

CFDA NO. 14.239

HOME INVESTMENT PARTNERSHIPS PROGRAM

AWARD AGREEMENT H-16-02

This Award Agreement is entered into by and between Women's Opportunity and Resource Development, Inc. (WORD), a Montana non-profit corporation, located at address 2405 McIntosh Loop, Missoula, MT, and the City of Missoula, Montana, a municipal corporation incorporated pursuant to Montana law, located at 435 Ryman, Missoula, MT (the City).

RECITALS

- A. The Home Investment Partnerships (HOME) Program was created by the National Affordable Housing Act of 1990. The objectives of the HOME Program are to provide decent affordable housing to lower-income households, expand the capacity of non-profit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private-sector participation.
- B. The City of Missoula is a Participating Jurisdiction in the HOME Program, and has received an allocation of HOME funds to be administered by the City in furtherance of the HOME Program objectives.
- C. The City of Missoula allocates and spends HOME funds awarded to the City through a competitive grant application process or directly by addressing need identified by the City, with review and approval by the Missoula City Council in compliance with public open-meeting requirements.

Now therefore, based on the Recitals above, WORD and the City agree to the following terms:

1. PURPOSE OF AWARD AGREEMENT

- a. The purpose of this Award Agreement is to provide funding for project activities approved by the City under the U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME). An award was granted to WORD and approved by the Missoula City Council on the 9th day of May, 2016. The terms, obligations and requirements that WORD needs to perform in exchange for this award of funding are set forth in this Award Agreement, and upon execution of this Award Agreement, are binding on all parties.

2. ADMINISTRATION PLAN INCORPORATED BY REFERENCE

WORD's Administration Plan for HOME assistance (Attachment C) is incorporated into this Award Agreement by this reference and the representations made in the Administration Plan are binding upon the WORD. If WORD undertakes activities not represented in the Administration Plan this Award Agreement may be subject to termination pursuant to the terms of Section 23 of this Award Agreement.

3. ACCEPTANCE OF HOME PROGRAM REQUIREMENTS

- a. By accepting an award of HOME funds, WORD agrees to comply with all laws, rules and regulations related to the HOME program. WORD will comply with all applicable parts of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended; the applicable Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 92, as now in effect or as they may be amended during the term of this Award Agreement; all requirements established by the City, including the applicable version of the City of Missoula HOME and CDBG Administrative Manual; applicable State and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
- b. WORD agrees that all contracts entered into by WORD for the completion of the activities described in Section 6 of this Award Agreement will contain special provisions requiring contractors to comply with all applicable requirements, as outlined in the applicable version of the *City of Missoula HOME and CDBG Administrative Manual*.
- c. WORD expressly agrees to repay to the City any and all funds advanced to WORD under this Award Agreement which WORD, its officers, employees, agents, assigns, subcontractors or subrecipient entities, or any other agent to which WORD delegates authority to carry out portions of this Award Agreement, expends in violation of the terms of this Award Agreement or in violation of any federal, state and local statutes, ordinances and/or regulations governing the HOME Program.
- d. WORD agrees that 100% of HOME funds will be used to benefit low- and very low-income households, as defined annually by the Department of Housing and Urban Development (HUD). No more than ten (10) percent of assistance may go to households whose annual income is greater than sixty (60) percent of Missoula's area median income, and no households will be served whose annual income is greater than eighty (80) percent of Missoula's area median income.

4. ADMINISTRATION

The City of Missoula shall administer this grant. Any reference to the City indicates an administrative function to be performed by City staff.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Award Agreement shall take effect upon execution by all the parties. WORD may be able to receive reimbursement for costs expended in furtherance of the approved list of activities contained in WORD's application for costs incurred between July 1 and the date of execution of this Award Agreement. Reimbursement for already expended costs is purely a discretionary decision to be made by City staff, and shall be evaluated on a case-by-case basis. If reimbursement is allowed, reimbursement for already expended costs is limited to only those costs allowed by 24 CFR Part 92. The activities to be performed by WORD will be completed according to the implementation schedule included as Attachment A to this Award Agreement, which by this reference is made a part of this Award Agreement.

6. SCOPE OF ACTIVITIES

The allocation of HOME funds awarded to WORD by the City must be utilized to achieve the identified list of activities set forth in its application for HOME funds, this Agreement, and in Attachment C, WORD's Administration Plan for HOME grant assistance. By accepting the award of HOME funds, WORD agrees to perform all activities identified in its Administration Plan. The activities to be performed by WORD will be completed according to the implementation schedule proposed by WORD included as Attachment A to this Award Agreement, which by this reference is made a part of this Award Agreement. The major components of the approved project activities include, but are not limited to:

- WORD will provide tenant-based rental assistance (TBRA) in the form of security deposits, utility deposits, and ongoing rental subsidies to households whose incomes are at or below 80% of the local median income, as determined by the U.S. Department of Housing and Urban Development (HUD), for the purpose of providing or making rental housing more affordable. No more than ten (10) percent of assistance may go to households whose annual income is greater than sixty (60) percent of Missoula's area median income.
- Security deposits are limited to the value of one month's rent. A security deposit provided by HOME funding may not be used to pay last month's or past due rent. Utility deposits will be provided only in conjunction with security deposit or subsidy assistance and are limited to deposits for the heating source (gas, electric or propane), electricity, water, trash, and sewer. Deposits for cable or satellite television, telephone, internet or other unspecified utility services are not eligible.
- All households assisted with ongoing rental subsidies may receive no more than two (2) months of subsidy in the year following initial application, although WORD may make exceptions to the limit of the period of assistance if circumstances and fund availability merit a review.
- WORD will provide information and documentation to the City of Missoula on prescribed forms and this documentation shall include information regarding family size, ethnicity, type, income and other required information for all program participants.
- Will designate a representative who is involved in the project activities for which these HOME funds have been awarded as the designated representative to attend qualified fair housing training. The Awardee must certify by providing a copy of the attendance certificate that this designated representative has either attended a qualified fair housing training within one year prior to the receipt of funds, or will attend a qualified fair housing training within one year of first receipt of funds. For the purposes of this requirement, "qualified fair housing training" means any fair housing training receiving continuing professional credit (CLE, licenses real estate agents or property managers education credit architects education credit, etc.).

7. AMOUNT OF AWARD AND BUDGET

- a. The total amount of HOME funds awarded to WORD by the City will not exceed \$50,000.00. The City will have no obligation to pay for any project activities that exceed this award amount.
- b. A copy of the project budget is included as Attachment B to this Award Agreement and by this reference is made a part of this Award Agreement and binding upon WORD.

- c. Budget adjustments requests must be approved in advance by CITY. For adjustments between line items of the HOME portion of Attachment B, in an amount not to exceed \$1,000, CITY's approval of the Request for Payment form submitted by WORD will constitute approval of the requested budget adjustment. Budget adjustment requests in excess of \$1,000 must be submitted to CITY in writing, and are subject to an approval review process by CITY.

8. SPECIAL CONDITIONS

- a. WORD will not obligate or expend HOME funds for any activities provided for by this Award Agreement until:

- i. CITY completes an Environmental Review Record(s) and issues a Notice of Release of Funds;
- ii. WORD submits to CITY evidence of the firm commitment of the other resources necessary for the completion of the project, as defined in Section 7, Amount of Award and Budget, and Attachment B of this Award Agreement;
- iii. WORD submits, and CITY approves, a Program Management Plan and administrative guidelines and terms for financial assistance;
- iv. WORD submits a detailed Program Income Plan, if applicable, for review and written approval by CITY prior to the release of any funds. WORD will be permitted to retain program income generated by the activities described in Section 6 of the Award Agreement, "Scope of Activities."

Program income received before the program is closed out must be expended on HOME eligible activities before any additional HOME funds are requested by WORD. The receipt and expenditure of program income will be treated as additional HOME funds subject to all applicable requirements of Section 4 of this Award Agreement governing the use of HOME funds. WORD will record the receipt and expenditure of program income as part of the financial transactions of the grant program. After program closeout WORD may retain all program income resources for additional HOME-eligible activities, subject to authorization by CITY. Reports of program income transactions will be required to be submitted to the HOME Program as part of the quarterly reports described in Section 10 of the Contract; and

- v. WORD establishes a separate HOME account or accounting classification within the approved accounting and management system to be used exclusively for the receipt and disbursement of HOME and related funds, including program income receipts and disbursements.
- b. WORD will provide and document matching contributions in the minimum amount of \$0.00 prior to project completion. Matching contributions must be an eligible form of matching contribution as defined in 24 CFR §92.220. Match provided shall be reported annually in the final quarterly report of each program year.
 - c. WORD will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.

- d. WORD will comply with the project requirements found in 24 CFR, Part 92.203, as applicable, in accordance with the type of project assisted. For this project, the method of determining income per 24 CFR 92.203(j) will be:

 X “Annual income” as defined at 24 CFR 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner’s principal residence may be excluded from the calculation of Net Family Assets);
OR

 Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

- e. WORD will adopt affirmative marketing and minority outreach procedures and requirements in accordance with 24 CFR §92.351 for HOME-assisted housing as authorized by resolution of the Board of Directors in its application for HOME assistance.
- f. WORD will comply with displacement, relocation and acquisition requirements set forth in 24 CFR §92.353; labor standards set forth in 24 CFR §92.354; and conflict of interest detailed in 24 CFR §92.356.
- g. Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.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, J, K, M and R of this title.
- h. WORD will require that all housing assisted with HOME funds meet affordability requirements set forth in 24 CFR §92.254, and will require the repayment of any HOME funds disbursed for a project if the assisted housing unit does not meet the affordability requirements for the specified time period. There is no period of affordability established for tenant-based rental assistance.
- i. WORD will comply with the project requirements found in 24 CFR, Part 92, Subpart F, as applicable, in accordance with the type of project assisted. Subpart F includes, but is not limited to, provisions dealing with minimum and maximum per-unit subsidy amounts; property standards; qualification as affordable housing; tenant and participant protections; converting rental units to homeownership units for existing tenants; faith-based activities; and elder cottage housing opportunity (ECHO) units.

There are no minimum HOME subsidy limits for tenant-based rental assistance.

- j. WORD will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 92, Subpart H, except that WORD does not assume the responsibility for release of funds under 24 CFR §92.352 for environmental review or the intergovernmental review process described in 24 CFR §92.357 for Executive Order 12372. Subpart H includes, but is not limited to, provisions dealing with other Federal requirements and nondiscrimination; affirmative marketing; minority outreach program; displacement, relocation, and acquisition; labor; lead-based paint; conflict of interest; and consultant activities.
- k. When applicable, WORD will follow the provisions governing the use of HOME funds by religious organizations, as contained in 24 CFR §92.257.

1. In all contracts with its subcontractors and subrecipients, WORD will require all contract provisions, clauses and conditions as detailed in Exhibit A of the applicable year's version of the Missoula HOME and CDBG Administration Manual.
9. PROCEDURE FOR DISBURSEMENT OF FUNDS
 - a. The City will pay to WORD funds available under this Award Agreement upon approval by the CITY of WORD's Request for Payment. The City will reimburse WORD for approved, eligible and necessary expenses according to the documentation submitted by WORD to support the expenditures. The City will not reimburse WORD for any expenses not included in the approved budget or not clearly and accurately supported by WORD's original application and/or any subsequent documentation. Any awarded funds not expended by WORD within 24 months of the date of execution of this Award Agreement will revert to the City and will be used to finance other HOME projects.
 - b. The reimbursement of eligible costs incurred is contingent upon WORD's completion of Section 8. SPECIAL PROJECT START UP CONDITIONS. In the event WORD is unable to comply with the terms and the conditions of this Award Agreement, any costs incurred will be WORD's sole responsibility.
 - c. If the actual total cost of completing the project is less than has been projected by WORD in the approved budget (Attachment B), CITY may, at its discretion, reduce the amount awarded to WORD under this Award Agreement in proportion to the overall savings.
 - d. If CITY determines that WORD has failed to satisfactorily carry out its responsibilities under this Award Agreement, CITY may revoke WORD's authority to draw against the funds awarded to WORD under this Award Agreement until CITY and WORD agree on a plan to remedy the deficiency.
 - e. CITY reserves the right to withdraw an award and commitment of any HOME funds which remain unobligated 24 months after the date of execution of this Award Agreement.
10. NOTICE.

All notices, demands, and consents provided for in this Award Agreement must be given in writing and shall be sent by U.S. Mail or hand-delivered to the following:

The City's contact for all administrative and technical matters concerning this Award Agreement is:

Erin Kautz, Grants Administrator, or Successor
Missoula City/County Department of Grants and Community Programs
435 Ryman
Missoula, MT 59802
(406) 258-4904

WORD's contact for all administrative and technical matters concerning this Award Agreement is:

Beth Riley, Chief Executive Officer
Women's Opportunity and Resource Development, Inc.
2405 McIntosh Loop
Missoula, MT 59801
(406) 543-3550

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any contractor or subcontractor, subrecipient, agent, employee or assign, pursuant to this Award Agreement are to be the property of both WORD and the City. Both WORD and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Award Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

12. ACCESS TO RECORDS AND PROJECT MONITORING

- a. WORD will maintain adequate and reasonable records of its performance under this Award Agreement and will allow access to these records at any time during normal business hours by the City, the U.S. Department of Housing and Urban Development and the Comptroller General. These records will be kept in WORD's offices in Missoula, Montana.
- b. CITY may monitor and inspect all phases and aspects of WORD's performance to determine compliance with the provisions of the application, the Scope of Work set forth in Section 6 of the Award Agreement, and with any other technical and administrative requirements, including the adequacy of WORD's records and accounts. CITY will advise WORD of any specific areas of concern and provide WORD opportunity to propose corrective actions acceptable to CITY.

13. PROJECT PROGRESS REPORTING

- a. During the term of this Award Agreement, WORD will submit a Project Progress Report to CITY during each quarter for the periods ending June, September, December and March. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that is being requested.
- b. WORD will submit the Project Progress Report to CITY within 10 days of the close of each quarter. The City will not process claims for payment until the required quarterly report has been submitted to and approved by CITY. Project Progress Reports submitted during a quarter in conjunction with a Request for Payment will satisfy the quarterly progress-reporting requirement.

14. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination against any person on the basis of race; ancestry; color; physical or mental disability; religion; national origin; sex; age; marital or familial status; creed; ex-offender status; physical condition; political belief;

public assistance status; or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

15. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, subgrantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula is committed to implement affirmative action to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, national origin, sex, age, marital status, creed, ex-offender status, physical condition, political beliefs, public assistance status or sexual preference. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility of actively facilitating equal opportunity for present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all personnel actions are administered on the basis of job necessity.

Specific responsibility for development, implementation, monitoring and reporting will be assigned to the City Personnel staff under the supervision of the Mayor's Administrative Assistant.

It is the policy of the City of Missoula to take affirmative action to eliminate discrimination in personnel policies and procedures that have adverse impact on the "affected class" unless sex, ex-offenders status, and/or physical or mental handicap relates to a bona fide occupational qualification. Equal opportunities shall be provided for all City employees during their terms of employment. All applicants for City employment shall be recruited from the available labor market, and employed on the basis of their qualifications and abilities. The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

16. AVOIDANCE OF CONFLICT OF INTEREST

WORD will comply with the provisions of the applicable HUD regulations of 24 CFR 92.356; and with sections 2-2-125, 2-2-201, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

17. MODIFICATION OF AWARD AGREEMENT

This Award Agreement, together with all referenced and incorporated attachments, contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or

agents of either party, which are not contained in or authorized by this written Award Agreement, are valid or binding. This Award Agreement may not be enlarged, modified, or altered except upon mutual written agreement of the parties except for amendments made by the City pursuant to Section 23 of this Award Agreement. WORD accepts responsibility for the adherence to the terms of this Award Agreement by all officers, employees, agents, assigns, and subcontractor or subrecipient or other affiliated entities and by all public or private agents or agencies to which it delegates authority to carry out portions of this Award Agreement.

18. CONSTRUCTION AND VENUE

This Award Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation concerning the Award Agreement, venue shall be in the District Court of the Fourth Judicial District in and for the County of Missoula, State of Montana.

19. INDEMNIFICATION

- a. WORD waives any and all claims and recourse against the City and its officers, employees and agents including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to WORD's or any subrecipient's performance under this Award Agreement.
- b. WORD agrees to indemnify, hold harmless, protect, defend and save the City, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, against any and all claims, demands, damages, costs, liability, expenses, including reasonable attorneys' fees, or causes of action of any kind or character, including the cost of defense arising out of the performance or omissions of performance or in any way resulting from the acts or omissions of the Awardee and/or its agents, employees, representatives, assigns, subrecipients, and/or subcontractors under this Agreement.

20. WORKERS' COMPENSATION AND LIABILITY INSURANCE COVERAGE

- a. Workers' Compensation: WORD must, at their own expense, obtain and keep in force any required workers' compensation insurance. The City of Missoula is not the worker's compensation insurer of WORD's employees. WORD must have current workers' compensation insurance in place for its employees. The City of Missoula shall have no liability with respect to any and all actions of WORD's employees, officers or agents. WORD shall provide CITY with a certificate of insurance evidencing WORD's worker's compensation insurance coverage.
- b. Liability Insurance: WORD must, at their own expense, obtain and keep in force general commercial liability insurance to provide insurance against liability for loss, damage, or injury to property or persons that might arise out of WORD's activities. The City of Missoula shall have no liability with respect to any and all actions of WORD's officers, employees or agents. WORD shall provide CITY with a certificate of insurance evidencing liability insurance.

21. AWARD AGREEMENT AMENDMENT

- a. WORD may request that this Award Agreement be amended. The requested amendment will only be allowed upon a clearly showing/demonstration by WORD that the amendment is justified and will enhance the overall impact of the original project. CITY will consider each individual amendment request to determine whether the amendment is substantial enough to necessitate reevaluating the project's original ranking. If warranted, CITY will analyze the impact of the

proposed amendment on the scores assigned to WORD's application in the original grant competition.

- b. CITY will not approve amendments to the scope of work or the budget that will affect high priority activities or improvements that would materially alter the circumstances under which the grant was originally ranked.
- c. If CITY determines that the proposed amendment represents a substantial change in the project activities proposed in the original application for HOME funds, the City will hold a local public hearing on the amendment with reasonable notice.
- d. No amendment to the Award Agreement will occur unless the amendment is set forth in writing and signed by CITY and WORD.

22. PROPERTY MANAGEMENT

Title to real property or equipment acquired using fund from a grant or subgrant will vest upon acquisition in WORD or subgrantee. WORD or subgrantee will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 24 CFR Part 85, Subpart C and 24 CFR Part 570, Subpart J.

23. TERMINATION OF AWARD AGREEMENT

This Award Agreement may be terminated as follows:

- a. Termination or Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund WORD's project are withdrawn by the federal government, the City may unilaterally terminate or modify the terms of this Award Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available HOME funds, compensate WORD for eligible work elements WORD has completed and for actual, necessary and eligible expenses incurred by WORD as of the revised termination date. The City will give WORD written notice of the effective date of the modification or termination of this Award Agreement and, if a reduction in funding is required, will provide WORD with a modified project budget.
- b. Termination Due to Noncompliance with Award Agreement Terms. If CITY determines that WORD has failed to comply with the general terms and conditions of this Award Agreement, the project schedule, any special conditions, or has not obligated funds within 24 months after the date of execution of this Award Agreement, and if upon written notification of the defect WORD does not remedy the deficiency within a reasonable period to be specified in the written notice, the City may terminate this Award Agreement in whole or in part at any time before the date of completion. The City will promptly notify WORD in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- c. Termination Due to Adverse Environmental Impact. This Award Agreement will terminate at the conclusion of the environmental review process if WORD or the City determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- d. Effect of Termination. In the event of termination due to WORD's failure to comply with the terms of this Award Agreement or the project's adverse environmental impact, any costs incurred

will be the responsibility of WORD. However, at its discretion, the City may approve requests by WORD for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended HOME funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of WORD to comply with the terms of this Award Agreement and on whether any failure to comply with the terms of this Award Agreement was the result of circumstances beyond WORD's control.

24. WAIVER

The waiver of any of the terms and conditions of this Award Agreement on any occasion or occasions is not to be deemed as waiver of those terms and conditions on any future occasion.

25. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Award Agreement is for any reason held to be invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Award Agreement.

26. ATTORNEYS' FEES

In the event of a breach of the terms of this Award Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the enforcement of the terms of this Award Agreement.

27. SUCCESSORS AND ASSIGNS.

This Award Agreement inures to the benefit of and constitutes a binding obligation on WORD and their respective successors and assigns. WORD may not assign this Award Agreement or any of its duties hereunder without the prior written consent of the City.

28. OPEN MEETINGS

All meetings of WORD's Board of Directors will be open to the public as per the applicable Montana Code Annotated provisions in 2-3-203, MCA

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Award Agreement.

CITY OF MISSOULA

BY: _____ DATE: _____
John Engen, Mayor

ATTEST:

Martha L. Rehbein, CMC
City Clerk

WOMEN'S OPPORTUNITY AND RESOURCE DEVELOPMENT, INC.

BY: _____ DATE: _____
Emily Cohen, Board President

STATE OF MONTANA)
)
County of Missoula)

On this ____ day of _____, 2016, before me _____, a Notary Public for the State of Montana, personally appeared, Emily Cohen, Board President, Women's Opportunity and Resource Development, Inc., in Montana, and acknowledged to me that s/he executed the written instrument on behalf of said Business.

(NOTARY SEAL)

PRINTED NAME: _____
Notary Public for the State of Montana
Residing at _____
My Commission expires _____

ATTACHMENT A: PROJECT IMPLEMENTATION SCHEDULE

	Anticipated Completion (month / year)	Actual Completion* (month / year)
Financing		
Construction Loan Commitment		
Construction Loan Closing		
Low Income Housing Tax Credits		
Grant Commitments (list grants separately)		
1. Missoula HOME Program	6-30-17	6-30-17
2. Missoula County CBO	6-30-17	6-30-17
3. Private Contributions	6-30-17	6-30-17
Permanent Loan Commitment:		
Permanent Loan Closings		
Other _____		
Other _____		
Project Start-up		
Site Acquisition		
Zoning		
Infrastructure Available		
Environmental Review		
Advertise Architect / Engineer		
Design Completion		
Advertise for Construction Bids		
Construction Bid Award		
Building Permits		
Marketing		
Other _____		
Project Activities		
Pre-Construction Conference		
Issue Notice to Proceed		
Begin Construction		
Complete Construction		
Final Inspection/Issue Certificate of Occupancy		
Audit		
Marketing		
Prequalification Activities		
Homebuyer Workshops		
Rehabilitation		
Rent-up		
Closeout		
Other _____		

*Use Actual date if activity has already occurred.

ATTACHMENT B: BUDGET

SOURCES:	SOURCE HOME	SOURCE WORD	SOURCE CBO	TOTAL PROJECT BUDGET
ADMINISTRATION				
Personnel Services			14,886	
Supplies				
Communications		250		
Printing/Duplication/Postage		1275		
Other Administration:		6730	364	
TOTAL ADMINISTRATION COSTS		9255	15,250	24,505
DIRECT ASSISTANCE				
Homebuyer's Assistance				
HBA Soft Costs				
Tenant-based Rental Assistance (TBRA)	48,900		8750	
Other:				
TOTAL DIRECT ASSISTANCE	48,900		8750	57,650
PROJECT COSTS				
TBRA Income Qualification				
TBRA Housing Inspection	1,100			
Other: (case mgmt. Hsg stability, Outreach & engagement)				
TOTAL PROJECT COSTS	1,100			1,100
PROJECT RESERVES				
Rent-Up Reserve				\$0
Operating Reserve				\$0
Replacement Reserve				\$0
Escrow				\$0
Other:				\$0
TOTAL PROJECT RESERVES	\$0	\$0	\$0	\$0
GRAND TOTAL PROJECT COSTS	50,000	9255	24,000	83,255

Women's Opportunity and Resource Development, Inc.
ADMINISTRATIVE PLAN FOR TENANT-BASED RENTAL ASSISTANCE

NONDISCRIMINATION

The Women's Opportunity and Resource Development, Inc. (WORD) will administer the Tenant-Based Rental Assistance (TBRA) program on behalf of the City of Missoula and will operate the program in a manner that will ensure consistent and fair treatment to all persons interested in program participation.

WORD will not discriminate at any stage of the application/participation process because of race, color, national origin, religion, creed, age, gender, familial or marital status, or physical or mental disability, political ideas, ancestry, sexual orientation and gender identity or expression. WORD is bound by the nondiscrimination requirements of federal, state, and local law.

WORD will abide by the nondiscrimination requirements of:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance;
- Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental or advertising of housing;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving federal financial assistance;
- The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving federal financial assistance;
- Executive Order 11063, which required the U.S. Department of Housing and Urban Development to take whatever action is necessary to prohibit discrimination based on race, color, national origin, religion (creed), or sex in housing receiving federal financial assistance;
- Fair Housing Act of 1988, which amends Title VIII of the Civil Rights Act of 1968, prohibits discrimination in housing on the basis of handicaps and familial status;
- Title II of the Americans with Disabilities Act, 42. USC 12101 as applicable;
- Montana Human Rights Statutes, Title 49 of the Montana Codes Annotated which prohibit discrimination based on sex, marital status, race, creed, religion, age, familial status, physical or mental disability, color or national origin.
- City of Missoula Ordinance 3428, which prohibits discrimination on the basis of race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity or gender expression.

No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state, or local level. In addition, there shall be no discrimination against any applicant receiving part or all of his/her income from public assistance or based upon the location of housing selected by the applicant, providing such applicant is otherwise eligible and the housing selected passes an inspection according to Housing Quality Standards. Policies relative to Acquisition, Displacement and Relocation, Affirmative Marketing, Equal Opportunity, Fair Housing and maintaining a Drug-free Work Place are available at the City's Department of Grants and Community Programs, 435 Ryman, Missoula, MT 59802.

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APPROACH AND OBJECTIVES IN PROGRAM ADMINISTRATION

The objective of the City of Missoula's Tenant-Based Rental Assistance program (TBRA) is to provide affordable, safe, decent, sanitary housing to very low-income and low-income households residing within the boundaries of the City of Missoula, Montana. The City has chosen Women's Opportunity and Resource Development, Inc. to administer the program on the behalf of the City, and funds the program through its Home Investment Partnerships (HOME) program.

WORD will ensure through its administration of the program that participants will be aware of the wide variety of housing types and neighborhoods available to them. All efforts will be made to ensure that participants take advantage of the freedom of housing choice and expansion of housing opportunities made possible by the TBRA program. By consistent and thorough enforcement of minimum Housing Quality Standards, WORD will enhance community efforts to improve and maintain the existing housing stock.

This Administrative Plan addresses all local discretionary program functions in the TBRA program. All other operational procedures will be developed and implemented according to HOME federal regulations found at 24 Code of federal Regulation 92. WORD further assures all programs are administered in accordance with its policies and procedures established in accordance with the Fair Housing Act and attached as an Addendum, including Acquisition, Displacement and Relocation Policy; Affirmative Marketing Policy; Equal Opportunity Policy; Fair Housing Policy; and Policy to Ensure a Drug-Free Workplace.

WORD will affirmatively market the program by providing notice of program parameters and availability of funds to a variety of agencies and individuals, utilizing standing community committees and workgroups. All applicants are reviewed on a first-come, first-served basis.

All organizational policies are monitored and enforced by the Co-Directors of WORD, and backed by WORD's Board of Directors. Policies such as employment rights and conflict of interest are covered in WORD's organizational by-laws and Human Resources Handbook. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state, or local level. WORD will follow all fair/equal housing, affirmative marketing, and civil rights policies as set forth by the City of Missoula. In addition, there will be no discrimination against any applicant receiving part or all of his/her income from public assistance or based upon the location of housing selected by the applicant, providing such applicant is otherwise eligible and the housing selected passes an inspection according to Housing Quality Standards.

Interested applicants may visit WORD's website to print or visit WORD's offices to fill out a Pre-Application form which will help determine basic program eligibility. Pre-applications will be collected by Reception and provided on a daily basis to the Housing Counselor who will then review them and contact eligible applicants by the end of each business week. Eligible applicants will be responsible for setting and fulfilling an appointment with a WORD Housing Counselor to complete the full application. Full applications are again reviewed by the Housing Counselor and accepted or denied via phone message by the end of the business week during which they were submitted. When a household is selected to participate in the program, WORD will share information on how the program works, household and owner responsibilities, where the household may lease a unit, and an explanation that the assistance is not portable to another community. Also at this time the household is provided a voucher-holder's packet containing various necessary forms and advisements.

All applicants are reviewed on a first-come, first-served basis. A waiting list will be maintained for all eligible households wishing to participate in the TBRA programs. Selection of households will be by date and time. The waiting list is always open and WORD accepts applications on a continuous basis to ensure a sufficient number of eligible applicants. If at any time there is a shortage of applicants, the Missoula Housing Authority will be notified of the opening so that City of Missoula residents appearing on the MHA Section 8 waiting list may be informed. Also, assistance will be enlisted from community groups and agencies such as church groups, advocacy groups for the homeless, elderly and disabled who are service providers and whose primary target is low-income groups of people. WORD will consider closing its waiting list when it has insufficient funds available to assist all applicants on the waiting list over a reasonable period of time, i.e. 1 to 4 months. WORD does not maintain a waiting list based on federal or local preferences.

JURISDICTION

Assistance provided under the HOME Tenant-Based Rental Assistance program may be provided to anyone living within the City of Missoula, Montana. TBRA is not portable and may not be used outside the City of Missoula's boundaries.

DEFINITIONS

Applicant

A person or a household that has applied for housing assistance.

Area Median Income

Area Median Income (AMI) is the midpoint of all household incomes in an area, with half of the incomes being less than the midpoint, and half being greater than the midpoint. It is not an average.

Household

A household is either a single person or a group of persons.

Live-in Aide

A person who resides with one or more elderly persons or persons with disabilities, and who:

- A. is determined to be essential to the care and well-being of the person(s);
- B. is not obligated for the support of the persons; and
- C. would not be living in the unit except to provide the necessary supportive services.

Length of Contract

A housing assistance contract issued under HOME's tenant-based rental assistance program must show that monthly housing assistance does not exceed two months.

Tenant-based rental assistance (TBRA)

Tenant-based rental assistance is comprised of monies awarded through a HOME Investment Partnership program Grant administered by the City of Missoula. Assistance is provided for up to two months and is primarily used for very-low and low-income households in transition and working to achieve a more stable income and decrease their dependency for rental assistance. Ninety percent of households assisted under the program cannot have incomes that exceed 60% of area median income. All households must have income less than 80% of the area median income.

SELECTION PROCESS

WORD does not maintain a waiting list based on federal or local preferences. All applicants are reviewed on a first-come, first-served basis as provided under the Waiting List Procedures shown below.

Waiting List Procedures

A waiting list will be maintained for all eligible households wishing to participate in the TBRA programs. Selection of households will be by date and time. The waiting list is always open and WORD accepts applications on a continuous basis to ensure a sufficient number of eligible applicants.

If at any time there is a shortage of applicants, the Missoula Housing Authority will be notified of the opening so that City of Missoula residents appearing on the MHA Section 8 waiting list may be informed. Also, assistance will be enlisted from community groups and agencies such as church groups, advocacy groups for the homeless, elderly and disabled who are service providers and whose primary target is low-income groups of people. WORD will consider closing its waiting list when it has insufficient funds available to assist all applicants on the waiting list over a reasonable period of time, i.e. 1 to 4 months. This prevents false hope among households that assistance will be available in the near future.

A household will be processed through the waiting list using the following procedures:

- In order to be placed on the waiting list, an interested household must complete an initial eligibility application. Applications are available at WORD, will be mailed upon request, or are available on WORD's website at www.wordinc.org. Applicants must also submit an application to the Missoula Housing Authority for a Section 8 subsidy certificate before an application for TBRA will be accepted.
- Applications/certifications will be dated and time stamped upon receipt in WORD office and names will be placed on the waiting list in the strict order in which they are received.
- All applications will be reviewed to determine if the household appears to meet income and household definition requirements of this Plan and HUD regulations.
- The appropriate bedroom size will be determined based upon the subsidy standards stated within the Administration Plan and the household will be placed on the waiting list by time and date of application. Bedroom size is provided as a guideline only. A client may be approved for assistance in a unit larger or smaller than the specified standard if they are unable to find a suitable unit of the specified size or where other special need circumstances apply.
- Final eligibility will be determined upon verification of income and data submitted at the time the applicant's name comes up to the top of the list and funding becomes available to provide assistance.
- If, at the time the applicant's name has come to the top of the list and is then determined to be ineligible, the applicant will be notified in writing and advised of the reasons for the determination. They will also be advised of their right to request an informal review of the decision by notifying WORD within 10 days of the notification.
- Opening, closing and reopening of the waiting list will be posted on WORD's website with similar notice to interested social service groups.
- All changes in household income, composition, address or telephone number must be reported by the household to WORD within 30 days of the change.

- WORD maintains a single waiting list for TBRA, and applicants who have met all qualifications are selected from the top of the list based on date of application and the availability of funds for the program for which they are eligible. Households who are selected for TBRA assistance because of the availability of funds and also are on MHA's Section 8 waiting list do not lose their eligibility for Section 8, and remain in their place on the waiting list while receiving TBRA assistance. If, upon termination of a TBRA contract or non-renewal due to the unavailability of TBRA funds, those households who are qualified to participate in MHA's Section 8 program will remain on the Section 8 list with the same date of the original application. TBRA clients who are awarded a Section 8 subsidy certificate must accept the subsidy certificate and will no longer be eligible for TBRA, except for security or utility deposits. TBRA assistance may not be provided for more than 2 months within the 12 consecutive months after the date of TBRA award. Applicants may reapply after 12 months from initial application. Applicants reapplying will be placed on the waiting list at the date of new application.

Removing Names from the Waiting List

Applications are good for two months. At two-month intervals, applicants will be removed from the waiting list. Applicants are required to contact WORD by the first of each month if they wish to remain on the waiting list.

DETERMINATION OF ELIGIBILITY

An applicant must meet all of the eligibility requirements of the TBRA program being administered by WORD. At a minimum, the applicant must be a household, and must be income eligible. Eligible applicants include single persons.

Income eligibility

In addition to qualifying as a household, the applicant must also be income eligible, with assistance provided only to very low- and low- income households. The applicant's gross annual income must be no higher than 80% of the area median income for the City of Missoula, as published by the Department of Housing and Urban Development (HUD) for Missoula. Income limits are available online at [HUD income limits](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/programs/home/limits/income).
[http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/programs/home/limits/income] Current HUD regulations shall prevail at all times.

The applicant must complete and sign a release of information form allowing WORD access to documents it may need to verify income claimed by the applicant. The applicant must also furnish WORD with verifications of all income, to include value of, and income derived from, all assets. Such verification may include: Social Security benefit statement; SSI benefit statement; welfare benefit statement; recent checking or savings account statement or recent pay stub. All such benefit statements and pay stubs must be current. WORD will obtain written or oral third party income verification in addition to any tenant supported documentation. Income eligibility for the program will be based on the information obtained relative to all anticipated income for the 12-month period following the application date for the program.

Income is determined according HUD's Part 5 definition method and is used as the basis for determining capacity to contribute to rent, subsidy share and as the basis of comparison during recertification.

CONFLICT OF INTEREST

A potential conflict of interest exists with any person who is an employee, agent, consultant, officer or elected or appointed official of the City of Missoula or the Women's Opportunity and Resource Development, Inc. Such person is prohibited from receiving HOME tenant-based rental assistance or otherwise benefit from a HOME-assisted activity, or occupy a HOME-assisted unit, either for themselves or those with whom they have household ties, during their tenure and for one year thereafter, if such person exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or is in a position to participate in a decision-making process or gain inside information with regard to these activities.

Should any such person apply for assistance under the City of Missoula tenant-based rental assistance program, the WORD may direct a request an exception to such conflict to the Missoula Department of Grants and Community Programs (CITY). WORD must obtain a present a complete disclosure of the nature of the conflict at an advertised public hearing held for that purpose. Following the public hearing, if no such conflict is found to exist, and after the City of Missoula attorney has issued an opinion that the interest for which the exception is sought would not violate federal, state or local law, CITY may seek such exception from the HUD regional office on a case-by-case basis, with HUD approval.

RENT DETERMINATION

Fair Market Rents

WORD will not subsidize units on which rent plus the utility allowance exceeds the most current published Fair Market Rent for the unit size within the City of Missoula. If TBRA assistance is to be provided to a household that owns a manufactured home but not the land upon which it is situated, the rent payment standard will be based on 40% of the FMR for a 2-bedroom unit.

Calculation of Rent Subsidy

Tenant contribution to rent is calculated at 30% of adjusted gross annual income. The maximum subsidy amount may not exceed the difference between the current published Fair Market Rent for the unit (including utility allowance) and 30% of the household's adjusted income.

A utility allowance, as determined annually by Montana Department of Commerce, will be added to the rent before subsidy is determined. The utility allowance to be used is always based on the actual size of the selected unit. Under no circumstances may rent plus the utility allowance exceed the most recently published Fair Market Rent for the unit. For TBRA subsidy calculation, the following calculation is provided as a sample:

Rent:	\$350
Utility allowance:	<u>\$75</u>
Total	\$425 - Total may not exceed Fair Market Rent for unit size

Tenant contribution based on 30% of income = \$300.00 (based on \$1,000 monthly income)

TBRA subsidy= \$125.00

OCCUPANCY STANDARDS

The following standards will be used to determine the size of unit for which an applicant qualifies for assistance. These standards are developed in accordance with federal regulations which state that there must be at least one bedroom or living/sleeping room of appropriate size for each two persons in the household. Every household member, regardless of age, will be counted as a person. Households may not be eliminated from the program for failing to meet the occupancy standard, but will generally be provided assistance based on the smallest appropriate unit size and discouraged from accepting units below that minimum size due to possible overcrowding and unsafe living conditions which may occur as a result.

<u>Subsidy certificate size</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
0-Bedroom	1	1
1-Bedroom	1	2
2-Bedroom	2	4
3-Bedroom	3	6
4-Bedroom	4	8
5-Bedroom	5	10

WORD will determine the appropriate size unit based on household size and composition and unit size and number/size of bedrooms/sleeping areas within the above limits. For example, WORD may determine that a 2-bedroom unit is sufficient for a couple with a small child, even though occupancy limits say that three persons may have a 3-bedroom unit. In determining unit size for a particular household, WORD may grant an exception to the established occupancy standards if WORD determines that the exception is justified by the age, sex, health, handicap, or relationship of household members or other circumstances. Larger size units may be approved beyond occupancy standard qualifications for medical or disability reasons. If no eligible unit of smaller size is available within WORD's jurisdiction, the household may be approved for a larger unit providing the unit qualifies within the Fair Market Rent limitations for the household's size and meets all other program requirements. The occupancy standards included in this plan are for reference purposes. A household may rent either a smaller or larger size unit than stated as long as the unit complies with minimum Housing Quality Standards space requirements. If a household chooses a larger size unit than what WORD has determined, the TBRA subsidy will be based on the recommended unit size, and any additional expense must be paid by the assisted household.

HOUSEHOLD OBLIGATIONS

Supplying Required Information

1. The household must supply any information that WORD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
2. The household must supply any information requested by WORD for use in a regularly scheduled reexamination or interim reexamination of household income and composition in accordance with HUD requirements. Reexamination will be conducted annually. The household is required to report changes in income and household composition as such changes occur.

3. The household must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the household must be true and complete.

Housing Quality Standards (HQS) Breach Caused by Household

The household is responsible for a HQS breach that is caused by any of the following:

1. The household fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant, or
2. The household fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant, or
3. Any member of the household or guest damages the dwelling unit or premises beyond ordinary wear and tear.

Allowing WORD Inspection

The household must allow WORD to inspect the unit at reasonable times and after reasonable notice. WORD will provide a minimum of 48 hours' notice to the household.

Violation of Lease

The household may not commit any serious or repeated violation of the lease.

Household Notice of Move or Lease Termination

The household must notify WORD and the owner before the household moves out of the unit, or terminates the lease on notice to the owner.

Owner Eviction Notice

The household must promptly give WORD a copy of any owner lease termination within 10 days of receipt of the notice.

Use and Occupancy of Unit

1. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.
2. The composition of the assisted household residing in the unit must be approved by WORD. The household must give written notification to WORD of the birth, adoption or court-awarded custody of a child within 10 days. The household must request WORD's approval to add any other household member as an occupant of the unit. No other person (i.e., no one but members of the assisted household) may reside in the unit (except for a foster child or live-in-aide).
3. The household must give written notification to WORD if any household member no longer resides in the unit within 10 days of the change.
4. If WORD has given approval, a foster child or live-in-aide may reside in the unit. WORD will not unreasonably withhold such approval if the request for such approval is made in writing and if the assisted unit is of such size as provided under the above written Occupancy Standards, so as to assure that living conditions are not overcrowded.

5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the household; are allowed by city ordinances, zoning and neighborhood covenants, and such business is licensed by the City.
6. The household must not sub-lease or let the unit to any other household.
7. The household must not assign the lease or transfer the unit.

Absence from Unit

As noted above, the household is to notify WORD of any changes which may occur in the household composition during the term of the contract. This notification includes any absence by a household member in excess of ninety (90) days. If such absence is temporary, the household will be asked to certify that such absence is temporary and does not represent a change in household composition, which may otherwise result in a reduction in the household's TBRA subsidy payment.

Interest in Unit

The household must not own or have any interest in the unit and may not rent from any family member, which includes parents, grandparents, children or siblings by birth or marriage.

Fraud and Other Program Violation

Members of the household must not commit fraud, bribery, or other corrupt or criminal act in connection with the programs.

Crime by Household Members

The members of the household may not engage in drug related criminal activity, or violent criminal activity.

Other Housing Assistance

An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit, or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state, or local housing assistance program.

Household Break-up

If a household breaks-up while assistance is being provided, assistance will be continued as follows:

1. Assistance will continue with the custodial parent, where there are minor children involved; or with the ill, elderly or disabled household members as applicable; or with the household member forced to leave the unit as a result of actual or threatened physical violence against household members by a spouse or other household member.
2. If a court determines the disposition of property between household members, WORD is bound by the decision of the court as to which household members continue to receive assistance in the program.

ASSISTANCE ISSUANCE

Household Briefing

When a household is selected to participate in a tenant-based program, WORD will conduct an oral briefing individually to include information on the following:

- description of how the program works;
- household and owner responsibilities
- where the household may lease a unit; and
- explanation that the assistance is not portable to another community
- Also at this time the household is given a subsidy certificate-holder's packet that includes:
 - term of the subsidy certificate
 - policy on any extensions or suspensions of the term and an explanation of how the household can request an extension
 - how WORD determines the housing assistance payment for the household
 - how WORD determines maximum rent for an assisted unit (rent reasonableness)
 - HUD-required tenancy addendum, which must be included in the lease
 - form that the household uses to request WORD approval of their assisted tenancy with HQS Checklist
 - WORD occupancy standards
 - HUD lead-based paint brochure *Protect Your Household from Lead in Your Home*
 - information on how to fill out and file a housing discrimination complaint (form HUD-903)
 - household obligations under the applicable program
 - grounds on which WORD may terminate assistance because of household action or failure to act
 - WORD informal hearing procedures
 - information on the rent/payment standard with a copy of the current utility allowances

Tenant Screening

Tenant screening and selection are the responsibility of the owner. At or before tenancy approval by WORD, the owner will be informed of his/her responsibility and provided with WORD's *Policies for Landlords*.

Issuance

Households will be issued TBRA assistance in a non-discriminatory fashion, as their names come up on the waiting list. The normal rotation of the waiting list is time and date of application.

When a household is selected from the waiting list, WORD issues a subsidy certificate to the household, for a period of 60 days. The household may search for a unit to rent under the program. If the household finds a unit, and the owner is willing to lease the unit under the program, the household may request WORD approval to lease the unit. The household must submit to WORD a request for tenancy approval and a copy of the proposed lease. Both documents must be submitted during the term of the Subsidy certificate. At the end of the 60 days, the household may request an extension in 30-day increments.

Extensions

Subsidy certificates will only be extended beyond 60 days if:

1. The household can verify extenuating circumstances, or is a hard-to-house household, and through their contact with WORD can clearly demonstrate that they have made every effort to secure a suitable unit, and
2. The household has not refused a suitable unit without good cause, and
3. There is a reasonable possibility that an extension of the Subsidy certificate will result in an approvable lease and the execution of a TBRA subsidy contract.
4. The household needs and requests an extension of the initial subsidy certificate term as a reasonable accommodation to make the program accessible for a person with a disability.

The length and number of extensions will be determined by WORD based on the ability of the household to demonstrate the need for more time to secure a lease. During the initial or any extended term of a Subsidy certificate, WORD may require the household to report progress in leasing a unit.

Denial of Assistance or Termination of Assistance

An APPLICANT or PARTICIPANT may be denied assistance for any of the following grounds:

1. If the household violates any household obligation under the program;
2. If any member of the household has been evicted from federally assisted housing in the last five years;
3. If WORD has ever terminated assistance under the program for any member of the household;
4. If any member of the household has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
5. If the household currently owes rent or other amounts to WORD, the Missoula Housing Authority (MHA), or any other housing provider assisted by the Home Investment Partnerships (HOME) or Community Development Block Group (CDBG) programs in connection with Section 8 or tenant-based rental assistance or other low-rent housing program;
6. If the household has not reimbursed WORD or MHA for amounts paid to an owner under a TBRA or Section 8 contract for rent, damages to the unit, or other amounts owed by the household under the lease;
7. If the household breaches an agreement with WORD to pay amounts owed to WORD or MHA, or amounts paid to an owner by WORD or MHA;
8. If any member of the household has engaged in or threatened abusive or violent behavior toward WORD or City of Missoula personnel.

WORD will terminate program assistance for the following reasons:

- If a household is evicted from housing assisted under the tenant-based rental assistance program for serious violation of the lease;
- If any member of the household fails to sign and submit consent forms for obtaining information;
- If any member of the household does not submit required evidence of citizenship or eligible immigration status.

There will be immediate and permanent denial of admission and/or termination to tenant-based rental assistance program of persons convicted of manufacturing or producing methamphetamine (commonly referred to as speed) in violation of any federal, state or local law.

In each of the cases identified in this section, the applicant or participant will be notified of their right to an informal review or hearing, whichever is appropriate, and as provided for in the Tenant Packet which is included as an addendum to this plan.

WORD will require every applicant household to submit a consent form signed by each adult household member.

WORD will notify the household member of the subject of the record and will provide the applicant a copy of the information obtained. The applicant will be given an opportunity to dispute the accuracy and relevance of the information.

WORD will maintain complete confidentiality and once the purpose for which the record was requested has been accomplished, the information will be destroyed.

An OWNER may be disapproved for participation, even though rental units may individually qualify, if WORD has been notified by HUD that the owner has been debarred or suspended; if the federal government has instituted an administrative or judicial action against the owner, or a court or administrative agency has determined that the owner is in violation of the Fair Housing Act or other federal equal opportunity requirement and such action is pending; or that the owner has previously violated obligations under a housing assistance payments contract; committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; has engaged in drug trafficking; has a history or practice of non-compliance with HQS or state or local housing codes for units leased under any federal housing program; or has not paid state or local real estate taxes, fines or assessments.

Rent Limitations due to Other Governmental Subsidies

WORD may provide rental assistance to tenants in units subsidized by other governmental programs including units built with HOME program funds, Rural Development 515 loans, and/or tax credits. The rent payment standard will be the lesser of the property's base rent for the unit type and size or the Fair Market rent for a unit of comparable size.

Lease Approval and TBRA Contract

The lease approval and TBRA contract will be executed once the inspection determines the unit is safe, sanitary, and in decent condition and the rent is considered reasonable. Leases must be for at least one year, unless mutually agreed otherwise by the tenant and landlord. The lease must meet the requirements of 24 CFR 92.253, a copy of which is attached in the addendum.

DEPOSITS

Security (damage) Deposits

HOME funds may be used to pay the owner a reasonable security deposit (not to exceed one month's rent) to cover damages only. When the household moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any damages to the unit. Tenants are encouraged to document the condition of the unit, preferably with photographs, prior to occupancy. If a household remains in the same unit for at least 12 consecutive months and owes no outstanding rental debt, the balance of the security deposit after any damages are deducted will be paid directly to the tenant. In any other circumstance, the security deposit will be returned to WORD for re-use in the TBRA program.

First- or Last-month Rent

HOME funds may be used for a first-month rent only. Households may receive only one first-month rent every 13 months.

Utility Deposits

Utility deposits will only be provided if the household is also receiving either an ongoing TBRA subsidy or deposit assistance, or both—it is not available as standalone assistance. Deposits can be paid only for heat, electricity, water, or trash utilities, and will be paid directly to the utility company. Deposits for cable, satellite or any other means that provides television, internet, or telephone service are not covered and are the responsibility of the household.

SPECIAL HOUSING TYPE

In addition to standard stick-built single household residential units and multi-household apartment units, households may select special housing types to include manufactured housing if such housing passes inspection to meet applicable Housing Quality Standards and meets all other program requirements. Except where WORD will extend reasonable accommodation for persons with disabilities as provided below, WORD will not provide assistance in single room occupancy housing, congregate housing, group homes, shared, or cooperative housing.

In addition, WORD may provide TBRA assistance for a household that owns a manufactured home and leases a space for the manufactured home. In such case, assistance is provided only for the cost of the space rental and may not be used to assist with the payment for the purchase of the home itself. In addition, even though WORD is assisting with the cost of the space only, the manufactured home must be inspected for conformance with HQS; the household must meet all other elements of the program and the rent for the space may not exceed Missoula's rent payment standard for trailer spaces in the City of Missoula.

Reasonable accommodation will be made for persons with disabilities in all special type housing, including single room occupancy (SRO), congregate housing, group homes, shared and cooperative housing in order to assure the program is readily accessible to persons with disabilities. In such cases, assistance will be based on the individual's income and rent requirements to participate in the housing utilizing the 0- or 1-bedroom Fair Market Rent, depending upon number of rooms for the private use of the individual excluding kitchen and bath facilities. The housing must comply with Housing Quality Standards and, in the case of group homes, be licensed by the State.

HOUSING QUALITY STANDARDS (HQS) AND LEASE APPROVAL

WORD will follow the requirements for minimum Housing Quality Standards (HQS) as stated in the 24 Code of Federal Regulation 92.251 and the Housing Choice Subsidy certificate Program Guidebook, 7420.10g available at [Subsidy certificate Guidebook](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/for_ms/guidebook) [http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/for_ms/guidebook]. Compliance with HQS may be undertaken through a subcontract between WORD and an HQS-certified contractor or organization providing such a contractor.

Housing Quality Standards and Initial Inspections

- The household and owner will be provided with a checklist of standards.
- When the household locates a unit, an inspection will be conducted before approving the lease.
- Any and all items failing must be corrected before the lease can be approved. No TBRA subsidy payment may be made until such corrections have been made and the unit has been re-inspected to assure compliance.
- Annual re-inspections will be conducted during the annual re-certification of the participant. Any and all emergency deficiencies (e.g., no smoke alarms) noted at the time of re-inspection must be corrected within 24 hours; non-emergency deficiencies must be corrected within 30 days. TBRA subsidy payments will be held until such deficiencies are corrected. If at any time deficiencies are not corrected within the time agreed by the inspector and owner, TBRA subsidy payments will be terminated and the household will be required to relocate.

Lead Hazard Reduction Procedure

1. All potential landlords and applicants for any rental assistance will be issued and will sign for the EPA pamphlet [Protect Your Household from Lead in Your Home](http://www2.epa.gov/lead/protect-your-family-lead-your-home-1).
[<http://www2.epa.gov/lead/protect-your-family-lead-your-home-1>]

2. During the conduct of initial and annual inspections of pre-1978 units that are occupied or will be occupied by households with children less than 6 years of age, a visual assessment for deteriorated paint surfaces will be conducted.

Deteriorated paint surfaces are defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture. If the assisted household is elderly or not expected to have children under the age of six residing in the house, no further action is required.

3. If the home was constructed after January 1, 1978 and passes the HQS inspection, no further action is required.
4. Houses constructed prior to 1978 that have been identified as having the potential for lead-based paint and expected to have households with children under the age of six will not be eligible for assistance. The owner or agent will be notified in writing of potential lead hazard.
5. Copies of the Lead Hazard Reduction Regulations will be available for all owners at WORD office and mailed upon request.
6. WORD program managers will take advantage of all ongoing training in lead hazard inspection and abatement.

Quality Control

Fifteen percent of TBRA units will be inspected by HOME staff during annual monitoring visits.

CONTINUED OCCUPANCY

Moving

Subsidized households wanting to move to a new unit while receiving TBRA assistance must give the landlord and WORD written notice of intent to move at least thirty days prior to moving from the assisted unit.

The household will be issued a new subsidy certificate by the WORD providing they meet the income and eligibility requirements and the unit to which they are moving passes the HQS inspection, is rent reasonable and meets all other TBRA guidelines.

Annual Reexaminations

Annual reexaminations are conducted before the anniversary date of the signed lease. Participants will be contacted 30 days prior to the date in order to set up an appointment to verify income and household composition. The re-certification will involve a review of all statements and conditions included in determining initial eligibility, including the HQS inspection, to insure that the household is still income eligible and the unit is still safe, sanitary and decent housing. Household income may be verified by the receipt of a pay-stub or social security deposit no more than 30 days old and/or third party verification of employment to be obtained by WORD staff. If adjustment to the subsidy is required (an increase or decrease to the 30% income rule), the proposed change will go into effect on the first day of the following month if a decrease, and the first day of the second month if an increase. The re-certification will also insure that both parties are abiding by the lease.

Interim Examinations

WORD will conduct an interim reexamination of household income and composition within 30 days of receipt of a request for such a reexamination by the household or upon being notified of a substantial change in household income or composition as required below. Such reexamination will not result in a change in the TBRA contract except when such change increases or decreases the tenant payment by at least \$25.00. The household must report changes in household composition.

Continued Participation

All participants of assisted housing will continue to receive assistance up to the maximum contract length unless the tenant contribution equals the gross rent standard for the contract unit. Termination of housing assistance payments does not preclude the resumption of payments as a result of later changes in income, rents, or other circumstances during the term of the lease and contract. However, should 2 months lapse since the date of the last subsidy payment, the contract will be terminated and the subsidy certificate will be terminated. If at the time of the annual re-exam such a circumstance exists, the contract will expire on the anniversary of the lease.

The following guidelines will be followed in the management and tracking of TBRA contracts:

- The contract term begins on the first day of the lease term
- All payments shall be made directly to the landlord and the contract term ends upon termination of the lease.

TBRA clients will be notified of the expiration of their TBRA contract 90 days prior to expiration and that they will be required to submit an application and be placed back on the waiting list.

MOVE OUTS, TERMINATION OF TBRA CONTRACT, OR EVICTIONS

Move-outs

During the initial briefing session, WORD shall inform both the tenants and landlords of their responsibilities concerning move-outs. The initial lease is for one year, however the lease may be canceled or shortened with mutual consent or agreement. After the first year, the owner should have a successive definite term in the lease, i.e., month-to-month, year-to-year, if he/she wants the legal

authority to terminate without cause. If the owner fails to put a definite term in the lease after the first year, it is considered a successive indefinite lease and the owner will only be able to terminate for cause, or other good cause. Both parties must notify WORD when a move has been undertaken.

Evictions

A landlord may evict a tenant for good cause by initiating legal or other eviction procedures. The landlord must notify WORD of his/her action no later than when the tenant is informed of the eviction procedure notice.

Termination of the TBRA Contract by WORD

Termination of the contract may result due to any of the following reasons, but cancellation is not limited to:

- Fraud
- Failure to satisfy any claim under the lease and TBRA contract or owes WORD monies.
- Landlord or tenant failure to correct any substandard condition or repairs deemed necessary.
- Tenant has moved.
- Failure to comply with any other HUD regulations or HUD or WORD requirements

Payments for Damages/Vacancy Loss

Under TBRA contracts, WORD has no responsibility for damages or unpaid rent except for the portion of the rent due from WORD under the TBRA contract. The owner, subject to state and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any damages to the unit. Any deposit paid by the TBRA program may not be used for other amounts that the tenant owes under the Lease, including unpaid rent. Under no circumstances may TBRA funds be used to reimburse the landlord for damages over and above the amount of the security deposit.

If a household remains in the same unit for at least 12 consecutive months and owes no outstanding rental debt, the balance of the security deposit, after any damages are deducted, will be paid directly to the tenant upon termination of the lease. In any other circumstance, the security deposit will be returned to WORD for re-use in the TBRA program.

GRIEVANCE PROCEDURE

Informal Review (24 CFR 982.554)

If an applicant is denied a TBRA rental subsidy certificate, WORD will provide an applicant the opportunity for an *Informal Review*. WORD will use the following procedures to conduct the review:

1. The applicant will be given written notification of the denial of assistance, stating the reason(s) for the denial.
2. The notice will state that the applicant has a right to request, in writing, an informal review of the decision to deny participation within 10 days of the date of the notification.
3. The informal review will be conducted by WORD'S executive director within 10 business days of the request.
4. The applicant may present written or oral arguments relative to the decision.
5. The applicant will be informed, in writing, of the results of the review within 15 days of the date of review.

WORD is not required to provide the applicant an opportunity for an informal review for any of the following:

Discretionary administrative determinations

General policy issues or class grievances

A determination of the household unit size under WORD subsidy standards

A WORD determination not to approve an extension or suspension of a subsidy certificate term

A WORD determination not to grant approval of the tenancy

A WORD determination that a unit selected by the applicant is not in compliance with HQS

A WORD determination that the unit is not in accordance with HQS because of the household size or composition

Informal Hearing (24 CFR 982.555)

When a Hearing is Required

WORD must give a participant household an opportunity for an informal hearing to consider whether the following WORD decisions relating to the individual circumstances of the participant household are in accordance with the law, HUD regulations, and WORD policy:

1. A determination of amount of the household's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance for tenant-paid utilities from the utility allowance schedule.
3. A determination of the household unit size under WORD subsidy standards.
4. A determination that a household is residing in a unit with a larger number of bedrooms than appropriate for the household unit size under WORD subsidy standards, or WORD determination to deny the household's request for an exception from the standards.
5. Determination to terminate assistance for a household because of household's action, or failure to act, including:

Decision to terminate assistance for breach of HQS caused by the household by any of the following:

- Household fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant.
 - Household fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant.
 - Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
6. Determination to terminate assistance because the household has been absent from the assisted unit for longer than the maximum period permitted under the lease.

Request for Hearing

A participant must request the hearing in writing from:

Women's Opportunity and Resource Development, Inc.
2405 McIntosh Loop
Missoula, MT 59801

The written request must be received by WORD within 20 days of the date of the written notice of the questioned decision. Informal hearings will be scheduled by WORD within 20 days of receiving a written hearing request from the participant if the matter qualifies for an informal hearing. If the matter does not qualify for an informal hearing, WORD will send notice to the participant, within 20 days of the receipt of a written request for hearing, with an explanation of the reasons for denial of the request for hearing. WORD must give opportunity for a fair hearing before terminating TBRA subsidy payments for any household under an outstanding TBRA subsidy contract.

Denial of Hearing

WORD will deny a participant household an informal hearing for any of the following:

1. Discretionary administrative determinations by WORD.
2. To consider general policy issues, or class grievances.
3. Establishment of WORD schedule of utility allowances for households on the program.
4. WORD determination not to approve an extension or suspension of a subsidy certificate term.
5. WORD determination not to approve a unit or lease.
6. WORD determination that an assisted unit is not in compliance with HQS.
7. WORD determination that the unit is not in accordance with HQS because of household size.
8. WORD determination to exercise (or not) any right or remedy against the owner under a TBRA contract.

Informal Hearing Procedures

1. Within 10 days of receipt of a request for an Informal Hearing in accordance with WORD's policies, the Executive Director will select a Hearing Officer and schedule the hearing. The Hearing Officer will be someone other than the person who made the decision under review or a subordinate of that person.

2. Both WORD and complainant shall be provided the opportunity for discovery as follows:
 - a. By household. The household must be given the opportunity to examine, before the hearing, any WORD documents that are directly relevant to the hearing. The household must be allowed to copy any such document at the household's expense. If WORD does not make the document available for examination on request of the household, WORD may not rely on the document at the hearing.
 - b. By WORD. WORD must be given the opportunity to examine, at WORD offices before the hearing, any household documents that are directly relevant to the hearing. WORD must be allowed to copy any such document at WORD'S expense. If the household does not make the document available for examination on request of WORD, the household may not rely on the document at the hearing.
3. The household participant may be represented by a lawyer or other representative.
4. The Hearing Officer will conduct the hearing in accordance with the following guidelines:
 - a. The participant or the participant's representative will first be given an opportunity to present his/her objections to the decision in question, and only the specific decision pertinent to his/her hearing. The participant may present evidence or question witnesses at this time.
 - b. WORD will then have an opportunity to explain the decision. WORD may present evidence and question witnesses. The participant will then have the opportunity to question any WORD witnesses.
 - c. The Informal Hearing is not intended to duplicate procedures under judicial review, so the rules of admissibility under such proceeding will not be applied in the course of the hearing.
 - d. The Hearing Officer will issue a written decision stating the reasons for the decision within 10 business days after the hearing. Decisions will be based on evidence presented at the hearing. A copy of the decision will be sent certified mail to the participant within 15 business days after the hearing.
 - e. WORD is not bound to hearing decisions if:
 - i. WORD is not required to provide an opportunity for a hearing;
 - ii. the decision exceeds the authority of the hearing officer; or
 - iii. the decision is contrary to HUD regulations or requirements or federal, state or local law.

If WORD determines it is not bound by a hearing decision, WORD must promptly notify the household of the determination and reasons for determination.

COLLECTION POLICIES

In the interest of sound fiscal management and program integrity, WORD will make all efforts to collect amounts owed WORD as a result of unreported income or amounts paid to owners on behalf of participants. The following procedures will be followed to ensure maximum collection of applicant/participant debt:

Applicants

No applicant will be admitted to the Rental Assistance program until any/all debts owed WORD have been paid. Their name may be placed on the waiting list as a potentially eligible applicant, but no Subsidy certificate will be issued until all debts are paid in full. No extended payback arrangements will be made with applicants.

Participants

Participants in the TBRA program must agree to pay back any amounts owed WORD in order not to jeopardize their continued assistance. The following procedures will be followed for program participants:

1. **Unreported Income:** A limited payback arrangement based upon the financial circumstances of the household will be negotiated, once the amount of overpayment of housing assistance payments has been established. The agreement will ensure that the full amount of the overpayment is reimbursed to WORD within a period negotiated with the household and WORD. If the household requests a new subsidy certificate because they wish to move and the debt is not fully repaid, the remaining balance must be paid before the new subsidy certificate will be issued.
2. **Payments of Damages:** If a household is found liable for damages beyond those covered by its security (damage) deposit; moves without giving proper notice and with rent owing to its landlord; or moves without paying utilities, the household is responsible for reimbursing its landlord for costs incurred to cure damages and for the unpaid rent and/or utilities.

If the household is willing to execute a payback agreement, payments will be established to ensure that the entire debt is paid in full by the end of the initial term of the current contract. Should the household fail to make payments as agreed, WORD may terminate its TBRA agreement with the household until the prior debt is paid in full.

STAFFING

Executive Director:	Overall program responsibility
Program Manager:	Responsible for 100% case load
Inspector:	Provide housing inspections