will NOT be permitted to be added after the submittal of the application.
- 5.3. If City agrees that Grantee has incurred Eligible Expenses under the Program and Grantee has provided documentation to City as provided herein, City will issue to Grantee a check to reimburse Grantee for the Approved Uses up to the Reimbursement Amount provided in Section 1.1.
- 5.4. Disbursement of the Grant Funds to the Grantee shall be by check, and prior to disbursing the Grant Funds, Grantee shall provide the following to the City so that the payment may be processed:
 1. Completed W-9.

6. INDEMNIFICATION

- 6.1. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to misrepresentations or omissions by Grantee, the grant of funds by City, the acceptance or expenditure of Grant Funds, the Application, the Agreement and/or the Program (including the negligent and/or willful acts, errors and/or omissions of the Grantee, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). This indemnification provision shall survive the termination of this Agreement.
- 6.2. Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms set forth in the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Grantee.

7. GRANTEE INDEPENDENCE

In the performance of this Agreement, the Grantee, and the agents and employees of Grantee, shall act in an independent capacity and are not officers, employees or agents of the City. The manner and means of performing under this Agreement are under the control of Grantee, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Grantee or any of Grantee’s employees or agents, to be the agents or employees of City. Grantee shall have the responsibility for and control over the means of performing under this Agreement, provided that Grantee is in compliance with the terms of this Agreement.

8. PROHIBITION AGAINST TRANSFERS

Grantee shall not assign, sublease, hypothecate or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise without prior written consent of City. Any attempt to do so without written consent of City shall be null and void.

9. NOTICES

9.1. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this section.

9.2. All notices, demands, requests or approvals from Grantee to City shall be addressed to the City at:

Attn: Miranda Cole-Corona
City of La Habra
110 E. La Habra Blvd.
La Habra, CA 90631
Email: mcole@lahabraca.gov

9.3. All notices, demands, requests or approvals from City to Grantee shall be addressed to Grantee at:

Attn: «Applicant_Name_1_First_and_Last»
«Applicant_Name»
«Applicant_AddressStreet_Address»
«Applicant_Mailing_AddressCity»
«Applicant_Mailing_AddressState»
«Applicant_AddressPostal__Zip_Code»
Email: «Primary_Contact__Email»

10. VIOLATIONS AND TERMINATION

- 10.1. If the City discovers that Grantee has breached any part of this Agreement or made a material misrepresentation or otherwise falsified its application or any document provided to City to support Grantee's application or a reimbursement, or Grantee has misused the Grant Funds or used them for an ineligible expenditure, Grantee shall return the entirety of the Grant Funds to the City within ten (10) calendar days of the City's written notice. The City's decision shall be final. Additionally, the City shall have all other remedies besides the remedy provided herein to enforce this Agreement and its Program.
- 10.2. Specific Performance. Grantee agrees that the City has the legal right, and all necessary conditions have been satisfied, to specifically enforce Grantee's obligations pursuant to this Agreement.
- 10.3. Termination. Notwithstanding anything to the contrary herein, the City shall have the right to terminate the Agreement immediately, with or without cause, at any time, by providing written notice to Grantee. Upon termination, the City shall have no further obligation to provide any Grant Funds or Reimbursement Amount to Grantee. City has the sole and absolute discretion to terminate the Program or any portion thereof at any time.

11. STANDARD PROVISIONS

- 11.1. Recitals. City and Grantee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.
- 11.2. Compliance With all Laws. Grantee shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted and comply with all state and county guidance for re-opening.
- 11.3. Waiver. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.
- 11.4. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.
- 11.5. Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Grant Application or any other attachments attached hereto, the terms of this Agreement shall govern.
- 11.6. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

- 11.7. Amendments. This Agreement may be modified or amended only by a written document executed by both Grantee and City and approved as to form by the City Attorney.
- 11.8. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 11.9. Controlling Law And Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.
- 11.10. Equal Opportunity Employment. Grantee represents that it is an equal opportunity employer and it shall not discriminate against any contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age or any other impermissible basis under law.
- 11.11. Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall be entitled to its attorney's fees.
- 11.12. Taxes. The City and Grantee expressly agree that the Grantee shall be responsible for all taxes that are associated in any way to the receipt or use of the Grant Funds.
- 11.13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

City of La Habra

A California Municipal Corporation

GRANTEE:

Date: _____

Date: _____

By: _____
Director of Community and Economic Development

By: _____
Name, Title

GRANTEE UEI Number:

«UEI Number_for_business_owner»

[END OF SIGNATURES]

Attachment: Exhibit A: Bill Assistance Program – American Rescue Plan Act Guidelines

Exhibit “A”

[Program Guidelines]

Immediately Following this Page.