

RESOLUTION NO. 2012- 794

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST A FIRST AMENDMENT TO THE CONSORTIUM FUNDING AGREEMENT ENTERED INTO BY THE HOUSING AUTHORITY OF THE CITY OF TAMPA AND THE CITY OF TAMPA UNDER RESOLUTION NO. 2010-307 DATED APRIL 1, 2010, TO AMEND THE SCOPE OF SERVICES, DECREASE THE TOTAL AWARD AMOUNT AND EXTEND THE EXPENDITURE DEADLINE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has issued a Notice of Fund Availability ("NOFA") for the Neighborhood Stabilization Program 2 ("NSP2") under the American Recovery and Reinvestment Act of 2009 for awards of additional neighborhood stabilization funds appropriated by Congress in 2009 through a competitive application process; and

WHEREAS, under the terms of the NOFA, The City of Tampa ("City") and the Housing Authority of the City of Tampa ("THA") entered into a Consortium Funding Agreement (the "Agreement") to carry out stabilization programs per Resolution No. 2009-614 dated June 25, 2009, whereby THA served as the Lead Member and would manage all reimbursements to the City as the consortium member; and

WHEREAS, NSP2 funds were awarded to THA and City in the amount of \$38,000,000 to carry out a joint neighborhood stabilization program that will benefit areas of the City of Tampa such as Central Park Village and East Tampa, as more specifically designated in the Agreement and its Exhibits, in partnership with Banc of America Community Development Corporation ("Partner"); and

WHEREAS, a portion of the NSP2 funds were allocated to the City of Tampa through the Agreement in an amount not to exceed \$10,000,000, for the provision of programs and services necessary to meet the goals of the NSP 2 application; and

WHEREAS, the City and THA have agreed to devote a portion of the City's NSP2 allocation to be employed in the construction of qualifying units at the development known as The Trio at Encore and THA will manage the payments of all funds; and

WHEREAS, the City needs to amend the Agreement to reflect changes in the scope of services, award allocation and to extend the expenditure deadline, all of which are desirable to avoid duplication and inefficiency between the City and THA in connection with this development; and

WHEREAS, all other items in the Agreement shall remain in full force and effect; and

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WHEREAS, it is in the best interest of the City of Tampa to enter into this amended agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Mayor of the City of Tampa is authorized to execute and the City Clerk or Deputy City Clerk to attest and affix the Official Seal of the City of Tampa to the First Amendment to the Agreement in the form of the copy attached hereto or in substantially similar form.

Section 2. That the proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms and conditions of this Resolution and the Agreement as amended.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON SEP - 6 2012



CHAIRMAN/CHAIRMAN PRO-TEM,
CITY COUNCIL

ATTEST:



CITY CLERK / DEPUTY CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:
SR. ASSISTANT CITY ATTORNEY

**FIRST AMENDMENT TO CONSORTIUM FUNDING AGREEMENT BETWEEN THE HOUSING
AUTHORITY OF THE CITY OF TAMPA AND THE CITY OF TAMPA
FOR NEIGHBORHOOD STABILIZATION PROGRAM 2**

THIS FIRST AMENDMENT ("1st Amendment") to the Consortium Funding Agreement entered into between the parties on or about April 1, 2010, pursuant to City Council Resolution No. 2010-307 (the "Agreement"), is executed on this _____ day of _____, 2012, by and between the City of Tampa (the "City") and The Housing Authority of the City of Tampa ("THA").

WHEREAS, the United States Department of Housing and Urban Development ("HUD") issued a Notice of Fund Availability ("NOFA") for the Neighborhood Stabilization Program 2 ("NSP2"), under the American Recovery and Reinvestment Act and appropriated by Congress in 2009, to award additional neighborhood stabilization funds; and

WHEREAS, in January 2010, HUD awarded THA and the City a total of \$38,000,000 in NSP2 funds to carry out a joint neighborhood stabilization program to benefit certain target areas of the City of Tampa such as Central Park Village and East Tampa under the framework set by the Agreement executed by THA and the City on April 2010; and

WHEREAS, through the provisions Agreement the City of Tampa was awarded \$10,000,000 of the total NSP2 consortium allocation; and

WHEREAS, the parties agree, with the approval of HUD, to amend the scope of services, funds allocation and the expenditure deadline in the Agreement.

NOW THEREFORE, in consideration of the foregoing premises which are hereby adopted and made a part of this 1st Amendment, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

Section 1. Those paragraphs of the Agreement titled I. **SCOPE OF SERVICE, A. Activities** and **C. Levels of Accomplishment Goals and Performance Measures** are hereby deleted in their entirety and replaced with the following:

A. Activities - General Administration

The Lead Member must ensure that no more than 10 percent of the total grant amount is used for planning and administration activities described at 24 CFR 570.205 and 570.206; the Consortium Member shall use no more than **\$772,500** for these planning and administration activities. Additionally, the Lead Member must ensure that the Consortium Member uses no more than 10 percent of program income for planning and administration activities. This amount does not include project delivery costs associated with the provision of eligible NSP2 activities. The Consortium Member's planning and administrative activities will include the following: general administrative activities to be

performed in support of activities noted above include, but are not limited to, the following: program oversight, management, and administration to ensure compliance with program goals; direct administrative sundry costs necessary for the administration and management of the program including travel, reproduction services, equipment and materials.

C. Levels of Accomplishment – Goals and Performance Measures

The Consortium must comply with the NSP2 performance reporting requirements as described in the NSP2 NOFA and any additional reporting requirements announced by HUD at any time during the duration of this Agreement. The Lead Member will report on behalf of the Consortium, with the Consortium Member's cooperation and assistance.

The Consortium Member agrees to implement the following:

<u>Activity</u>	<u>Total Units</u>
Activity #1 Acquisition of foreclosed residential property and vacant land in the target geography.	[87 Units]
Activity #2 Rehabilitation and new construction of acquired property and vacant land for residential uses in the target geography for rent or sale to eligible families. A minimum of \$2,500,000 shall be expended toward the provision of housing to be rented or sold to persons earning at or below 50% of area medium income.	[87 Units]

Section 2. That paragraph of the Agreement titled II. **TIME OF PERFORMANCE** deleted in its entirety and replaced with the following:

NSP2 funding is subject to strict statutory deadlines for expenditure. The Lead Member must ensure that at least 50 percent of allocated funds are expended within two years from the date HUD signs the grant agreement attached hereto as Attachment III and made a part hereof by reference (the "Grant Agreement") and 100 percent of these funds are expended within three years from the date HUD signs the Grant Agreement. Services of the Consortium Member shall start on January 14, 2010, and end on **March 1, 2013**. The Consortium Member shall expend no less than \$5,000,000 by August 30, 2011 and the balance of funds by **March 1, 2013**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Consortium Member remains in control of NSP2 funds or other NSP2 assets, including program income, but the deadline for expenditure of allocated funds is absolute (absent statutory change).

Section 3. That paragraph of the Agreement titled IV. **PAYMENT** is hereby deleted in its entirety and replaced with the following:

It is expressly agreed and understood that the total amount to be paid by the Lead Member under this Agreement shall not exceed **\$7,725,000**. Requests for the payment of eligible expenses shall be associated with the line item budgets specified in the NSP2 Detailed Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Prior to the first payment under this Agreement, the Consortium Member shall submit to the Lead Member a certification that the Consortium Member's financial management system is compliant with the standards specified in 24 CFR 85.20 for governmental entities

Section 4. All other provisions of the Agreement not amended herein are reaffirmed by the parties and remain in full force and effect.

IN WITNESS HERETO, the parties herein have caused this 1st Amendment to be executed at the place and on the day specified hereinabove.

ATTEST:

CITY OF TAMPA

SHIRLEY FOXX-KNOWLES, CITY CLERK

BY: _____
BOB BUCKHORN, MAYOR

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by the Honorable BOB BUCKHORN, Mayor of the City of Tampa, and on behalf of the City of Tampa, who is personally known to me.

Seal:

Signature of NOTARY PUBLIC
State of Florida at Large

APPROVED AS TO FORM BY:

Sr. Assistant City Attorney

HOUSING AUTHORITY OF THE CITY OF TAMPA

Witness

By: _____
Jerome D. Ryans, President /CEO

Witness

State of Florida
County of _____ ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ of Housing Authority of the City of Tampa, who is personally known to me or has provided Florida Driver License _____ as identification.

Signature of person taking acknowledgment

NOTARY PUBLIC
State of Florida
Serial number (if any):

My Commission Expires: