

**Council Meeting: September 28, 2010**

SUBJECT: Approve Agreement with Housing Authority of the County of Santa Clara for a Sub-Recipient Grant of \$350,000 for a Sunnyvale Tenant Based Rental Assistance Program.

REPORT IN BRIEF

On May 11, 2010, as part of RTC 10-128, Council approved the allocation of \$350,000 in HOME funds for a Tenant Based Rental Assistance (TBRA) and Security Deposit Assistance program for City residents experiencing or at risk of homelessness. The purpose of the City's TBRA program is to provide medium-term rental assistance to very low-income Sunnyvale residents who may be at risk of homelessness due to unemployment or other factors, and are actively working toward re-employment and/or self-sufficiency within a one to two-year timeframe.

TBRA programs were developed by HUD based on their Section 8 program model, which also provides housing subsidies directly to tenants. Implementation of a TBRA program requires specialized experience and administrative capacity to operate a rental assistance program similar to Section 8. The Housing Authority of the County of Santa Clara (HACSC) already administers the federal Section 8 program for the City and the entire County, and is the only agency that has the infrastructure to run and manage this type of program, as well as the necessary professional expertise, skill, and knowledge to perform the services described in the proposed draft, provided in Attachment A. The Housing Authority is the only local agency with the ability to operate this program. In accordance with HUD requirements, TBRA guidelines were developed by the City and reviewed by the HACSC, and are provided as Exhibit "F" to the Agreement. A brief summary of the TBRA guidelines are provided as Attachment B.

Staff recommends that City Council approve the agreement with the HACSC, in substantially the same form as shown in Attachment A, for a sub-recipient grant of \$350,000 for a Sunnyvale TBRA program, and authorize the City Manager to sign the agreement. This agreement will be administered by the Department of Community Development, Housing Division.

BACKGROUND

The Department of Housing and Urban Development (HUD) approved the City's FY2010-11 Action Plan which includes an allocation of \$350,000 in HOME

funds for a TBRA program. As set forth in the HOME Program guidelines, current local market conditions are suitable for use of HOME funds for a TBRA program. The local market conditions suitable for a TBRA program in Sunnyvale include increased vacancies and an increase in unemployment, leading many households without the ability to maintain their current rental housing in Sunnyvale, while significant vacancies exist with reasonable rents to enable households to lease a rental unit.

The purpose of the TBRA program is to provide a rental subsidy directly to individual households to help them to afford housing costs, such as rent and security deposits. TBRA programs directly assist low-income families by making up the difference between actual housing costs and what a family can afford to pay.

One of the objectives in the FY2010-11 Action Plan is to work with the Housing Authority to implement a HOME-funded TBRA program for the City.

EXISTING POLICY

2010-2015 Sunnyvale Consolidated Plan:

- Goal B: Alleviation of Homelessness
- Objective 1 Help people who are currently homeless or at imminent risk of homelessness to obtain housing, employment or other sources of income, and adequate support services/networks to achieve stability.
- Objective 1b Work with the Housing Authority or other appropriate agency with the ability to administer a HOME-funded TBRA Program for the City.

DISCUSSION

The mission of the Housing Authority of Santa Clara County (HACSC) is to improve the lives of low-income families, persons with disabilities and seniors in Santa Clara County by providing affordable, high-quality housing. The Housing Authority has administered federal rent subsidy programs authorized under the United States Housing Act of 1937 for over 34 years, such as Section 8, which qualifies them to provide TBRA in the most efficient and effective manner. The HACSC currently assists over 16,000 households.

The Housing Authority will use City HOME funds in the amount of \$350,000 to provide monthly tenant based rental assistance to approximately 25 Sunnyvale households currently on the Housing Authority's Section 8 waiting list who may be at risk of homelessness due to unemployment or other factors, and who

are actively working toward re-employment and/or self-sufficiency within a one-to two-year timeframe, as described in more detail in the program guidelines.

The Housing Authority's waiting list serves the purpose of identifying interested local applicants and includes an established process by which their eligibility is confirmed and an order in which they may apply for assistance. Funds will also provide for security deposit assistance as needed to very low-income Sunnyvale households, upon lease-up of a rental unit using TBRA funds.

An additional, \$42,000 in housing mitigation funds has been budgeted for the Housing Authority to administer the program, because HOME regulations do not permit use of HOME funds for TBRA program administration. These funds will pay for the necessary administrative services such as applicant screening, direct rent payments to landlords, inspections for property and occupancy standards, and recertifying tenant incomes.

Staff and the Housing Authority anticipate that if the program is extended in subsequent years, and/or if other jurisdictions also opt to fund similar TBRA programs through the Housing Authority, certain administrative economies of scale would be realized. Generally more administrative effort is required to launch a new program than to simply continue it in subsequent years; therefore staff anticipates that the administrative cost could decrease in future years.

FISCAL IMPACT

Approval of this agreement will not impact the General Fund. The budget for this sub-recipient grant is included in the FY2010-11 budget as Project 828750: Tenant Based Rental Assistance.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

The Housing and Human Services Commission held one public hearing on July 28, 2010 and made a motion to accept the draft guidelines as presented in Attachment B.

ALTERNATIVES

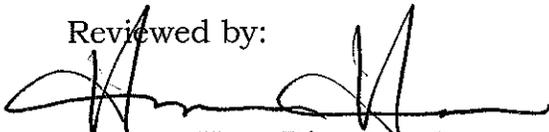
1. Approve the agreement with the Housing Authority of the County of Santa Clara, in substantially the same form as provided in Attachment A, for a sub-recipient grant of \$350,000 for a Sunnyvale TBRA program, and

- authorize the City Manager to sign the agreement.
2. Approve the agreement with modifications as determined by the City Council.

RECOMMENDATION

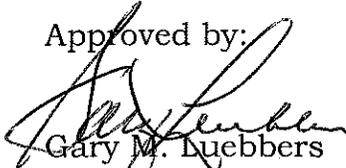
Staff recommends Alternative 1: Approve the grant agreement with the Housing Authority of the County of Santa Clara, in substantially the same form as the attached, for a sub-recipient grant of \$350,000 for a Sunnyvale TBRA program, and authorize the City Manager to sign the agreement.

Reviewed by:



Hanson Hom Director, Community Development
Suzanne Isé, Housing Officer
Prepared by: Katrina L. Ardina, Housing Programs Analyst

Approved by:



Gary M. Luebbers
City Manager

Attachments

- A. Agreement for Sub-Recipient Grant of \$350,000
- B. Summary of TBRA Program Guidelines

ATTACHMENT A

AGREEMENT FOR SUB-RECIPIENT GRANT OF \$350,000

AGREEMENT

THIS AGREEMENT dated this _____ day of October 2010, is by and between the CITY OF SUNNYVALE, a municipal corporation (hereinafter CITY), and HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA, (hereinafter SUB-RECIPIENT).

WITNESSETH

WHEREAS, SUB-RECIPIENT has been allocated a grant of CITY HOME funds in the amount of **\$350,000.00** for the purpose of providing Tenant-Based Rental Assistance to very low-income Sunnyvale residents currently experiencing or at imminent risk of homelessness (hereinafter PROGRAM) and who are currently on SUB-RECIPIENT'S "Housing Choice Voucher" waiting list, in order to help such residents obtain and maintain decent and safe rental housing. SUB-RECIPIENT operates facilities located at 505 West Julian Street, San Jose, CA 95110.

NOW, THEREFORE, THE PARTIES agree to comply with the requirements set forth in the following documents, which are attached hereto and incorporated by these references herein:

- (1) Scope of Services and Standards - Exhibit "A"
- (2) Budget and Method of Payment; Reporting - Exhibit "B"
- (3) Standard Provisions - Exhibit "C"
- (4) HOME Requirements - Exhibit "D"
- (5) Certification of Drug-Free Workplace – Exhibit "E"
- (6) Sunnyvale TBRA Program Guidelines – Exhibit "F"

I. **PROGRAM COORDINATION**

- A. City Housing Officer, or her/his designee, shall be the PROGRAM MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.
- B. SUB-RECIPIENT shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this agreement require a substitute PROGRAM DIRECTOR, SUB-RECIPIENT shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and SUB-RECIPIENT staff will fully cooperate with PROGRAM MANAGER relating to the PROGRAM areas of concern, and the impact of PROGRAM on residents of CITY.

Exhibit "A"
Scope of Services and Standards
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C. All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following address:

CITY: Suzanne Isé, Housing Officer
P. O. Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7250

SUB-RECIPIENT: Louise Hofmeister, Director of Housing Programs
Housing Authority of the County of Santa Clara
505 West Julian Street
San Jose, CA 95110
408-339-2999

This term of Agreement shall be from the date of execution through September 30, 2012. For purposes of identification, this Agreement shall be numbered 1011-828750. The term may be extended upon mutual agreement by the parties if necessary to fully expend the HOME funds.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate.

APPROVED AS TO FORM: ("CITY")

City Attorney

BY: _____
Gary Luebbers, City Manager

ATTEST: ("SUB-RECIPIENT")

City Clerk

BY: _____
Executive Officer

Date: _____

Date: _____

SCOPE OF SERVICES AND STANDARDS

I. SCOPE OF SERVICES

SUB-RECIPIENT will use HOME funds to provide tenant based rental assistance to assist very low-income residents currently experiencing or at imminent risk of homelessness. HOME funds shall be payable only to third-party landlords on behalf of PROGRAM beneficiaries.

II. PROGRAM OBJECTIVES AND PERFORMANCE INDICATORS

A.1 Provide monthly tenant based rental assistance to at least 10 very low-income Sunnyvale households.

A.2 Provide security deposit assistance as needed to very low-income Sunnyvale households upon lease-up of a rental unit using TBRA funds.

Performance Indicators	Goal
Number of households served	10

III. DOCUMENTATION OF PERFORMANCE STANDARDS

SUB-RECIPIENT will maintain documentation of performance indicators on file for inspection by PROGRAM MANAGER, with an audit trail from source documents to worksheets to reports.

IV. OTHER SERVICES AND REQUIREMENTS

The TBRA PROGRAM guidelines, developed jointly by CITY and SUB-RECIPIENT are herein incorporated by reference, except as modified by specific provisions of this agreement. SUB-RECIPIENT shall use the HOME funds in accordance with these PROGRAM guidelines. In the event of any uncertainty of the meaning or applicability to a certain case, SUB-RECIPIENT shall contact CITY PROGRAM MANAGER for clarification as needed.

V. POLICIES AND OPERATING PRINCIPLES

SUB-RECIPIENT shall be guided by the policies and operating principles set forth in the CITY's TBRA Program Guidelines; 2010-11 HUD Action Plan, and 2010-15 Consolidated Plan; and HUD regulations, statutes and memoranda applicable to HOME-funded TBRA Programs.

BUDGET AND METHOD OF PAYMENT; REPORTING**I. BUDGET**

The entire amount of this grant of HOME funds (\$350,000) shall be used for rental payments for approved TBRA recipients. SUB-RECIPIENT's costs to administer TBRA program for City, including costs to prepare payment requests and quarterly reports, as described in Sections II and III below, and all other eligible TBRA administrative expenses shall be paid for pursuant to the Consultant Services Agreement between CITY and SUB-RECIPIENT entered into concurrently herewith, funded by CITY's non-federal Housing Mitigation Fund.

II. METHOD OF PAYMENT

SUB-RECIPIENT shall be reimbursed for actual rents paid per TBRA contract during the payment period, not to exceed \$350,000.00. One quarter of the annual amount of the contract will be funded up front. Invoices for actual rents will be provided on a quarterly basis and paid within 30 days.

- A. Requests for payment should include: a statement of all payments made with TBRA funds during the quarter, with the following details: payee, amount, TBRA recipient ID (any unique identifier used by SUB-RECIPIENT to identify recipient), date, unit address and payment type (rent or security deposit); and copies of all checks or electronic payments made during the payment period.
- B. "Payment Period" is the *quarter* for which a payment is made.

III. REPORTING

SUB-RECIPIENT agrees to provide written reports to the CITY which detail PROGRAM performance and expenses incurred within fifteen (15) days of the end of each quarter. Such reports must include the following information:

- A. Number of new TBRA recipients assisted ("leased up") during the payment period. Report **only unduplicated** number of clients served during the quarter.
- B. Identify any operational difficulties which may affect the present or future performance of the contract.
- C. HUD demographic data describing the TBRA households served by the SUB-RECIPIENT by income group (Very Low or Extremely Low), age group (i.e. senior or adult), female head of household, other special needs status (i.e., homeless, disabled, etc.) and race/ethnic data.

All reporting forms will be provided by the CITY.

Due Dates for Reports

<u>Quarter</u>	<u>Date</u>
1. October - December	January 15, 2011
2. January - March	April 15, 2011
3. April - June	July 15, 2011
4. June – September	October 15, 2011
5. October – December	January 15, 2012
6. January – March	April 15, 2012
7. April – June	July 15, 2012
8. June – September	October 15, 2012

STANDARD PROVISIONS

I. OBLIGATIONS OF SUB-RECIPIENT

SUB-RECIPIENT shall be responsible for the following:

A. Organization

1. Upon request of CITY, provide CITY with
 - a) Articles of Incorporation or other organizational documents under the laws of the State of California or under the laws of the state of incorporation if the organization is incorporated.
 - b) A copy of its current bylaws.
 - c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
 - d) Names and addresses of current Board of Directors.
 - e) An updated copy of organization's personnel policies.
2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the City's PROGRAM MANAGER.
3. Permit no member of its Board of Directors to become a paid employee or paid agent of SUB-RECIPIENT, or to receive any funds under this agreement, or to have any financial interest in this agreement.
4. Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters, and maintain a written record of all meetings open to the public.

B. Program Operations

SUB-RECIPIENT shall:

1. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are funded in whole or in part by City of Sunnyvale."
2. Fully cooperate and communicate with the PROGRAM MANAGER relating to the PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

C. Fiscal Responsibilities of SUB-RECIPIENT

SUB-RECIPIENT shall:

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the SUB-RECIPIENT, including the receipt and disbursement of program funds.

2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting (GAAP) for program funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement and OMB Circular A-87.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
4. Submit for approval by CITY any lease agreement either contemplated or in effect relating to performance of the project funded under this agreement.

E. Records, Reports, and Audits of SUB-RECIPIENT

1. Preservation of Records: SUB-RECIPIENT shall preserve and make available its records pertaining to the operation of this agreement
 - a) until expiration of three years from the date of final payment pursuant to this agreement, and
 - b) for such longer period, if any, as is required by applicable law, or,
 - c) if this agreement is completely or partially terminated, records shall be preserved and made available for a period of three years from the date of any resulting final settlement.
2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, SUB-RECIPIENT agrees that CITY, or its duly authorized representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this agreement and its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege. SUB-RECIPIENT also agrees that the CITY or its duly authorized representatives have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this agreement.
3. Audits:
 - a) Independent Audits. SUB-RECIPIENT shall have an audit program, consisting of performance of an independent fiscal audit covering each two year period at least every two years, in conformance with generally accepted standard accounting principles. Such audits must identify the funds received and disbursed relating to this agreement. The costs for such audits shall be at SUB-RECIPIENT's expense, unless otherwise provided for in this agreement. Copies of the completed audits must be provided to the CITY's PROGRAM MANAGER.

- b) City Audits. The CITY may perform an independent audit. Such audit may cover programmatic as well as fiscal matters. SUB-RECIPIENT will be notified in advance that an audit will be conducted. SUB-RECIPIENT will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.
- c) Disallowed Costs. SUB-RECIPIENT shall be liable for repayment of disallowed costs. Disallowed costs may be identified through audits, monitoring or other sources. SUB-RECIPIENT shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The CITY's PROGRAM MANAGER shall make the determination of disallowed costs.

F. Worker's Compensation and Insurances

- 1. Worker's Compensation: SUB-RECIPIENT shall comply with the Labor Code of the State of California, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
- 2. Insurance: SUB-RECIPIENT, at its sole cost and expense, shall obtain and maintain in full force and effect, throughout the entire term of this agreement, insurance coverage insuring not only SUB-RECIPIENT and its SUBSUB-RECIPIENTS, if any, but also, with the exception of worker's compensation and employer's liability insurance, CITY, its officers, agents, and employees, and each of them. CITY, its officers, agents and employees, and each of them, shall be named additional insureds on any such policy. The policy amounts shall be as follows:

- ___ Not less than \$500,000.00 for death or injury to any person
- ___ Not less than \$500,000.00 for loss of or damage to property
- ___ Not less than \$500,000.00 for each occurrence
- ___ Not less than \$500,000.00 combined single limit for death or injury to persons, or loss of or damage to property.

Said insurance shall include not less than \$500,000 coverage for each occurrence of legal malpractice.

Certificates of such insurance shall be filed with CITY concurrently with the execution of this agreement, or, with the approval of CITY's PROGRAM MANAGER, within ten (10) days thereafter. Said certificates shall be subject to the approval of CITY's PROGRAM MANAGER, shall name the CITY as an "Additional Insured", and shall contain an endorsement stating that said insurance is primary coverage and will not be cancelled or altered by the insurer except after filing with CITY's PROGRAM MANAGER not less than

thirty (30) days' written notice of such cancellation or alteration. Current certifications of such insurance shall be kept on file at all times during the term of this agreement with the City.

3. Surety Bond/Insurance: Employee Dishonesty: Prior to any CITY disbursement of funds to SUB-RECIPIENT for any purpose other than for premiums for surety bonds or insurance policies required herein, SUB-RECIPIENT's fiscal officer shall provide CITY satisfactory proof that all persons handling, on behalf of SUB-RECIPIENT, funds received from CITY for disbursement under this Agreement are covered by a surety bond or insurance policy issued by a qualified insurer or surety company authorized to do business in California, not less than the amount appropriated by CITY to SUB-RECIPIENT under this agreement to assure that SUB-RECIPIENT uses the funds disbursed to it by CITY for the required purposes. Such bond or insurance policy shall assure reimbursement to SUB-RECIPIENT for financial losses attributable to the dishonesty of any person handling such funds on behalf of SUB-RECIPIENT. If such policy or bond is cancelled or reduced for any reason, SUB-RECIPIENT shall immediately notify CITY. If such cancellation or reduction shall have occurred, CITY shall not make any further disbursements to SUB-RECIPIENT until CITY receives satisfactory proof that the coverage initially approved by CITY has been reinstated.

G. Assignability and Independent SUB-RECIPIENT Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.
2. No SUBSUB-RECIPIENT of SUB-RECIPIENT will be recognized by CITY as such; rather, all SUBSUB-RECIPIENTS shall be deemed to be employees of SUB-RECIPIENT and SUB-RECIPIENT agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

H. Purchasing

1. Title to Personal Property: Title to any personal property acquired for use in the performance of the services and work specified in this agreement shall be as follows:
 - a) Personal property donated shall become the property of that entity specified by the donor; if not specified, the same shall become the property of CITY except for property and equipment described in subparagraph (b) hereof.
 - b) Personal property and equipment permanently affixed to buildings owned by SUB-RECIPIENT shall become property of SUB-RECIPIENT.
2. Non-Expendable Property: Purchase of non-expendable property by SUB-RECIPIENT with funds provided by CITY, with a purchase price in excess of \$100.00, must be approved in writing by CITY. CITY shall retain title to

non-expendable property with a unit cost of \$100.00 or more. CITY, at its option, may revert title to SUB-RECIPIENT.

3. Purchase of Real Property: None of the funds provided under this agreement shall be used for the purchase of real property, or for the purchase of an option on the purchase of real property.
4. Competitive Bidding: SUB-RECIPIENT shall use competitive bidding procedures in conformance with any applicable local, state, or federal laws.

I. Nondiscrimination

SUB-RECIPIENT shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. SUB-RECIPIENT certifies that it is aware of the requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

J. Surveys

SUB-RECIPIENT will submit forms acceptable to CITY, and either independently or at CITY's request, to clients served through the course of this agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY's monitoring program.

II. OBLIGATIONS OF CITY

- A. CITY staff shall provide assistance to SUB-RECIPIENT in explaining CITY imposed procedural or substantive contract requirements. In addition, CITY shall serve as liaison between SUB-RECIPIENT and interested citizens and groups, including CITY's Housing and Human Services Commission.

B. *Monitoring and Evaluation*

Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. SUB-RECIPIENT shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY.

C. *Payment of Invoices*

Upon submittal of invoices by SUB-RECIPIENT, CITY agrees to provide payment to the SUB-RECIPIENT, within 30 days of submittal of invoice, subject to the

conditions of other provisions in this agreement. SUB-RECIPIENT shall submit invoices on forms provided by CITY.

III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by SUB-RECIPIENT while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent SUB-RECIPIENT or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

IV. HOLD HARMLESS

SUB-RECIPIENT shall defend, indemnify, and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

- A. Any noncompliance by SUB-RECIPIENT or PROGRAM with such laws, ordinances, codes, regulations and decrees;
- B. Any torts committed by SUB-RECIPIENT, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this agreement;
- C. All suits, actions, claims, causes of action, costs, demands, judgements, and liens arising out of SUB-RECIPIENT's performance under this agreement, including SUB-RECIPIENT's failure to comply with or carry out any of the provisions of this agreement.

V. PROGRAM NON-COMPLIANCE

Upon receipt of evidence of a failure by SUB-RECIPIENT to comply with any provision of this agreement, including EXHIBITS "A," "B," "C," and "D," the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any SUB-RECIPIENT's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward SUB-RECIPIENT a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, SUB-RECIPIENT shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event SUB-RECIPIENT does not implement satisfactory corrective actions in

accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this agreement.

VI. TERMINATION

- A. CITY or SUB-RECIPIENT may suspend or terminate this agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by the terminating party.
- B. Upon suspension or termination of this agreement by CITY, CITY shall be under no obligation to pay SUB-RECIPIENT except for services previously performed for which payment had not previously been made.
- C. Upon suspension or termination, SUB-RECIPIENT shall
 - 1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is suspended or terminated for fault of SUB-RECIPIENT, CITY shall be obligated to compensate SUB-RECIPIENT only for that portion of SUB-RECIPIENT's services which are determined by CITY to be of benefit to CITY.
 - 2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by SUB-RECIPIENT or its SUBSUB-RECIPIENTS, if any, in connection with this agreement. Such materials shall become property of CITY. SUB-RECIPIENT, however, shall not be liable for CITY's use of incomplete materials nor for CITY's use of complete documents if used for other than the services contemplated by this agreement.
- D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "C", this agreement shall terminate upon completion of the PROGRAM and final payment by CITY to SUB-RECIPIENT.

VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this agreement, it may submit a written request for such amendment to the other party. No amendment to this agreement shall be effective except upon the mutual written consent of the parties.

VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by SUB-RECIPIENT hereunder constitute or be construed as a waiver by CITY or SUB-RECIPIENT of any breach of covenants or conditions of this agreement or any default which may then exist on the part of CITY or SUB-RECIPIENT, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or SUB-RECIPIENT with respect to such breach or default.

X. INTEGRATED DOCUMENT

This agreement embodies the agreement between CITY and SUB-RECIPIENT and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants, and conditions of this agreement shall apply to, and bind, the heirs, successors, executors, administrators, assigns and SUBSUB-RECIPIENTS to both parties.

XII. GENERAL ASSURANCES

The SUB-RECIPIENT hereby assures and certifies compliance with the regulations, policies, guidelines, and requirements referenced in its application with the CITY, as they relate to the application, acceptance, and use of CITY funds for this program. Also, the SUB-RECIPIENT assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the SUB-RECIPIENT's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUB-RECIPIENT to act in connection with that application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d)

prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

HOME REQUIREMENTS**I. ASSURANCES**

SUB-RECIPIENT shall become familiar and comply with and cause its employees and subrecipients, if any, to comply with all of the following applicable federal, state, and local laws, ordinances, codes, and regulations. Failure of SUB-RECIPIENT to understand law as described herein shall in no way relieve SUB-RECIPIENT of its responsibility to adhere to same. SUB-RECIPIENT assures and certifies to the CITY that:

- A. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Act for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
- B. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- C. It will give the sponsoring agency (or the Comptroller General), through any authorized representatives, the access to and the right to examine all records, books, papers and documents related to the grant.
- D. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- E. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that facility to be used in the project is under consideration for listing by the EPA.
- F. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development (HUD) as an area having special flood Hazards.
- G. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11592, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469c-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for

inclusion in the National Register of Historic Places that are subject to adverse effect (see 46 CFR Part 800.8) by any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.

- H. It will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, in the provision of training, employment, and business opportunities.
- I. It will comply with provisions of Executive Order 11246, as amended, on equal employment opportunities and affirmative action relative to employees and applicants and non-exempt contracts and subcontracts.
- J. It will comply with 24 CFR Part 35 of the HUD regulations prohibiting the use of lead-based paint in the construction or rehabilitation of residential structures.
- K. It will comply with the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act.
- L. It will comply with the Davis-Bacon Federal Labor Standards provision with respect to all construction contracts in excess of \$2,000.
- M. It will comply with the non-discrimination requirements under Title VI of the Civil Rights Act of 1964 with respect to sale, lease or other transfer of land acquired, cleared, or improved with grant assistance.
- N. It will comply with 24 CFR Part 85 of the HUD regulations known as the Common Rule.

II. REQUIREMENTS

- A. SUB-RECIPIENT shall comply with the following OMB Circulars:
 - 1. Cost Principles, A-87
 - 2. Administrative Requirements, A-102 and 24 CFR Part 85
 - 3. Audit Requirements, A-133
- B. SUB-RECIPIENT shall comply with all applicable requirements of a sub-recipient under 24 CFR Part 92 as follows:

Sections	92.504	Agreements with subrecipients
	92.503	Program Income
- C. SUB-RECIPIENT shall comply with the requirements of the HOME Final Rule, 24 CFR Part 92.

CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the contractor certifies that:

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUB-RECIPIENT's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Signature/Authorized Official

Date

Title

City of Sunnyvale
TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM GUIDELINES

I. Authorization

This program is authorized under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act, which established the HOME program. The HOME program is implemented through the United States Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 24, Part 92, or the Code of Federal Regulations (24 CFR 92). The City of Sunnyvale and the Housing Authority of the County of Santa Clara (HACSC) agree that in administering this program, HUD *Guidance on Tenant-Based Rental Assistance under the HOME Program* and the HACSC Administrative Plan will be followed in all cases.

II. Program Overview

The Sunnyvale TBRA Program provides rental assistance to very low-income Sunnyvale residents currently on the Housing Authority of the County of Santa Clara (HACSC) Section 8 waiting list who may be at risk of homelessness due to unemployment or other factors, and are actively working toward re-employment and/or self-sufficiency within a two-year timeframe.

For purposes of these Guidelines, Contractor shall refer to the Housing Authority of the County of Santa Clara (HACSC) and the City shall refer to the City of Sunnyvale.

III. Eligible Activities

A. Up to 24 months of rent assistance per household to help pay the costs of monthly rent.

B. Combining TBRA with Other Programs

1. Use with Other Subsidies

HOME TBRA may not duplicate existing assistance programs that already reduce the tenant’s rent payment to 30 percent of income. Enrollment in the TBRA program will not affect the tenant’s position on the HACSC Section 8 waiting list.

2. Self-Sufficiency Programs

TBRA recipients will be required to participate in a self-sufficiency, vocational training, or career counseling/job placement (such as those offered by NOVA, CalWorks, EDD or other state-recognized vocational or higher education program) which will enable them to significantly increase their income so they will be able to pay 100% of their rent no later than 24

months after first receiving TBRA assistance. Self-sufficiency programs may include active job-seeking with NOVA or CalWorks assistance, retraining; vocational training; and/or higher education with a clearly defined employment goal, and/or securing of benefits or other income source(s) sufficient to pay either a market-rate or below-market rate rent within two years of gaining TBRA assistance.

IV. Ineligible Activities

HOME TBRA funds cannot be used for the following:

- A. Assisting resident owners of cooperative housing that qualifies as home ownership housing. Cooperative and mutual housing may qualify as either rental or owner-occupied housing under the TBRA Program, depending upon the provisions of the agreement applying to the unit. A household renting from a cooperative unit owner may only use TBRA.
- B. Preventing displacement or providing relocation assistance to households as a result of non-federally funded activities. TBRA funds may be used only as relocation assistance for federally-funded activities.
- C. Providing TBRA rental assistance for overnight or temporary shelter. The TBRA subsidy must be sufficient to enable the households to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS).
- D. Move-in costs and credit checks.
- E. Case management or support services.
- F. Utility deposits.
- G. Payment of rent arrearages.
- H. Allowing the “portability” of TBRA outside of the City. Applicant must use TBRA to rent a housing unit within the Sunnyvale city limits.
- I. Any costs that are the responsibility of the tenant and are not included in the TBRA subsidy calculation and written tenant agreement.

V. Eligibility for Assistance

- A. Income-Eligibility
 - 1. Applicant’s annual income must be at or below the “very low income” limits set forth annually by HUD. Applicant’s income must be verified before assistance is provided and reexamined annually thereafter.
 - 2. Annual income will be defined according to 24 CFR 5.609.
- B. Target Populations

1. Eligible Sunnyvale residents currently on the HACSC Section 8 waiting list will be offered assistance in the order they are on the list.
2. Applicant must use TBRA to rent a housing unit within the Sunnyvale city limits.

VI. Tenant Selection

- A. Sunnyvale residents are assisted based on their position on the HACSC Section 8 waiting list.
- B. The City may establish other preferences that are not discriminatory in intent or effect. Local preferences cannot be administered in a manner that limits the opportunities of persons based on race, color, religion, sex, national origin, handicap, or familial status.
- C. TBRA recipients who also have applied for Section 8 assistance retain, for the purpose of the Section 8 waiting list, any tenant selection preference for which they qualified at the time TBRA was provided. This policy enables families to receive TBRA without jeopardizing their opportunity to receive Section 8 assistance.

VII. Program Implementation

- A. **Eligibility Verification and Documentation**
It is the obligation of the Contractor to obtain complete information from applicants and thoroughly document the methods by which it has verified all pertinent information in the applicant's file. The Contractor must abide by the rules and regulations set forth in the Contractor's Administrative Plan
- B. **Issuance of Rental Voucher**
The issuance of the TBRA Voucher authorizes the household to begin the search for housing. The Contractor will conduct a briefing session, during which the voucher will be issued.

The purpose of the briefing is to ensure that the household (1) understands its responsibilities, as well as those of the Contractor and the owner, and (2) has sufficient guidance to make an informed choice of housing. The briefing should cover:

- Roles and responsibilities of the tenant, owner, and Contractor.
- Limitations on the rent the owner may charge.
- Subsidy calculations.
- Voucher expiration and extension policies.

- Guidance in selection of a unit, including HQS requirements and procedures for submitting the *Request for Tenancy Approval*. Households should be counseled against signing any lease until the Contractor has approved the unit.
 - Lead based paint information.
 - Fair housing information, including the process for filing a complaint in the case of discrimination.
- C. Unit Approval
1. Once the household has located a unit and the owner has agreed to participate, the household and the owner jointly submit Request for Tenancy Approval (RTA). The Contractor will issue one RTA at a time.
 2. The submission of the RTA triggers the Contractor's inspection, rent negotiations and review of the owner's lease.
- D. Rent Reasonableness
1. The Contractor will certify that all units assisted with TBRA are reasonable in relation to rents currently being charged for comparable units in the private unassisted market, and not in excess of rents currently being charged by the owner for comparable unassisted units.
- E. Subsidy Calculation
1. Once the unit has been approved, a final subsidy calculation is required to determine the Contractor's and household's share of the rent.
 2. The family rent to owner is determined after rental assistance is calculated. Rental assistance shall be the difference between 30 percent of the family's adjusted income and the applicable payment standard. Family rent to owner is the difference between the rental assistance and the contract rent.
- F. Tenant Lease, HOME Contract and TBRA Contract
1. The Lease
 - a. The lease must contain certain required provisions which include the tenant and the subsidized shares of the rent, the landlord's responsibility for maintenance and services, any utilities and appliance which the owner will provide, the condition necessary for eviction, the prohibition against discrimination, and the amount of security deposit.
 - b. The lease may not contain anything prohibited under HUD Regulation 24 CFR 92.253.
 2. The HOME Rental Assistance Contract

- a. The property owner or designee and the Contractor must enter into a HOME Rental Assistance Contract. The contract will begin on the first day of the lease between the owner and the tenant and will terminate on the last day of the lease. The contract may be renewed, depending on the availability of TBRA funds from the City of Sunnyvale.
 - b. Execution of a HOME Rental Assistance Contract must meet the following program requirements:
 1. The unit is eligible;
 2. The lease includes the tenancy addendum;
 3. The rent to the owner is reasonable;
 4. The family share of the rent shall not exceed 40 percent of the family's monthly adjusted income;
 5. The unit meets Section 8 Housing Quality Standards (HQS). Contractor will provide qualified inspections. No rental assistance contract will be executed for a unit that has not passed the HQS inspection. Housing occupied by a family receiving TBRA must meet the performance requirements set forth in Contractor's Administrative Plan. These standards cover the following areas:
 - i. Sanitary facilities
 - ii. Food preparation and refuse disposal
 - iii. Space and security
 - iv. Thermal environment
 - v. Illumination and electricity
 - vi. Structure and materials
 - vii. Interior air quality
 - viii. Water supply
 - ix. Lead-based paint
 - x. Access
 - xi. Site and neighborhood
 - xii. Sanitary condition
 - xiii. Smoke detectors
3. TBRA Contract
- a. The term of the rental assistance may not exceed a total of 24 months and must begin on the first day of the term of the lease. The term of the rental assistance contract need not end on termination of the lease, but no payments can be

made after termination of the lease until a tenant enters into a new lease.

- b. The TBRA Contract is signed by the owner, the tenant, and the Contractor and must be executed before the subsidy payments commence.

G. Reexamination

Family income and composition must be reexamined on an annual basis. Annual reexaminations shall include income verifications, rent increase, HQS inspection, determination of family status, etc.

H. Denial and Termination of Assistance

The Contractor may deny assistance to a family or to the requested addition of household member or terminate assistance to a family because of the family's action or failure to act in accordance with the Contractor's Administrative Plan.

ATTACHMENT B

SUMMARY OF TBRA PROGRAM GUIDELINES

**CITY OF SUNNYVALE
TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM
SUMMARY**

The Sunnyvale TBRA Program provides medium-term rental assistance to very low-income Sunnyvale residents currently on the Housing Authority of the County of Santa Clara (HACSC) Section 8 waiting list who may be at risk of homelessness due to unemployment or other factors, and are actively working toward re-employment and/or self-sufficiency within a one to two-year timeframe. TBRA assistance is provided through annual contracts for a maximum of two years. The Program provides a rent subsidy, similar to a Section 8 voucher, to pay that portion of the tenant’s monthly rent and/or a security deposit that the tenant cannot afford to pay. This program is funded by the City of Sunnyvale HOME Program and is administered by the HACSC on behalf of the City. This is a summary of the TBRA Guidelines. The complete Program Guidelines will be available at the City Housing Division, and online at:

<http://Housing.InSunnyvale.com>

I. Tenant Eligibility Criteria

A. Income Eligibility

Applicant’s annual income must be at or below the “Very Low” income limits shown on **Table 1** below to be eligible for TBRA.

Table 1 TBRA Income Limits

Income Level	Household Size							
	1	2	3	4	5	6	7	8
Very Low (50% AMI)	\$36,250	\$41,400	\$46,600	\$51,750	\$55,900	\$60,050	\$64,200	\$68,350

Effective July 1, 2010

B. Tenant Selection Criteria

Sunnyvale residents currently on the HACSC Section 8 Housing Choice Voucher waiting list will be offered assistance in the order they are on the list. HOME TBRA may not duplicate existing rental assistance programs that already reduce the tenant’s rent payment to 30 percent of income. Enrollment in the TBRA program will not affect the tenant’s position on the HACSC Section 8 waiting list.

C. Self-Sufficiency Program Participation

TBRA recipients will be required to participate in a self-sufficiency, vocational training, or career counseling/job placement program (such as those offered by NOVA, CalWorks, EDD or other state-recognized vocational or higher education program) which will enable them to significantly increase their income so they will be able to pay 100% of their rent no later than 24 months after first receiving TBRA assistance. Self-sufficiency programs may include active job-seeking with NOVA or CalWorks assistance; retraining; vocational training; and/or higher education with a clearly defined employment goal, and/or securing of benefits or other income source(s) sufficient to pay either a market-rate or below-market rate rent within two years of gaining TBRA assistance.

**CITY OF SUNNYVALE
TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM
SUMMARY**

II. TBRA Program Requirements

A. Eligible Rental Units

Applicant must use TBRA to rent a housing unit within the Sunnyvale city limits. Exceptions to the location requirement may be requested in case of hardship, however in no case may the rental unit be located more than 2 miles from the City limits. Tenants may use the assistance at any qualifying rental unit of their choice. A qualifying rental unit is one that is:

1. Located within the City of Sunnyvale,
2. Meets Section 8 Housing Quality Standards (HQS);
3. Appropriately sized for the household in accordance with the Sunnyvale TBRA Program occupancy standards (see **Table 2**), and
4. Does not receive federal or state project-based rental subsidies that limit the rent to no more than 30% of the tenant’s actual income, such as public housing and Section 8 Project-based units.
5. Offered for rent that meets rents for an amount that does not exceed the HACSC “rent reasonableness” standard.

B. TBRA Subsidy Amount

TBRA assistance will equal the difference between 30% of the household’s adjusted gross monthly income and the Voucher Payment Standard (VPS) for the unit size for which the tenant qualifies (See Table 3). Tenants must pay at least 10% of the actual contract rent (requests for hardship waivers will be considered case by case). The maximum term of rental assistance is two years, however the initial TBRA contract term is one year, subject to renewal if tenant and landlord comply with the TBRA program requirements. HACSC will pay the TBRA subsidy directly to the landlord during the term of the lease agreement. If the lease expires during the two-year term of assistance, payments will discontinue until the tenant enters into a new lease. All TBRA tenants must maintain a valid lease with a term of at least 12 months in order to receive assistance.

C. Annual Income Verification and Unit Inspection

1. TBRA recipients must provide documentation to the HACSC to verify their continued income eligibility for TBRA assistance at least annually for the term of assistance.
2. Units rented with TBRA assistance must be inspected at least annually for HQS compliance.

Table 2

Bedroom Size	Maximum Occupancy	Minimum Occupancy
Studio	3	Determined by HACSC based on age, gender, and relationship of household members
One	4	
Two	6	
Three	8	
Four	10	

**CITY OF SUNNYVALE
TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM
SUMMARY**

Table 3

HACSC VPS							
Studio	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	(SRO)
\$1,135	\$1,315	\$1,581	\$2,274	\$2,503	\$2,878	\$3,253	\$851

Effective October 1, 2009 The VPS will be revised in October, 2010. Due to softening rental market, VPS could be reduced.

Contact Information:

Sunnyvale residents currently on the Section 8 waiting list may contact the Housing Authority to inquire about TBRA assistance:

Housing Authority of the County of Santa Clara

Call Center: 408-275-8770

<http://hacsc.org>

For general inquiries about City housing programs and TBRA Program Administration, contact:

Katrina Ardina

housing@ci.sunnyvale.ca.us

City of Sunnyvale CDD - Housing Division

Sunnyvale City Hall, 1-Stop Permit Center

456 W. Olive Ave., Sunnyvale, CA 94087

408-730-7250

<http://Housing.InSunnyvale.com>

Sunnyvale TBRA applicants and others interested in job-seeking assistance, career counseling, and related programs may contact:

NOVA Connect! Center

rhunt@novaworks.org

408-774-5447

<http://novaworks.org>