

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** First Amendment to the 2002-2003 Tenant-Based Rental Assistance Subrecipient Agreement with the Seminole County Housing Authority

**DEPARTMENT:** Planning & Development **DIVISION:** Community Resources

**AUTHORIZED BY:** Don Fisher **CONTACT:** Robert Heenan **EXT.** 7380

<b>Agenda Date</b> <u>05/25/04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the First Amendment to the 2002-2003 HOME Program Tenant-Based Rental Assistance (TBRA) Subrecipient Agreement with the Seminole County Housing Authority.





**BACKGROUND:**

On October 8, 2002 the Board of County Commissioners approved execution of a HOME Program-funded Tenant-Based Rental Assistance (TBRA) Subrecipient Agreement with the Seminole County Housing Authority (SCHA) to provide rental assistance to very low income households throughout Seminole County.

Staff believes that SCHA has thus far effectively performed the services required by the existing Subrecipient Agreement.

At this time, there are unencumbered HOME TBRA funds in the amount of \$77,911. The Amendment to the Agreement adding these additional funds will enable SCHA to provide up to 24 months of assistance to a minimum of five (5) additional households with rental deposits and monthly rental assistance at affordable rents.

Staff recommends and the Board is requested to execute the attached first amendment to the existing HOME TBRA Subrecipient Agreement with SCHA.

<b>Reviewed by:</b>  <b>Co Atty:</b> _____ <b>DFS:</b> _____ <b>Other:</b>  _____ <b>DCM:</b>  _____ <b>CM:</b>  _____  <b>File No.-cpdc01</b>
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FIRST AMENDMENT TO  
SEMINOLE COUNTY/SEMINOLE COUNTY HOUSING AUTHORITY  
TENANT-BASED RENTAL ASSISTANCE SUBRECIPIENT AGREEMENT  
PRORAM YEAR 2002-2003

THIS FIRST AMENDMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," for the use and benefit of its Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs, and SEMINOLE COUNTY HOUSING AUTHORITY, a public body corporate organized under the laws of the State of Florida, whose principle place of business is 662 Academy Place, Oviedo, Florida 32765, hereinafter referred to as "SCHA".

WHEREAS, COUNTY and AUTHORITY have heretofore entered into that certain Tenant-Based Rental Assistance Subrecipient Agreement dated October 10, 2002 (the "Agreement") relating to the AUTHORITY's receipt and application of a portion of the COUNTY's United States Department of Housing and Urban Development ("HUD") funds for use in providing Tenant-Based Rental Assistance ("TBRA"), including security deposits, to Very low income households as defined in the Agreement under the HOME and CDBG programs pursuant to Title 24, Code of Federal Regulations, Parts 92 and 570, respectively; and

WHEREAS, COUNTY has an additional SEVENTY-SEVEN THOUSAND NINE HUNDRED ELEVEN and NO/100 DOLLARS (\$77,911.00) of certain HUD funds unencumbered and available that COUNTY desires to allocate to SCHA in the current fiscal year for SCHA's TBRA program; and

WHEREAS, SCHA is desirous of availing itself of such supplemental funding and will be able to provide TBRA funding for an additional five (5) qualifying households; and

WHEREAS, pursuant to Section 31 of the Agreement, it is necessary to amend the existing Agreement and replace Exhibits "A," "B" and "C" thereto by adoption of this First Amendment and new Exhibits "A-1," "B-1" and "C-1" hereto in order to allow for the implementation of such additional TBRA funding by COUNTY and SCHA,

NOW, THEREFORE, in consideration of the foregoing recitals and mutual understandings contained herein, the parties agree to amend the Agreement as follows:

1. The foregoing recitals are deemed an integral part of this First Amendment and are incorporated herein by reference.

2. Section 3(a) of the Agreement is hereby amended to read as follows:

**Section 3. Statement of Work.**

(a) SCHA, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services implied, described, or referred to in Exhibit "A-1," Revised Scope of Services, attached to the First Amendment to this Agreement and incorporated therein and herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SCHA.

3. Section 4 of the Agreement is hereby amended to read as follows:

**Section 4. Term.** The COUNTY shall pay SCHA for the services described in Exhibit "A-1" to the First Amendment to this Agreement, completed by SCHA prior to March 31, 2006, unless this Agreement is otherwise further amended or extended by written agreement of the parties. Such services shall be performed as set forth in the time schedule attached to the First Amendment to this Agreement and incorporated therein and herein by reference as Exhibit "B-1," Revised Time Schedule, and in accordance with applicable requirements of the Agreement and HUD. Payment of funds shall be contingent thereupon. This Agreement shall be effective upon execution by both parties. Any requirements set forth in Sections 6, 15, 18, 20, 21, and 24 hereunder shall survive the term of the Agreement as a whole.

4. Section 5 of the Agreement is hereby amended to read as follows:

**Section 5. Consideration and Limitation of Costs.** The COUNTY shall pay SCHA for and pursuant to this Agreement, an amount not to exceed EIGHT HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$827,116.00) as set forth in Exhibit "C-1," Revised Budget and Financial Information, attached to the First Amendment to this Agreement and incorporated therein and herein by reference."

5. Exhibit "A" to the Agreement, entitled "Scope of Services" is hereby superceded in all respects and replaced by Exhibit "A-1" to this First Amendment, entitled "Revised Scope of Services".

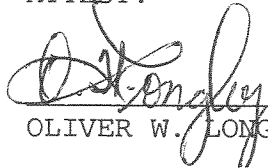
6. Exhibit "B" to the Agreement, entitled "Time Schedule" is hereby superceded in all respects and replaced by Exhibit "B-1" to this First Amendment, entitled "Revised Time Schedule".

7. Exhibit "C" to the Agreement, entitled "Budget and Financial Information" is hereby superceded in all respects and replaced by Exhibit "C-1" to this First Amendment, entitled "Revised Budget and Financial Information".

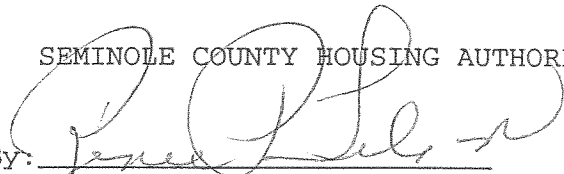
8. The remaining portions of the Agreement not expressly amended by this instrument shall remain in full force and effect for the remaining term of the Agreement. The term of this First Amendment shall be the same as the Agreement itself.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

ATTEST:

  
\_\_\_\_\_  
OLIVER W. LONGLEY, Secretary  
  
(CORPORATE SEAL)


SEMINOLE COUNTY HOUSING AUTHORITY

By:   
\_\_\_\_\_  
RENEE P. TELSON, President  
  
Date: 4-27-04

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 27<sup>th</sup> day of April, 2004, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RENEE P. TELSON and OLIVER W. LONGLEY, as President and Secretary respectively of SEMINOLE COUNTY HOUSING AUTHORITY and who are personally known to me or who have produced Personally Known as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)

  
\_\_\_\_\_  
Print Name: Terri Tillis  
Notary Public in and for the  
County and State Aforementioned  
  
My commission expires: 8.22.05

TERRI TILLIS  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # 952334  
MY COMMISSION EXPIRES AUGUST 22, 2005

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit "A-1" - Revised Scope of Services
- Exhibit "B-1" - Revised Time Schedule
- Exhibit "C-1" - Revised Budget and Financial Information

**EXHIBIT A-1**  
**REVISED SCOPE OF SERVICES**  
**SCHA Tenant-Based Rental & Security Deposit Assistance**

**SCHA** shall provide security deposits and rental payments to owners of Seminole County rental property, and eligible utility payments to utility companies, on behalf of not less than fifty (50) eligible Very low income tenant households for a period not to exceed 24 months per tenant household. The rental assistance funded under this Agreement shall be provided from HOME Program funds. Administrative funds shall be provided from CDBG Housing Delivery and HOME Administration Program funds.

**SCHA** shall market the TBRA program, qualify and rank tenant applications, provide a letter of eligibility to each tenant household to be assisted, inspect each selected dwelling unit and document that each unit at a minimum meets Section 8 HQS requirements, execute contracts with each tenant household and landlord in compliance with HOME Regulation 24 CFR 92.504 (a), (b) and (c) (5) (iii), provide rental/deposit payments to the landlord, ensure that the landlord maintains the unit in at least a Section 8 HQS condition, and provide 30- and 60-day notices to each assisted tenant household to inform them of the impending expiration of assistance.

**PRIORITIES FOR TENANT SELECTION**

Tenants are to be selected based on a marketing and selection plan, consistent with the requirements of 24 CFR 92.209(c), prepared by **SCHA** and approved by Seminole County.

Due to the finite period of housing assistance, one of the primary tenant selection criteria must be the tenant's future potential for securing standard housing apart from TBRA assistance. The assessment of potential should include any anticipated change in the tenant's financial capacity as well as the anticipated availability of standard affordable housing. The standard housing availability might include public housing, Section 8 or market housing, considering the tenant's position on the respective waiting list and **SCHA's** assessment of the likelihood of such housing becoming available.

The tenant selection plan should include the following priorities:

1. A tenant already receiving rental assistance from Seminole County's HOME Program, whose lease is expiring, who has no standard housing alternatives, and who has only received one year of assistance, provided that **SCHA** refers the head-of-household and/or other adult family members to training and employment services which are expected to produce self-sufficiency by the time of expiration of the assistance, OR takes steps to secure the tenant standard affordable housing which will be available by the time of TBRA expiration. This type of extension may be provided one time only.
2. A tenant referred by the **COUNTY**, who is enrolled in an education or job-training program, the successful completion of which will enable self-sufficiency by the time of expiration of the assistance.
3. Households that demonstrate future potential for securing standard affordable housing based on the above-described assessment of potential.

**TBRA assistance shall not be provided to households that currently residing in public housing nor shall TBRA funds be provided to households currently receiving any type of government housing subsidy assistance other than Seminole County's HOME Program.**

**EXHIBIT B-1**  
**REVISED TIME SCHEDULE**  
**SCHA Tenant-Based Rental & Security Deposit Assistance**

**PROJECTED ACCOMPLISHMENTS/TIMELINES**

**SCHA** shall, within the first six months from the date of the execution of this Agreement, encumber at least ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) of TBRA (HOME) funds for eligible tenants. If any of these funds remain unencumbered as evidenced by the Project Set-Up Report, all remaining TBRA (HOME) funds shall be automatically recaptured by the **COUNTY**. All funds shall be expended within the term of this Agreement. **SCHA** shall report the number of housing units assisted with HOME Program funds during the term of the Agreement. **SCHA shall provide housing services necessary to assist a minimum of fifty (50) eligible households during the term of the Agreement.**

**REPORTING/DOCUMENTS COMPLIANCE**

Within 30 days from the date of this Agreement, **SCHA** shall provide to the **COUNTY** a copy of its TBRA Program Operations Manual in compliance and consistent with HOME Program regulations as provided for in 24 CFR part 92.209, Tenant-Based Rental Assistance: Eligible Costs and Requirements. The operations manual shall include, but not be limited to, 1) program design and implementation policies/procedures in accordance with the Section 8 Certificate/Voucher Program found at 24 CFR Part 982) program objectives (i.e. provision of rental and security deposit payments to assist eligible very low income households) including terms of the grant; 3) detailed tenant selection policies and criteria, including Federal and local preferences, etc.; 4) term of rental assistance and renewal policies subject to availability of HOME funds; 5) copy of lease in compliance with 24 CFR part 92.253(a), (b) and (c); verification by **SCHA** that an owner of rental housing has adopted written tenant selection polices and criteria that comply with Federal regulations cited at 24 CFR part 92.253 (d); 6) maximum subsidy limits and tenant contribution requirements; 7) rent reasonableness standards; 8) tenant income verification procedures and income re-certification requirements; 9) briefing and issuance of TBRA certificate; 10) grounds for termination of assistance, including landlord issues/procedures; 11) Section 8 Housing Quality Standards compliance requirements, including sample documents and checklists used for initial inspections and annual re-inspections; 12) move-out and close-out inspection procedures; 13) owner or family debt claims, including complaints and appeals process; and 14) other program objectives, as applicable.

**OCCUPANCY**

Households receiving assistance under the Agreement may reside in single family or multifamily housing units within Seminole County and are free to locate housing of their own choosing as long as it satisfies HOME Program regulations (terms of residency, Section 8 HQS, amount of assistance, rent levels, etc.) and applicable and appropriate **SCHA** rules and requirements. **SCHA** and owners of rental units shall comply with the County's current and applicable Anti-Displacement Strategy. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for no less than 12 months nor more than 24 months under this Agreement. The Agreement between the tenant and the owner may not contain any of the prohibited provisions cited at 24 CFR part 92.253 (b) of the HOME Program regulations.



**EXHIBIT C-1**  
**REVISED BUDGET AND FINANCIAL INFORMATION**  
**SCHA Tenant-Based Rental & Security Deposit Assistance**

Funds for the activity governed by the Agreement will come from the following sources:

Activity	Funding Source	Amount
Tenant-Based Rental Assistance	2002-2003 HOME	\$ 687,085.00
<b><i>Tenant-Based Rental Assistance</i></b>	<b><i>1999-2000</i></b>	<b><i>\$ 77,911.00</i></b>
Administrative expenses (project delivery) up to \$50,000	2002-2003 CDBG	\$ 50,000.00
Administrative expenses (project delivery) up to \$6,000	2002-2003 HOME	\$ 6,000.00
Administrative expenses (contracted services) up to \$6,120	2002-2003 HOME	\$ 6,120.00
<b>TOTAL:</b>		<b>\$ 827,116.00</b>

HOME Program funds must be encumbered as evidenced by a Project Set-up Report and submitted to the **COUNTY** before the **COUNTY** will make any payment. All HOME funds must assist eligible very low income tenant households.

Rental payments and security deposits shall be made directly to landlords by **SCHA** on behalf of selected eligible tenant households. Monthly rental payments are to be based on the difference between the tenant's ability to pay (30% of gross income), and the lesser of: the amount necessary to rent a standard dwelling or the actual amount of the rental dwelling. Specifics of the per-household computation will be contained in **SCHA's** TBRA Program Operations Manual.

Administrative expenses made to the **SCHA** for operating this activity shall be based on fee-for-service, not to exceed up to \$56,000 during the term of the Agreement, provided in the amount of \$51 per month for every eligible household residing in eligible housing units. **SCHA** understands that, since some TBRA funds may remain after all administrative expenses are exhausted, as such; **SCHA** will assist any additional eligible households with no additional administrative expenses until all TBRA funds are exhausted.