

**FIRST AMENDMENT TO SEMINOLE COUNTY AND
SEMINOLE COUNTY HOUSING AUTHORITY
TENANT BASED RENTAL ASSISTANCE (TBRA) AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 13th day of October, 2022, between **SEMINOLE COUNTY HOUSING AUTHORITY**, whose address is 662 Academy Place, Oviedo, Florida 32765, in this Amendment referred to as “SUBRECIPIENT”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT and COUNTY entered into the above referenced Agreement on October 13, 2022, for HOME Partnership and Community Development Block Grant (“CDBG”) funds for the provision of case coordination and eligibility services associated with the Tenant Based Rental Assistance (“TBRA”) Program; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 11 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

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

Section 4. Scope of Services and Use of Funds. SUBRECIPIENT, in a manner satisfactory to COUNTY, must perform or cause to be performed all services as implied, described, referred to, or governed by the Scope of Services/Budget. All work must be completed in compliance with all applicable Seminole County Codes and Ordinances and in a satisfactory and proper manner as determined by the Community Services Department. Such services must be performed, except as otherwise specifically stated in this Agreement, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT.

(a) The Grant. Under the terms and conditions of this Agreement, COUNTY has allocated FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$420,000.00) in HOME funds from Fiscal Year 2017-2018, 2018-2019, 2019-2020 and Fiscal Year 2020-2021, and EIGHTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$87,000.00) in CDBG funds from Fiscal Year 2019-2020 and Fiscal Year 2020-2021 to SUBRECIPIENT to administer the Program, as defined below. Any funds remaining unexpended or not disbursed to SUBRECIPIENT by COUNTY as of the termination date of this Agreement may be deobligated from this Agreement and made available for other COUNTY programs as determined by COUNTY.

(b) Program Description. SUBRECIPIENT will administer and operate a Tenant Based Rental Assistance (TBRA) Program that provides subsidized rental housing for Extremely Low Income elderly and/or disabled households. The standards for eligible households to receive services pursuant to this Agreement are listed in the Scope of Services/Budget. SUBRECIPIENT must have written leases with eligible households that are for a period of not less than (1) one year. The written lease must include the TBRA/HOME Program Lease Addendum attached to and incorporated to this Agreement as Exhibit I which enumerates prohibited lease terms for HOME subsidized rental assistance. The written lease must also

include a Violence Against Women Act (VAWA) addendum in the format attached to and incorporated to this Agreement as Exhibit J. The scope of work, and a schedule for completing the work and a budget is set forth in the Scope of Services/Budget.

(c) Goals and Performance Measures; Implementation Schedule. SUBRECIPIENT will perform the described tasks in conformance with the services being provided to a minimum of thirty (30) households in Seminole County with HOME/CDBG funds during the term of this Agreement.

(d) Staffing. SUBRECIPIENT will assign key personnel and staff to this Program in accordance with services listed in the Budget set forth in the Scope of Services/Budget.

(e) Performance Monitoring. COUNTY will monitor the performance of SUBRECIPIENT based on the goals and performance measures established in the Scope of Services/Budget.

(f) Budget. SUBRECIPIENT will use the grant proceeds for eligible expenses permitted under the HOME and CDBG regulations and in accordance with the Scope of Services/Budget set forth in Exhibit B. Expenditures must be directly attributable to the provision of the services under the Program. Any changes in budget line items, including additions, must be requested in writing and must be approved by the Community Services Department Director before related expenditures can be undertaken. SUBRECIPIENT is responsible for any cost overruns above the total grant amount of FIVE HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS (\$507,000.00).

SUBRECIPIENT will not use any HOME or CDBG funds for prohibited activities. SUBRECIPIENT acknowledges and agrees that any funds not used in accordance with permitted CDBG or HOME regulations and the Budget must be repaid to COUNTY.

2. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services attached to this First Amendment as Exhibit A.

3. Exhibit B of the Agreement is deleted and replaced by the new Budget attached to this First Amendment as Exhibit B.

4. Exhibit C of the Agreement is deleted and replaced by the new Payment Request attached to this First Amendment as Exhibit C.

5. Exhibit E of the Agreement is deleted and replaced by the new Monthly Performance Report attached to this First Amendment as Exhibit E.

6. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:



SEMINOLE COUNTY HOUSING AUTHORITY

SHERRY SWIFT, Executive Assistant

By:_____
SHANNON YOUNG, Executive Director

Date:_____

[CORPORATE SEAL]

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

RM/lpk

3/16/23

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Attachments:

Exhibit A – Scope of Services

Exhibit B – Budget

Exhibit C – Payment Request

Exhibit E – Monthly Performance Report



EXHIBIT A

SCOPE OF SERVICES

Section I. SERVICES TO BE RENDERED BY SUBRECIPIENT.

SUBRECIPIENT will be reimbursed for eligible expenses associated with Tenant Based Rental Assistance (TBRA) Components. SUBRECIPIENT will be responsible to contribute and input data regarding all assisted households with HOME funds in a secure database of its choosing.

Tenant Based Rental Assistance Component:

This component is designed to assist extremely-low income persons who are elderly (62+) and/or disabled with monthly rental subsidies and security deposits:

- Security Deposits
- Rental Assistance

An eligible household for TBRA Component services must meet the following criteria:

- At or below 30% of median income (as evident from income certification);
 - Note: Ten Percent (10%) of program slots are available for households at or below 50% of the area median income (very-low income)
- Head of Household must be elderly (62+) or disabled;
- Reside in Seminole County.

All households that receive assistance under the TBRA Activity must identify a unit that meets the following criteria:

- Unit must pass HUD Housing Quality Standards (HQS) Inspection ;
- Rental assistance must be at or below the Fair Market Rent (FMR) for a unit less the unit utility allowance; and
- Units must comply with HUD's rent reasonableness standards.

The goals and objectives of SUBRECIPIENT under this agreement will be to provide the following services to eligible Seminole County residents:

SUBRECIPIENT will adhere to the following guidelines:

Service	Number Served
Tenant Based Rental Assistance: Rental Assistance – On-going monthly rental subsidy (that is not time limited and does not require a household to move by a specified date or within a specified timeframe.) Security Deposit – One-time payment of up to two (2) month's rent	30 Households

- Assist individuals/households regardless of their current housing status (homeless or housed) at the time of application.
- Conduct project activities consistent with the County 5 year Consolidated Plan and Annual Action Plan.
- Ensure the program is **readily accessible and broadly available community-wide (not limited to the agency clients/programs)**.
- Maintain a TBRA waitlist when openings become available. Program is considered at full capacity when 30 households are being simultaneously assisted with on-going rental subsidy.

SUBRECIPIENT will be responsible for the following:

- Determining client/household eligibility income annual income recertification
- Conducting the HQS no less than annually on each unit a TBRA recipient resides
- Calculate the Utility Allowance for the household on an annual basis
- Completing the lease renewal process and/or new move-in/leasing process
- Ensuring unit is both reasonable and the maximum rent does not exceed the Fair Market Rent (FMR) less the Utility Allowance (UA)
- Calculating the tenant's monthly co-payment using the Adjusted Gross Income calculation
- Accepting new applications and establishing a waitlist when program slots reach capacity
- Executing agreement between Housing Authority and Landlord and Housing Authority and

Tenant per HOME regulations

- Agreements should include at a minimum include the lease term, base rent amount, portion covered by SCHAs and client monthly co-payment, responsibilities of the landlord, HOME Prohibited Lease language rental insurance requirements, landlord/tenant dispute resolution, reasons for termination, and the informal hearing/appeal process
- Ensuring the HOME Program Lease Addendum (Exhibit I) and the VAWA Lease Addendum (Exhibit J) are signed by both the tenant and landlord and renewed annually.

Section II. PAYMENT SCHEDULE/BUDGET.

For its performance under this Agreement, SUBRECIPIENT will receive reimbursement of:

- Federal FY 2017-2018 through 2020-2021 HOME funds from COUNTY in an amount not to exceed **FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$420,000.00)**;
- Federal FY 2018-2019 through 2019-2020 Community Development Block Grant (CDBG) funds from COUNTY in an amount not to exceed **EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$87,000)**

(Hereinafter referred to as "Grant Funds"), which may be requested on or after October 1, 2022.

Payment will only be provided on a reimbursable basis with the submission of the proper supporting documentation. COUNTY will provide funds to SUBRECIPIENT for all allowable expenses as described in Section I according to the schedule above.

All requests shall be on SUBRECIPIENT's official letterhead on a monthly basis. Requests for payment must be submitted to COUNTY's Community Services Department, in substantially the same format as Exhibit C. All requests for payment must comply with the requirements in Article I of this Agreement and the Scope of Service (Exhibit A). The last payment request of the project should indicate Closeout. Subrecipient will be required to submit a Set-Up Form (Exhibit D) for each tenant during the initial payment of that lease term and notify the County if the rent amount changes during the lease and the reason for the change.

If COUNTY, through its monitoring or review, determines that SUBRECIPIENT has performed, or is performing below the specified goals and objectives, the total consideration to be paid to SUBRECIPIENT shall be subject to a reduction, as determined by COUNTY.

PROJECT BUDGET

	Grant Funds
TBRA Rental Assistance and Security Deposits (HOME)	\$420,000.00
Project Administration for Personnel (CDBG)	\$87,000.00

Total	\$507,000.00
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Section III. PERFORMANCE MEASURES.

The Performance of SUBRECIPIENT will be determined by the following indicators over the period of the Agreement:

Service	Number Served
Tenant Based Rental Assistance Benchmarks:	
- Maintain 100% program capacity*	30 Households
- At least 95% of program participants will remain housed	28 Households
- Maintain active waitlist to utilize when slots become available	

*After project has reached full capacity.

Section IV. PROGRAM REPORTS.

SUBRECIPIENT shall submit to COUNTY within fifteen (15) days from the end of each month, using a Program Performance Report in substantially the same format as set forth in Exhibit E, attached hereto and made a part hereof. The last Program Report should indicate that is the Closeout Report.

Section V. EMERGENCY DUTY/INCIDENT MANAGEMENT.

Pursuant to a Federal, State or local government Declared State of Emergency, COUNTY may order any action necessary to abate a threat or danger that it determines may be an imminent and substantial endangerment to human health, public safety, the general welfare of individuals or the environment because of an actual or impending disaster.

In the event of a disaster or major incident, SUBRECIPIENT may be required to assist COUNTY in response and recovery efforts to include sharing of information, partnering with COUNTY for use of SUBRECIPIENT's resources, and coordination of any actions deemed necessary to augment the COUNTY's response and/or recovery efforts. SUBRECIPIENT agrees to assist in disaster response and recovery efforts to the best of their ability and may be called upon to provide assistance at the Emergency Operations Center or other designated location.

SUBRECIPIENT further agrees that, under this Agreement, suspension of its usual and customary activities as well as the activities defined under the scope of this Agreement may be required. It also may be necessary for COUNTY to reallocate federal funds designated to SUBRECIPIENT for the purposes of emergency situation management operations. Program funds will be reallocated to SUBRECIPIENT in the amount de-obligated under the suspension after the emergency management is declared completed.

EXHIBIT – B
PROJECT BUDGET

Activity	Budget	Funding Source
Monthly Rental Subsidy and Security Deposits	\$420,000	HOME
Administering TBRA- Staff Support*	\$87,000	CDBG
Total	\$507,000	

**CDBG personnel funds are eligible for HOME related activities.*

TBRA Subrecipient Agreement Program Year 2017-2018/2020-2021
Seminole County Housing Authority
Exhibit B

EXHIBIT C
REQUEST FOR
PAYMENT

SUBRECIPIENT: Seminole County Housing Authority

PROGRAM NAME: HOME Tenant Based Rental Assistance (TBRA)

FOR THE MONTH OF: _____ **REQUEST NO:** _____

Budget Categories	Total Approved Budget	Expenditures			Remaining Balance
		Previous Payment	Amount of this Request	Payments Made to Date	
Security Deposits and Rental Subsidy	\$420,000				
Administering TBRA- Staff Costs	\$87,000				
TOTAL	\$507,000				

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

Date Received

Executive Director (Signature)

Date

Please attach documentation substantiating expenditures.

EXHIBIT E

MONTHLY PROGRAM PERFORMANCE REPORT

SUBRECIPIENT: Seminole County Housing Authority

PROGRAM: HOME Tenant Based Rental Assistance (TBRA)

REPORT PERIOD _____

I. STATUS REPORT ON GOALS AND OBJECTIVES:

Units of Service Provided	Annual Program Goal	Report Period Assisted	Year to Date	Number of New Households	Number of Head of Households with Disability	Number of Households- Elderly	Number of Elderly AND Disabled Households
Monthly Rental Subsidies	30						

II. OTHER COMMENTS:

TBRA Subrecipient Agreement Program Year 2017-2018/2020-2021
Seminole County Housing Authority
Exhibit E