
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Agreement with the Sanford Housing Authority for Tenant-Based Rental Assistance (TBRA)

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to Agreement, Seminole County/The Housing Authority of the City of Sanford, Florida, Tenant-Based Rental Assistance Program Subrecipient Agreement, Program Year 2008-2009.

County-wide

Buddy Balagia

BACKGROUND:

On December 16, 2008 an Agreement was executed between the Board of County Commissioners (Board) and the Housing Authority of the City of Sanford (SHA) to implement a portion of the County's Tenant-Based Rental Assistance (TBRA) Program, which is funded by the Federal HOME Program. The TBRA Program provides rental assistance subsidies for very low income households (i.e., incomes not exceeding 50% of the area median income) who are either elderly, disabled, or in a self-sufficiency program.

The Agreement provides \$300,000 in funding for direct assistance to renters, and an additional \$24,000 for administrative expenses. The Agreement required the SHA to reach a caseload of 14 households by April 16, 2009 (at least 8 in self-sufficiency and at least 6 who are disabled/elderly), and to maintain at least that caseload throughout the term of the Agreement.

The SHA failed to reach that caseload threshold by the required date; however, it was determined that the failure was because of the following reasons, all of which must be addressed when reviewing referrals as a part of County procedures:

- the applicants for TBRA under the self-sufficiency aspect require a great deal more pre-approval than originally anticipated;
- some applicants failed to show up for scheduled appointments (for pre-approval), causing delays due to rescheduling;
- some applicants failed to qualify (either by being over-income or not being eligible for self-sufficiency), causing time delays in going back to the waiting list and starting over.

Staff is working currently to schedule and pre-approve tenants in anticipation this Amendment, so as to reduce delays and to allow the SHA to reach the required minimum caseload by September 30, 2009.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to Agreement, Seminole County/The Housing Authority of the City of Sanford, Florida, Tenant-Based Rental Assistance Program Subrecipient Agreement, Program Year 2008-2009.

ATTACHMENTS:

1. First Amendment

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Grant Review (Jennifer Bero, Lisa Spriggs)

**FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA
TENANT-BASED RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2008-2009**

THIS FIRST AMENDMENT TO AGREEMENT entered into this 26 day of June, 2009, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA, a/k/a SANFORD HOUSING AUTHORITY, a public body corporate organized under the laws of the State of Florida, whose mailing address and principal place of business is 94 Castle Brewer Court, Sanford, Florida 32771-2349, hereinafter referred to as "SHA".

W I T N E S S E T H:

ANT
WHEREAS, COUNTY and SHA heretofore entered into that certain Seminole County/The Housing Authority of The City of Sanford, Florida Tenant-Based Rental Assistance Program Subrecipient Agreement Program Year 2008-2009, dated December 16, 2008 (the "Agreement"); and

WHEREAS, the Agreement is for the purpose of financing tenant-based rental assistance to provide affordable rental housing for fourteen (14) Very Low Income, elderly and/or disabled households utilizing THREE HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$324,000.00) of COUNTY's HOME Program TBRA funds; and

WHEREAS, SHA and COUNTY have determined that amending the Agreement to allow for a modest extension of time for SHA's recruitment, intake and approval of the fourteen (14) TBRA assisted households is

both justified and necessary for accomplishing the public purpose of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this First Amendment and of the Agreement as hereby amended, upon which the parties have relied.

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

AW
(c) As a precondition to receiving the full amount of TBRA funding envisioned by this Agreement, SHA shall reach a minimum tenant caseload of fourteen (14) separate households by no later than ~~one hundred twenty (120) days from the execution date of this Agreement~~ September 30, 2009. SHA shall also maintain a minimum of fourteen (14) TBRA assisted households throughout the term of this Agreement. If SHA fails to achieve the minimum fourteen (14) TBRA assisted households caseload by ~~the one hundred twenty (120) day~~ September 30, 2009 deadline, TBRA funding hereunder shall be reduced accordingly to a level sufficient to sustain the lower number of households being assisted as of that date, consistent with the Certificate Model/Minimum and Maximum Household Payment parameters described in Exhibit "A" hereto for the duration of this Agreement. Any excess funding previously provided to SHA shall be recaptured by COUNTY.

COUNTY shall not be obligated to reinstate the withheld or recaptured funding for otherwise TBRA eligible households being added to SHA's caseload after the ~~one hundred twenty (120) day~~ September 30, 2009 deadline.

AS
Section 3. Effect of First Amendment on Agreement. The remaining portions of the Agreement, including particularly Sections 3(a), (b) and (d) thereof, and the several Exhibits thereto not expressly amended by this First Amendment shall remain in full force and effect as originally agreed upon. The severability clause in Section 26 of the Agreement shall be deemed applicable to this First Amendment. The term of this First Amendment shall be the same as that for the Agreement itself. The amendments enacted by this First Amendment shall be deemed effective immediately  upon execution of this instrument by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

(SIGNATURES AND ATTESTATIONS ON FOLLOWING PAGE)

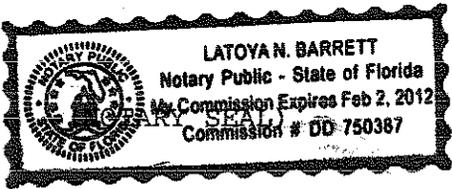
ATTEST: Stephanie Fernandez
HAVP Director
Title:

SANFORD HOUSING AUTHORITY

By: [Signature]
ANGELA TUA, ~~Chair~~ EXECUTIVE DIRECTOR
Date: June 26, 2009

STATE OF FLORIDA]
]]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 26th day of June, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephanie Fernandez and Angel TUA, as ~~Chair~~ Executive Director and Executive Director, respectively, of SANFORD HOUSING AUTHORITY, a public body corporate organized under the laws of the State of Florida, [] who are personally known to me or [] who have produced _____ and _____, respectively as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the Authority.



[Signature]
Print Name: LATOYAN BARRETT
Notary Public in and for the
County and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency

County Attorney