



City of Fort Bragg

HOME Investment Partnerships Program
California Department of Housing & Community Development

Serving the Area
Inside the City Limits of the
City of Fort Bragg

COVID HOME TENANT- BASED RENTAL ASSISTANCE PROGRAM ("COVID TBRA") PROGRAM GUIDELINES

WITH HUD COVID-19 WAIVERS



HCD Certificate Model Version: 12/2019

Approved by HCD 9-28-2020

TABLE OF CONTENTS

I.	Introduction	3
II.	Eligibility	4
III.	Applying for Admission	7
IV.	Occupancy Standards	8
V.	TBRA Eligibility Agreement Issuance and Briefings	10
VI.	Lease Addendum and Home Rental Assistance (HRA) Contract Execution	13
VII.	Housing Quality Standards	13
VIII.	Denial or Termination of Assistance	13
ATTACHMENTS		
A.	24 CFR Part 5 Annual Income Inclusions and Exclusions	15
B.	24 CFR Part 5 Asset Inclusions and Exclusions	19
C.	Current Program Income Limits	20
D.	Current Program Rent Standards	21
E.	TBRA Eligibility Agreement	22
F.	Lease Addendum	25
G.	Additional Lease Addendum (Violence Against Women Act)	28
H.	HOME Rental Assistance Contract	29
I.	24 CFR § 982.401 Housing Quality Standards (HQS)	34
J.	Housing Quality Standards (HQS) Inspection Form	38
K.	Tenant Selection Plan	39

**City of Fort Bragg
HOME TENANT-BASED RENTAL ASSISTANCE (“TBRA”)
PROGRAM GUIDELINES**

I. INTRODUCTION

These Program Guidelines have been developed by the California Department of Housing and Community Development (HCD) based on the Section 8 Housing Assistance Program (HAP) operated by the U.S. Department of Housing and Urban Development (HUD), and have been adopted for the implementation of the City of Fort Bragg HOME Tenant-Based Rental Assistance Program (hereinafter referred to as “TBRA Program”).

These Program Guidelines include special HUD waivers due to COVID-19. These waivers shall run through December 31, 2020, unless extended by HUD and HCD.

Conflict of Interest Requirements

In accordance with 24 CFR Section 92.356 of the HOME Investment Partnerships (HOME) Final Rule, the following will apply:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds 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 benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, 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. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HCD.

Participating Agencies

The City of Fort Bragg TBRA Program will be administered by the City of Fort Bragg (hereinafter referred to as “Program Operator”). Note: The term “Program Operator” used throughout this document refers to the Program Administrator named above.

Fair Housing

The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. The Program Operator will follow affirmative marketing procedures that provide information, through the implementation of an outreach marketing program to attract all eligible persons without regard to race, color, national origin, sex, sexual orientation, gender identity, age, religion, disability, and familial status. Affirmative marketing plans and procedures shall be approved by HCD. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the TBRA Program’s eligible area compared to the ethnicity of the population served by the TBRA Program (includes, separately, all applications received and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the TBRA Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the TBRA Program-eligible area.

II. ELIGIBILITY

The TBRA Program will be available in areas located within the city limits of the City of Fort Bragg.

Each household may choose to remain in their eligible unit, or may choose to rent any other eligible unit in the service area identified above.

OPTIONAL SELF-CERTIFICATION OF INCOME DURING HUD WAIVER PERIOD

Under the HUD issued waivers for COVID-19, households can opt to provide a written self-certification of income which includes, except in the case of homeless households, an explanation of the economic impact of COVID-19 on the household. By the end of the HUD waiver period, the TBRA rental assistance will terminate. This waiver ends on December 31, 2020, unless extended by HUD and HCD.

Income Qualification Criteria

Projected gross annual income of the applicant household through self-certification will be used to determine whether it is above or below the published HCD income limits.

Income will be verified by the review of the self-certification completed by the TBRA participant.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the gross annual income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine TBRA Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used, and the types of income that are not considered would include income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

Please see **ATTACHMENT A** for HUD's Annual Income and Exclusions list.

B. ASSETS:

There is no asset limitation for participation in the TBRA Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture, clothing and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset. Part 5 Asset Inclusions and Exclusions is attached to these guidelines as **ATTACHMENT A**.

Eligible Families – Income and Assets

Most applicants must have household incomes at or below sixty percent (60%) of the applicable County's area median income (AMI), adjusted by household size, as published by HCD each year (see **ATTACHMENT C**). The link to current HOME income limits adjusted by household size is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

However, the TBRA Program may provide assistance to up to ten percent (10%) of its assisted households with incomes at or below eighty percent (80%) of County's AMI, under each HOME contract.

"Household" means one or more persons who occupy a housing unit. Subject to the exemptions allowed in the "**Income Determination Guide**", all persons, including

unborn children, and including non-related individuals, will be considered household members for purposes of determining income eligibility.

All adult applicants must certify that they meet the household income eligibility requirements for the TBRA Program and have their household income documented. The income limits in place at the time the applicant(s) eligibility is certified will apply when determining applicant income eligibility.

General TBRA Program Design

The TBRA Program is a rental subsidy program that is designed to assist eligible tenants with the payment of monthly rent

Rent Standards

During the HUD waiver period, provided the applicant has demonstrated an economic impact from the COVID-19 pandemic, the applicant may request the Program pay the landlord for any unpaid rent and/or late charges incurred after April 1, 2020, through the date the Program's rent subsidy begins for the applicant. The Program shall not reimburse the participants for any rent previously paid by participants to the landlord during this time period. Additionally, during the HUD waiver period, the Rent Standard cap is waived.

Rental Assistance Subsidy Amounts

Past-Due Rent Subsidy

During the COVID Waiver period, the maximum monthly rental subsidy for past-due rent for each household cannot exceed 100% of past-due rent for the months before the application date but not before April 1, 2020.

Monthly Rental Subsidy

The maximum monthly rental subsidy for each household is 100% of rental payment but only until December 31, 2020. The amount the tenant may pay monthly is known as the Total Tenant Payment (TTP).

Examples for Calculating Program Payment

The Smith household has been income certified and is eligible for assistance.

EXAMPLE 1: Applied on 8/20/20; Rent Payment Calculation beginning on 9/1/20

Approved rent is \$1,200 per month.	Current Rent Payment	\$1,200
	Less TTP	<u>(0)</u>
	<u>Program Payment</u>	<u>\$1,200</u>

EXAMPLE 2: Two Months Past-Due Rent

Approved rent is \$1,200 per month.	PastDue Rent (\$1,200x2)*	\$2,400
	*one-time payment	
	Current Rent Payment	1,200
	Less TTP	<u>(0)</u>
	<u>First Program Payment</u>	<u>\$3,600</u>

Note: In both examples rent is paid directly to the landlord after all Program forms have been executed.

Rental Security Deposits

The TBRA Program may approve the payment of a rental security deposit to the landlord for new rentals where the program recipient has less than six months of gross income in their checking/savings accounts, and where the lease between the landlord and tenant is for at least one year. The amount of the security deposit may not exceed the equivalent of two month's rent for the unit. Rental security deposit, if any, are grants and not loans, and shall therefore be returned to the tenant at the end of the rental agreement.

III. APPLYING FOR ADMISSION

How to Apply

Households may apply for assistance by completing and submitting an application package to Program Operator.

Completion of an Application

Upon completion of the application, an interview appointment will be scheduled. The interview appointment may be conducted in person or by telephone.

Applicants are responsible for rescheduling interview appointments when the original appointment is missed. If the Applicant does not reschedule and misses two consecutive interview appointments, the application may be rejected.

- Self-Certification of income must be complete, with all information provided and signatures provided.
- At a minimum, the head of household will be required to attend the interview appointment. All adult household members must sign the Applicant/Tenant Certification Form in order for the application to be considered complete.
- Information provided by the Applicant to be verified includes information on household composition, income, allowances and deductions, preference status, full-time student status, and other factors relating to eligibility before being issued a TBRA Eligibility Agreement.

If additional information is needed to determine eligibility, a request will be sent to the Applicant, detailing the necessary additional information, which must be submitted within 10 working days. If no response is received within 10 days, a second request will be sent, allowing an additional 10 days to respond. If no response is received to the second request for additional information, an ineligibility letter will be sent. After the verification process is completed, the Program Operator will make a final determination of eligibility based on verified data.

IV. OCCUPANCY STANDARDS

During the HUD waiver period, units occupied by households receiving COVID TBRA assistance will certify that the assisted unit meets HQS. Both the tenant and landlord will certify that the unit meets HQS through signed certifications and contract terms. Tenants will certify during application and interviews and Landlords will certify using the COVID-TBRA Owner Certification form.

Size of Units

Households meeting the preference criteria may remain in their units and be assisted in place; however if they elect to select a different unit, the following occupancy standards shall apply.

The occupancy standard for the TBRA Program is two persons per sleeping area. The standards prescribed will apply to the majority of families. However, in some cases the relationship, age, sex, health, or disability of a household member may warrant the assignment of a larger unit. Exceptions for larger units may be granted within the following guidelines:

- Unborn children shall be included in the size of the household;
- Persons with verifiable medical needs;
- Other extenuating circumstances;
- Foster children are included when determining unit size (but not for household size for income limits evaluation);
- Space will not be provided for a household member who is absent more than 90 consecutive days (e.g., member of the military);

The following provides guidance on over-crowding and under-crowding:

<u>Unit Size</u>	<u>Min. # of Persons</u>	<u>Max. # of Persons</u>
1-BDR.	1	2
2-BDR.	2	4
3-BDR.	3	6
4-BDR.	4	8

Permanently Absent

If any adult member of a household leaves the unit for more than ninety (90) days, that adult member will be considered permanently absent from the unit. A remaining adult member of the household must report, in writing within ten (10) days, the change in household composition to the property manager and the Program Operator, who will then remove the absent adult as a household member.

Visitors

Any adult not included on the application that is in the unit for thirty (30) consecutive days without the written approval of the Program Operator will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of a verifiable address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making a determination.

The burden of proof that an individual is a visitor rests on the household. In the absence of such proof, an individual will be considered an unauthorized member of the household and the Program Operator may terminate assistance if prior approval was not requested for the addition.

In a joint physical custody arrangement, if a minor is in the household less than 183 days per year (50% of the year), the minor will be considered to be an eligible visitor and not a household member.

Change in Household Composition

The Program Operator will verify changes in household composition (either reported or unreported). However, the burden of proof that an individual has moved ultimately rests on the household.

Change in Ownership

A change of ownership will be processed upon receipt of evidence of ownership, and a Letter of Authority Transfer, if applicable. Prior to the change of ownership taking effect, any payments made to the previous owner will be the responsibility of the new owner to recover.

Participant Relocation

Household relocation shall be limited. A household may move to a new unit during the lease only:

- When a mutual agreement between the owner and the tenant has been signed; or
- For good cause (the recipient must provide documentation such as police reports, court order, etc.)

In either case, the recipient must provide proper notice (30-day written notice) to the Program Operator and the Property Manager prior to initiating a move.

V. TBRA ELIGIBILITY AGREEMENT ISSUANCE AND BRIEFINGS

Purpose of Briefings

The purpose of the briefing is to provide new participants with the information found in the TBRA Eligibility Agreement (**ATTACHMENT E**). This will ensure that all Participants are aware of their responsibilities and the ramifications if they fail to comply.

Attendance Requirement

The head of household is required to attend a briefing to receive TBRA assistance.

Format

Briefings can either be in a group (in person or via online platform) or held individually.

The TBRA Eligibility Information briefing shall cover the following:

- Procedures for notifying the Program Operator of abuses such as side payments or other overcharges and Housing Quality Standard violations in the unit;
- The HUD brochure on lead-based paint (Protect Your Family From Lead in Your Home) and information about where blood level testing is available, for units built prior to 1978.
- Conditions and procedures for notifying the Program Operator of changes which may occur before the program ends on December 31, 2020;
- Conditions in the lease addendum under which tenancy may be terminated; and
- Conditions under which TBRA Housing Program assistance may be terminated.

Household Obligations

While the relationship between the tenant and landlord is the same as in the private housing market, the TBRA Housing Program participants have the following additional obligations:

1. The household must supply any information that is determined to be necessary in the administration of the TBRA Program, which may include rental history including any evictions, credit history, and criminal background information. The Program Operator may reject an applicant based on the information provided.
2. Any guest or household member who causes damages beyond normal wear and tear will be the responsibility of the household. If Housing Quality Standards (HQS) failures are determined to be caused by a tenant or guest, it will be the tenant's responsibility to correct. If the failure is life-threatening, the tenant must correct the defect within 24 hours. For other tenant-caused failures/defects, the tenant must correct the defect within 30 calendar days (or by a Program-approved extension).
3. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the TBRA Program.
4. The household may not commit any serious or repeated violation of the lease.
5. The household must notify the owner and, at the same time, notify the Program Operator no less than 30-days prior to when the household intends to move out of the unit or terminate the lease.
6. The household must give the Program Operator a copy of any owner eviction notice within three business days.

7. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.
8. The household must not sublease or sublet the unit.
9. The household must not assign the lease or transfer the unit.
10. Any members of the household, including guests, may not engage in drug-related criminal activity or violent criminal activity.

Discretion to Deny or Terminate Assistance

In deciding whether to deny or terminate assistance because of action or failure to act by members of a household, the Program Operator has the discretion to consider all of the circumstances in each case, including the seriousness of the case and the extent of participation or culpability of individual household members. The Program Operator may also review the household's more recent history and record of compliance, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

The Program Operator may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in or were culpable for the action or failure to act will not reside in the unit. The Program Operator may permit the other members of the household to continue in the TBRA Program.

Term of the TBRA Eligibility Agreement

A newly-issued TBRA Eligibility Agreement will be valid for a period of sixty (60) days from the date of issuance.

Joint Custody of Children

Children who are subject to a joint custody agreement will be considered members of the household if the applicant has at least 50% legal and physical custody of the minor as evidenced by legal documentation.

Alimony and Child Support

Regular alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, the Program Operator will use the amount awarded by the court unless the household can document non-receipt or receipt of a lower amount.

TBRA Housing Authorization Determination for Split Households

In cases where a household assisted by the TBRA Program becomes divided into two families due to divorce, legal separation, or the division of the household, the Program will review the situation and make a determination as to who will retain assistance, subject to the following:

- The desires of the parties involved;
- Which party maintains custody of the dependent children;

- To whom the assistance was issued;
- Who remains in the unit;
- Whether domestic violence is involved.

Documentation to support this information will be the responsibility of the requesting party. If documentation is not provided, the Program reserves the right to determine who will receive the assistance.

Initial, Annual and Interim Examinations

The Program Operator will perform initial, annual and interim examinations, as required.

Annual Re-examinations

The City of Fort Bragg COVID TBRA Program will not be offered after December 31, 2020 and will have a term less than 12 months for all tenants.

Reporting Changes:

If any of the following changes occur, the Resident agrees to advise management and the Program Operator within ten (10) days:

- Any household member moves out of the unit;
- The household proposes to move a new member into the unit;
- An adult member of the household who was reported as unemployed on the most recent certification obtains employment;
- The household’s income cumulatively changes by ten percent (10%) or more a month.

Interim Examinations

If an interim re-examination indicates that the tenant rent will be reduced or increased by ten percent (10%) or more, changes may take effect the first of the month following the determination, allowing for a 30-day notification to the tenant. If the change is less than ten percent (10%), no interim recertification will be processed, but the documentation will become part of the tenant file.

Households and owners will be notified of the results of the re-examination and effective date of any changes.

VI. LEASE ADDENDUM AND HOME RENTAL ASSISTANCE CONTRACT (HRA CONTRACT) EXECUTION

Lease Addendum

Prior to commencement of the TBRA Program assistance, the Program Operator requires that the Program’s Lease Addendum (**ATTACHMENT F**) and its Additional Lease Addendum (**ATTACHMENT G**) be executed by the landlord and tenant.

HOME Rental Assistance Contract (HRA Contract)

The HRA Contract is a contract between the Program Operator and an owner. In the HRA Contract for the TBRA Program, the owner agrees to lease a specified dwelling unit to a specified eligible household, and the TBRA Program agrees to make monthly

housing assistance payments to the owner for the household. The TBRA Program HRA Contract is based on the HAP Contract used for the Section 8 Housing Assistance Program. A copy of the TBRA Program's HRA Contract is attached as "**ATTACHMENT H.**" The term of the lease between the owner and the tenant may not expire before the term of the TBRA assistance.

Prior to HRA Contract execution, the Program Operator will ensure:

- That the income Self-Certification is not more than 180 days old for participants;
- That owners provide their current address of residence or business, and proof of ownership of the property;
- That if there is not an existing lease, the landlord offer the tenant a one-year lease per HOME requirements, or provide evidence of a rejection of that offer in favor of a shorter lease for at least the HOME assistance term;
- That a Letter of Transfer of Authority is available if a management agent manages the property; and

Rent Reasonableness

During the HUD Waiver period, rent reasonableness analysis and documentation are not required. However, If a unit is determined not to be rent reasonable upon admission during the Waiver Period, then the program's rental assistance provided for the unit must terminate at the end of the waiver period unless the participant vacates the unit and uses the TBRA for another eligible unit which is rent reasonable or the rent on the unit is reduced to an amount that is rent reasonable. The waiver is in effect until December 31, 2020, unless extended by HUD and HCD.

VII. HOUSING QUALITY STANDARDS

HQS inspections are waived during the HUD waiver period per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

The Program Operator will provide COVID-TBRA applicants opportunities to receive assistance regarding the health and safety of the unit throughout the assistance term by referral to the City of Fort Bragg Code Enforcement Program.

VIII. DENIAL OR TERMINATION OF ASSISTANCE

Tenant Fraud

If the household has knowingly committed fraud in connection with the TBRA Program, the Program Operator may terminate assistance and cancel the HRA contract.

If the household has misrepresented income, assets, or allowances, which would have caused an increase in the tenant portion of the rent, the Program Operator will make every effort to recover any overpayment made as a result of tenant fraud or abuse.

If the household intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Program Operator may deny or terminate assistance.

Landlord Fraud

If a landlord has committed fraud or misrepresentation in connection with the TBRA Program, the Program Operator will terminate the HOME Rental Assistance (HRA) Contract and review the circumstances and household's involvement to determine if the household is eligible to relocate to another unit with continuation of assistance.

The Program Operator may bar the landlord from participation in the TBRA Program for breach of the HRA Contract.

The Program Operator will make every effort to recover any overpayments made as a result of landlord fraud or abuse.

Lease Violations

Termination of tenancy will be permitted only if a tenant has serious or repeated violations of the terms and conditions of the lease.

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the household of termination of tenancy for serious or repeated lease violations, and the household moves from the unit prior to the completion of court action;
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the Program Operator; or
- Other "good cause" exists for termination of the tenancy.
- information, that has been verified by the Program Operator; or
- Other "good cause" exists for termination of the tenancy.

Dispute Resolution and Appeals Procedure

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Assistance Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§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 and any other required fees and charges, 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.

24 CFR Part 5 Annual Income Exclusions

(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 §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, or any deferred Department of Veterans Affairs disability 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.

(18) Unemployment benefits related to the CARES Act that was an irregular or added benefit.

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT B

Asset Inclusions and Exclusions

January, 2005

ASSET INCLUSIONS:

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

ASSET EXCLUSIONS:

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

CURRENT INCOME LIMITS FOR MENDOCINO COUNTY

As of July 1, 2020

Income Category:	1	2	3	4	5	6	7	8
60%	\$29,400	\$33,600	\$37,800	\$41,940	\$45,300	\$48,660	\$52,020	\$55,380
80%	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800

The link to the official, HCD-maintained HOME Income Limits is:

<https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/2020-HOME-Income-Limits.pdf>

ATTACHMENT D

**CURRENT RENT STANDARDS FOR CITY OF FORT BRAGG TBRA PROGRAM,
BASED ON 90% (*) - 110% (**) OF HUD FMRs BELOW:**

ATTACHMENT REMOVED

**Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD
Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.**



ATTACHMENT E

HOME TBRA Eligibility Agreement



TENANT NAME:	Unit Size:	Issued On:
Number of Household Members:		

1. HOME TBRA Rental Assistance Program

This Agreement by the City of Fort Bragg and the Tenant identified above who is eligible to participate in the HOME TBRA Rental Assistance Program (Program) operated by the City of Fort Bragg makes monthly payments to the Landlord on behalf of the eligible Tenant pursuant to a separate agreement between the City of Fort Bragg and the landlord (HOME TBRA Contract) with HOME funds received from HCD pursuant to the Standard Agreement.

By executing this Agreement, the City of Fort Bragg fully expects to have HOME funds available to provide financial assistance to the Tenant. The City of Fort Bragg is under no obligation to the Tenant or the Landlord or any other party until the City of Fort Bragg has approved the unit and a lease addendum has been entered into between the Landlord and the Tenant.

The City of Fort Bragg will work with the Landlord and the Tenant to execute all of the necessary documents as follows:

- The Landlord and the Tenant must sign a Lease Addendum and an Additional Lease Addendum regarding domestic violence tenant protections (Attachments F and G).
- The Landlord and the City of Fort Bragg must sign a HOME Rental Assistance Contract (Attachment H).
- Once all necessary documents have been signed, payments to the Landlord can be processed.

2. Tenant and Program Share of the Rent

- Each month, the TBRA Program will make a rental subsidy payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's Share of the rent; or
- If applicable, each month, the TBRA Program will make the full rent payment to the Landlord.

3. **Requirements for Participating Tenants**

The Household must:

- supply true and complete information about the household's income, assets, and other household circumstances that affect eligibility and the amount of the Tenant's Share, and cooperate fully with initial, annual and interim re-examinations;
- sign and submit consent forms for obtaining information, as applicable;
- allow the Program Operator or its designee to inspect the unit at acceptable times, after giving reasonable notice (24 hours);
- use the dwelling unit as the household's principal place of residence and solely as a residence for the household;
- notify the Program Operator and property manager when there is a change in household composition;
- not sublease or sublet the unit;
- not own or have any interest in the unit;
- not commit any serious or repeated violation of the Lease;
- not commit fraud, bribery or any other corrupt or criminal act in connection with the HOME Rental Assistance Program;
- not engage in drug-related criminal activity or violent criminal activity;
- notify the owner and the Program Operator no less than 30-days prior to when the household intends to move out of the unit or terminate the assistance;
- notify the Program Operator of abuses such as side payments or other overcharges and Section 8 Housing Quality Standards (see **ATTACHMENT I**) violations in the unit; and
- provide the Program Operator with a copy of any owner eviction notice within three (3) business days;

4. **Period of Rental Assistance**

Assistance under the HOME TBRA Program is not guaranteed.

Assistance may be terminated if:

- the household's monthly cost of housing does not exceed 30% of the household's income;
- at any re-examination, the Tenant's income is greater than the published income limit for the program;
- the Tenant is evicted from the assisted unit, for other good cause;
- the Tenant provides false information or commits any fraud in connection with the TBRA program, or fails to cooperate with required re-examinations; or

- funding for the TBRA Rental Assistance Program is terminated or becomes otherwise unavailable.

The Program Operator will give the Tenant at least 30 days' notice of termination of assistance.

5. Location of Rental Assistance

An applicant may choose to remain in their current unit, or may choose to rent an eligible unit within the service area identified in the Eligibility section on page 5.

6. Housing Quality Standards (HQS) Certification

Housing Quality Standards help to insure that assisted units are safe, healthy and comfortable. During HUD Waiver period each applicant must review and certify that the assisted housing unit meets all HQS as outlined in the booklet "A Good Place to Live" before unit approval. By signing below the eligible applicant certifies that the housing unit meets the HQS.

7. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, sexual orientation, gender identity, religion, disability, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 669-9777.

THE CITY OF FORT BRAGG:	
Name:	Signature:
Date:	Telephone:
ELIGIBLE TENANT:	
Name:	Signature:
Date:	Telephone:



ATTACHMENT F
LEASE ADDENDUM



TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum (“Addendum”) adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

A. Purpose of the Addendum. The Tenant 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 City of Fort Bragg’s HOME Tenant-Based Rental Assistance Program operated by the Program Operator. Under the HOME Rental Assistance Program, the City of Fort Bragg will make monthly payments to the Landlord on behalf of the Tenant pursuant to the HOME TBRA Contract (Attachment H).

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 tenant lease shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.

D. Rental Assistance Payment. For the term of _____ the City of Fort Bragg 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. 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 City of Fort Bragg and obtaining the Landlord's permission. Household members:

-
-
-
-
-

F. 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).

- G. 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 City of Fort Bragg in writing when eviction proceedings have begun. This may be done by providing the City of Fort Bragg with a copy of the required notice to the Tenant.
- H. Prohibited Lease Provision.** 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.
- I. 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, sexual orientation, gender identity disability, 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)	



ATTACHMENT G
ADDITIONAL LEASE ADDENDUM



VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

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.

Tenant

Date

Landlord

Date



ATTACHMENT H



HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT

Table with 3 columns: LANDLORD NAME & ADDRESS, UNIT NO. & ADDRESS, TENANT NAME(S). Includes fields for telephone number and multiple lines for text entry.

This HOME TBRA Contract ("Contract") is entered into between the City of Fort Bragg and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on1 _____ and end no later than _____.2 The Contract automatically terminates on the last day of the term of the Lease.

2. RENT AND AMOUNTS PAYABLE BY TENANT AND THE CITY OF FORT BRAGG

- A. Initial Rent. The initial total monthly rent payable to the Landlord for the _____ months of this Contract is \$ _____.
B. Rent Adjustments. With no less than 60 days' notice to the Tenant and the City of Fort Bragg, the owner may propose a reasonable adjustment to be effective no earlier than 60 days from the date of notice.
C. Tenant Share of the Rent. Initially, and until such time as both the Landlord and the Tenant are notified by the City of Fort Bragg, the Tenant's share of the rent shall be \$ _____.
D. The City of Fort Bragg's Share of the Rent. Initially, and until such time as both the Landlord and Tenant are notified by the City of Fort Bragg, the City of Fort Bragg's share of the rent shall be \$ _____. Neither the City of Fort Bragg nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the

1 Insert the date assistance starts.

2 The maximum allowable length of a HOME TBRA contract is twenty-four (24) months.

Landlord against the Tenant. The City of Fort Bragg's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the City of Fort Bragg determines that the Landlord is not entitled to any payments received, in addition to other remedies, the City of Fort Bragg may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME TBRA Contract.
- G. *City of Fort Bragg Past Due Rent Payment.* A one time payment for past due rent as approved under the program is payable to the Landlord for the months of _____ in the amount of \$_____.

3. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 982.401, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The City of Fort Bragg and HCD shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. The Landlord has certified that the housing unit meets HQS through the Owner Certification form. Upon review Owner Certification form, by the City, the housing unit appears to meet HQS.
- D. If the City of Fort Bragg determines that the Landlord is not meeting these obligations, the City of Fort Bragg shall have the right, even if the Tenant continues in occupancy, to terminate payment of the City of Fort Bragg's share of the rent and/or terminate the Contract.

4. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and

notify the Program Operator in writing when eviction proceedings are begun. This may be done by providing the Program Operator with a copy of the required notice to the tenant.

5. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity, disability, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the City of Fort Bragg, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the City of Fort Bragg and with The California Department of Housing and Community Development (HCD) in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

6. THE CITY OF FORT BRAGG AND HCD/HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the City of Fort Bragg, HCD or HUD may reasonably require.
- B. The Landlord shall permit the City of Fort Bragg, HCD or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

7. RIGHTS OF THE CITY OF FORT BRAGG IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. the City of Fort Bragg's rights and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the City of Fort Bragg determines that a breach has occurred, the City of Fort Bragg may exercise any of its rights or remedies under the Contract. The City of Fort Bragg shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the City of Fort Bragg to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

- C. Any remedies employed by the City of Fort Bragg in accordance with this Contract shall be effective as provided in a written notice by the City of Fort Bragg to the Landlord. The City of Fort Bragg's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

8. THE CITY OF FORT BRAGG'S RELATION TO THIRD PARTIES

- A. The City of Fort Bragg does not assume any responsibility for, or liability to, any person injured as a result of the Landlord'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 the Landlord.
- B. The Landlord is not the agent of the City of Fort Bragg and this Contract does not create or affect any relationship between the City of Fort Bragg and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HCD and HUD) to enforce any provision of this Contract or to assess any claim against HUD, HCD, the City of Fort Bragg or the Landlord under this Contract.

9. CONFLICT OF INTEREST PROVISIONS

No employee of the City of Fort Bragg, the Program Operator, or HCD who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

10. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the City of Fort Bragg. The City of Fort Bragg shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the City of Fort Bragg) to comply with all terms and conditions of this Contract.

11. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the City of Fort Bragg. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Fort Bragg.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

ATTACHMENT I

24 CFR § 982.401 Housing Quality Standards (HQS)

(a) Performance and acceptability requirements.

(2) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)

(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4)

(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities—

(1) **Performance requirements.** The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability criteria.

- (i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- (ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- (iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- (iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) Food preparation and refuse disposal—

(1) Performance requirement.

- (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- (ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g, garbage cans).

(2) Acceptability criteria.

- (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- (ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- (iii) The dwelling unit must have space for the storage, preparation, and serving of food.
- (iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) Space and security—

- (1) Performance requirement.** The dwelling unit must provide adequate space and security for the family.

(2) Acceptability criteria.

- (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- (ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- (iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- (iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Thermal environment—

- (1) Performance requirement.** The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) Acceptability criteria.

- (i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- (ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) Illumination and electricity—

(1) Performance requirement. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

(2) Acceptability criteria.

- (i) There must be at least one window in the living room and in each sleeping room.
- (ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- (iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) Structure and materials—

(1) Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) Acceptability criteria.

- (i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- (ii) The roof must be structurally sound and weathertight.
- (iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- (iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- (v) Elevators must be working and safe.

(h) Interior air quality—

(1) Performance requirement. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) Acceptability criteria.

- (i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- (ii) There must be adequate air circulation in the dwelling unit.
- (iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.
- (iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) Water supply—

(1) Performance requirement. The water supply must be free from contamination.

(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act ([42 .S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851-4856](#)), and implementing regulations at part [35](#), subparts A, B, M, and R of this title apply to units assisted under this part.

(k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) Site and Neighborhood—

(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) Sanitary condition—

(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.

(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) Smoke detectors performance requirement—

(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

ATTACHMENT J

HOUSING QUALITY STANDARDS (HQS) INSPECTION FORMS

During the HUD Waiver period inspections are not required, tenants will review HUD handout A Good Place to Live and certify that the unit meets HQS.

The TBRA Program will use the following HQS handout, which may be printed and attached below:

https://www.hud.gov/sites/documents/DOC_11735.PDF

ATTACHMENT K



HOME Tenant-Based Rental Assistance (TBRA) Program Tenant Selection Plan



The Tenant Selection Plan and Outreach Strategy is part of the City of Fort Bragg's HOME Tenant-Based Rental Assistance (TBRA) Program administered by the City of Fort Bragg.

TBRA Policies Affecting Marketing and Tenant Selection

Target Population

HOME TBRA will be targeted to individuals and their household members with income at or below 60% of the Area Median Income (AMI) at the time the TBRA rental assistance is provided to the participant.

Program Eligibility Requirements

This program is designed for households whose income has been impacted by the COVID-19 pandemic. Prior to occupancy, an applicant must qualify under all HOME eligibility criteria.

Income Limits are established by HUD and adjusted annually

The household's annual income may not exceed the applicable HOME income limit for the household size. Current income limits can be viewed at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. To be eligible for TBRA rental assistance, the applicant's household gross annual income must be at or below 80% of the area median household income (AMI) adjusted for household size. However, at least 90% of households served under this Program must be at or below 60% AMI.

Wait List

For placement on the City of Fort Bragg's wait list, applicants must complete an application and relevant consent forms. Placement on the wait list does not constitute acceptance. Further eligibility acceptance and screening is required prior to approval of assistance. Applicants will be placed on the wait list in chronological order by the date the complete application is received.

The City of Fort Bragg will maintain one wait list. All applications will be date and time stamped when they are received.

Applicants under the age of 18 will be processed only if they are emancipated in accordance with State law or if State law requires housing be made available to minors.

If an applicant claims a preference, it will be noted on the wait list. The preference will be verified when the applicant is being processed for assistance. Applicants who apply and do not meet the preference criteria will be informed that they will be assisted on a first-come, first-served basis after all preferences have been assisted.

Applicants claiming a preference which cannot be verified will be considered a non-preference applicant, and reflected as such on the wait list.

Announcement and Marketing

Public announcement will be made per the Affirmative Fair Housing Marketing Plan.

Application Process

Application packets can be obtained from the City of Fort Bragg. Application packets can be mailed or emailed to anyone interested in receiving one. Detailed instructions will be included with the application packet on how to deliver the completed application.

Applications will be accepted online, by mail to the City of Fort Bragg or in person from the office where they were obtained. Funding will be available on or after Meetings with applicants will take place at a pre-arranged location convenient to the applicant.

Rejecting Ineligible or Unqualified Applicants

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection. This notice will advise the applicant that he/she may within fourteen (14) calendar days of the date of the notice, request in writing a meeting by telephone to discuss the reasons for rejection.

Should the applicant request a meeting to discuss the rejection, it will be conducted by the City of Fort Bragg. The applicant will be advised in writing of the results of this meeting within five (5) business days.

Process for Opening and Closing the Wait List

Opening the Wait List:

A classified ad will be placed in the local newspaper. Advertisements will include how, where and when to apply and will conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan.

Closing the Wait List:

The wait list will be closed when the available Program funds have been fully committed. At that time, the City of Fort Bragg will no longer accept additional applications.

Occupancy Standards

Occupancy standards are based on the following:

<u>Rental-Assisted Unit</u>	<u>Number of Persons</u>	
<u>Bedroom Size</u>	<u>Minimum</u>	<u>Maximum</u>
One Bedroom	1	2
Two Bedroom	2	4
Three Bedroom	3	6
Four Bedroom	4	8

In addition, household composition is taken into account and unit size is also based on the following:

- a) Will count all full-time members of the household;
- b) Will count all persons under the age of 18 anticipated to reside in a unit (**Examples** include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, children whose custody is being obtained by an adult, children who are subject to a joint custody agreement but who live in the apartment at least 50% of the time, foster children who will reside in the apartment, children who are temporarily absent due to placement in a foster home);
- c) Will count live-in attendants; and
- d) Will count children who are away at school, but live with the family during school recesses.

Participant Relocation

A recipient household may move to a new unit during the lease term only:

- When a mutual agreement between the City of Fort Bragg and the recipient has been signed; or
- For good cause (the recipient must provide documentation such as police reports, court orders, etc.); and
- Within the Program service area as described on the cover page of these Program Guidelines

In either case, the recipient must provide proper notice (30-day written notice) to the City of Fort Bragg and the Property Manager prior to initiating a move.

Unit Inspections

Unit Inspections will be waived per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

Annual Recertification

The TBRA Program will expire on December 31, 2020. The term of the Program will be less than 12 months thus; the Program will not require Annual Recertification.

Interim Recertification

To ensure that recipients pay rents commensurate with their ability to pay, recipients must supply information requested by the City of Fort Bragg for use in an interim recertification of family income and composition in accordance with HOME TBRA requirements.

1. Recipients must notify management when:

- a. A household member moves out of the unit;
 - b. The household proposes to move a new member into the unit;
 - c. The household's income cumulatively increases by ten percent (10%) or more per month.
 - d. An adult member of the household who becomes unemployed or employed.
2. Recipients may request an interim recertification if circumstances occur since the last recertification that may affect their TBRA assistance payment. Changes a recipient may report include the following:
- a. Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed household member, and loss or reduction of welfare income;
 - b. Increases in allowances including, but not limited to, increased medical expenses, and higher child care costs; and
 - c. Other changes affecting the calculation of a household's annual or adjusted income including, but not limited to, a household member turning 62 years old, becoming a full-time student, or becoming a person with a disability.

If the City of Fort Bragg learns that a recipient household has failed to report a change in income or family composition, the following steps will be taken:

- a. Refer the recipient to the lease and/or TBRA Eligibility Agreement clauses that require the interim recertification;
- b. Give the recipient ten (10) calendar days to respond to the notice; and
- c. Inform the recipient that his or her assistance may change.

Once the recipient household responds to the notice and supplies the required information, or if a recipient household reports a change and initiates an interim recertification, the City of Fort Bragg will process the recertification and will implement changes as follows:

- a. TBRA Assistance Increases (tenant share decreases): the City of Fort Bragg will implement any resulting TBRA assistance increase effective the first of the month following the date that the change/action occurred.
- b. TBRA Assistance Decreases (tenant share increases): Any resulting TBRA assistance decrease will be implemented effective the first day of the month following a 30-day notice.

If the recipient household fails to respond within ten (10) calendar days, the City of Fort Bragg may terminate assistance with a written 30-day notice.

Violence Against Women Act (VAWA)

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse 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, by a person similarly situated to a spouse of the victim under domestic or family violence laws of the jurisdiction receiving grant monies, 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.

Dating Violence means violence committed by a person:

- A) who is or has been in a social relationship of a romantic or intimate nature with the

- victim; and
- B) 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.

Stalking means:

- A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or (ii) to place under surveillance with the intent to kill, injure, or intimidate another person; and
- B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person:

- A) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or
- B) any other person living in the household of that person and related to that person by blood or marriage.

The VAWA protections apply to families applying for or receiving rental assistance payments under the HOME TBRA Program. An applicant cannot be denied admission because he/she has been a victim of domestic violence, dating violence or stalking. Domestic violence, dating violence or stalking is not good cause for the eviction of the victim of that violence. An incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. The Lease Addendum must contain language that makes it clear that domestic violence, dating violence or stalking is not good cause for evicting the victim of that violence. Applicants who are or have been victims of domestic violence or stalking or encouraged to complete the HUD approved Certification of Domestic Violence, Dating Violence or Stalking (Form HUD-91066). The Program Operator will allow the landlord to bifurcate or divide the lease as a matter of law so that certain offending tenants can be evicted or removed while the remaining household member's lease and occupancy rights are allowed to remain intact.

Eligibility Agreement

The City of Fort Bragg will issue an Eligibility Agreement to the recipient which will allow the recipient to remain in their unit and/or locate an acceptable unit, when a recipient's current unit is not eligible, based on its condition.

Special Accommodations and Compliance with Section 504 Requirements

The City of Fort Bragg is committed to providing all persons with equal access to its services, activities, education, and employment regardless of race, color, sex, sexual orientation, ethnic origin, gender identity, religion, disability, or age of any member of an applicant family. For a reasonable accommodation, please contact the City of Fort Bragg.