

SCOPE OF SERVICES

1. The Grantee agrees to work with the Corporation to locate and assist low income households of the State of Florida in accordance with the provisions contained in the Federal Act, the State Act, the HOME Program regulations (24 CFR Part 92) and this Agreement. Preference will be given those households who have been displaced from their primary residence as a result of natural disaster. Grantee responsibilities include but are not limited to:
 - a) Providing Tenant Based Rental Assistance (TBRA), security deposit and utility deposit assistance; and
 - b) Counseling of prospective tenants regarding landlord/tenant responsibilities, methods of locating suitable units and equal housing opportunity laws.
2. The Corporation and/or the Corporation's monitoring agents will monitor the performance of the Grantee as it relates to this Agreement on a periodic basis.
3. Eligible Households include those households who have incomes at or below 80 percent of area median income, adjusted for family size, as established by HUD. For each fiscal year, at least 90 percent of Eligible Households assisted through HOME TBRA must be at or below 60 percent of area median income, adjusted for family size.
 - a) Eligibility is determined by comparing the household's anticipated gross annual income for the next twelve months to the income limits for the appropriate household size. (The definition of annual income as defined in Section 8 of the United States Housing Act of 1937.) Verification of income should be completed in accordance with the rule of the Section 8 Housing Choice Voucher Program. A self-affidavit executed by the household is acceptable if third party verification cannot be obtained.
 - b) Written certification of income eligibility must be obtained prior to occupancy. If applicants or household members that are being assisted have given false information, the Grantee must notify the Corporation and rental assistance must be terminated.
 - c) Eligible Households who receive assistance under this Agreement and who are currently on a waiting list for a Section 8 Housing Choice Voucher Program cannot be removed from that waiting list and must be transitioned from the HOME TBRA program to the Section 8 program if a Housing Choice Voucher becomes available to them.
4. Rental assistance is limited to an initial twelve month period. No TBRA application shall be accepted by the Grantee after expiration of this contract unless otherwise extended in writing by the Corporation, but in no event will the contract be extended beyond an additional one year.
5. The Grantee is responsible for obtaining the following documentation for each Eligible Household applying to receive TBRA:
 - a) Applicant In-Take Form (Exhibit 1) and Tenant Income Certification (Exhibit 2), or HUD 50058 Form
 - b) Landlord Agreement to Participate Form (original), and (Exhibit 3)
 - c) Signed Lease and Lease Addendum (copy). (Exhibit 4)

If providing the HUD 50058 Form, Grantee must also provide the amount of security and utility deposit paid to the tenant (if applicable).
6. The Grantee must provide income verifications for each tenant.
7. Rental assistance under this program is portable and is available to Eligible Households to rent the unit of their choice provided it does not already receive any form of rental assistance. The assistance is conditioned upon the execution of a Lease Addendum between the landlord and the Eligible Household.
8. On the 18th of every month, the Grantee will transmit to the Corporation a Monthly Payment Authorization form (Attachment B), authorizing payment for all Eligible Households. Households that are subsequently determined to be ineligible or who have served notice they have vacated must be removed from the next monthly submittal.

9. The Grantee will apply its stated method of continued program participation, including annual income certification and unit inspections, as documented in their Section 8 Housing Choice Voucher Program plan.
10. Assisted units may be publicly or privately owned; however, units covered under a project-based rental assistance agreement or Public Housing Authority units are not eligible. Units in a project partially covered by a project-based rental assistance agreement are eligible, provided that there is not project-based assistance available for the unit in question.
11. The Grantee will be required to inspect units at initial occupancy and certify to the Corporation that the unit meets minimum HUD Housing Quality Standards (HQS).
12. Units in cooperative housing developments are ineligible for assistance under this Agreement.
13. The landlord shall execute a Landlord Agreement to Participate and a Lease Addendum with the tenant.
14. There is no requirement regarding the term of the lease, but subsidy payments to the landlord under the HOME TBRA program shall not exceed 12 months from the date of initial occupancy and in no event exceed the actual period of occupancy, if less than 12 months. The tenant shall be solely responsible for any damages caused by breaching the lease that exceed the security deposit.
15. Rental assistance calculations may be prorated during the initial month. Leases should begin on the first day of the actual tenant occupancy. If the lease is executed for any day other than the first of the month, the Grantee is responsible for paying the prorated subsidy portion of the rent for that month from proceeds provided by the Corporation.
16. Certain lease provisions are prohibited under the Regulations. These provisions are contained in the Lease Addendum which shall be executed by the landlord and tenant.
17. The amount of rental assistance paid on behalf of an Eligible Household is limited to the difference between the established rent for the unit and thirty percent (30%) of the Eligible Household's gross monthly income.

Example: \$500 rent and \$12,000 annual gross income would require a subsidy of: $(\$12,000/12 \text{ months}) \times .30 = \300 (tenant payment)
\$500 rent minus \$300 tenant payment = \$200 monthly subsidy

Exclusions are permissible when calculating income, (e.g., dependents, disability, elderly, and child care).
Utility allowances are permissible when calculating rent.
18. Applicants whose subsidy calculations is less than \$50.00 per month is not eligible to receive TBRA.
19. Applicants whose tenant calculations is less than \$5.00 per month is not eligible to receive TBRA.
20. The Grantee shall receive an initial \$5,000.00 advance for operating expenses. These funds may be used to pay for security deposits, utility deposits and the tenants' initial month's pro-rated rent subsidy. The Grantee shall ensure that any security or utility deposit amount provided under this program must be refundable by the landlord to the Grantee not to the tenant. The Grantee may then elect to remit the recovered deposits to the tenant or use the funds to provide additional rental assistance in accordance with the Grantee's established operating procedures. Additional funds may be requested once the initial \$5,000.00 is committed or expended. Upon request of additional funds, the Grantee may be asked to submit proof to the Corporation of disbursement of the initial \$5,000.00. The Grantee shall return all unused funds to the Corporation upon termination of this Agreement.
21. In addition, the Grantee shall receive an administrative fee (the "Fee") of 10% of the funds drawn. Such HOME funds shall be used by the Grantee in accordance with the activities listed and budgeted herein. Administrative funds will be disbursed for actual costs incurred in the administration of this contract. Prior to payment of the Fee, the Grantee must submit to the Corporation the required documentation listed in Section 5 herein. Documentation that supports the utilization of administrative funds must be maintained.
22. Issues not covered in this agreement are to be handled in accordance with HUD 24 CFR Part 92.