



Board of Commissioners Meetings

Wednesday, November 15, 2017

LOCATION:

THA ADMINISTRATION OFFICES
5301 WEST CYPRESS STREET
TAMPA, FLORIDA 33607



**AGENDA FOR THE ANNUAL BOARD MEETING
Of The Housing Authority of the City of Tampa, Florida**

November 15, 2017

PLEASE APPROACH MICROPHONE TO SPEAK AND STATE YOUR NAME FOR THE RECORD, THANK YOU

- I. CALL TO ORDER
- II. NEW BUSINESS
 - Election of Officers
- III. ADJOURNMENT

(The Board of Commissioners will reconvene following this meeting for the regular meeting)



**AGENDA FOR THE REGULAR BOARD MEETING
Of The Housing Authority of the City of Tampa, Florida**

November 15, 2017

PLEASE APPROACH MICROPHONE TO SPEAK AND STATE YOUR NAME FOR THE RECORD, THANK YOU

I. REGULAR MEETING

- Call to Order
- Roll Call
- Moment of Silent Prayer and/or Personal Meditation
- Pledge of Allegiance to the Flag
- Reading of the Mission Statement

MISSION STATEMENT

The Housing Authority of the City of Tampa promotes the development and professional management of a variety of affordable housing opportunities, facilities and supportive services, to nurture neighborhoods, provide economic development and self-sufficiency activities for residents, while assuring equal access to safe, quality housing for low and moderate income families, throughout the community.

II. APPROVAL OF MINUTES

- Regular Board Meeting of October 18, 2017

III. PUBLIC FORUM

- Maximum three-minute time limit per speaker
- Speakers must register prior to the Board Meeting with the form available at the entrance to the meeting room.

IV. EMPLOYEES OF THE MONTH (Central Administration/Properties)

- Administration ~ [Frances Ihedoro](#)
- Properties ~ [Julio Delgado](#)

V. SPECIAL RECOGNITIONS

- Geraldine Barnes Award Recipients ~ [Shannon Hatcher](#)

VI. RESOLUTIONS

No. 2017-4074 Debbie Joyce	A RESOLUTION APPROVING THE CHARGING OFF OF TENANT ACCOUNTS RECEIVABLE IN THE AMOUNT OF \$41.
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No. 2017-4075 Margaret Jones	A RESOLUTION APPROVING A PROJECT BASED HOUSING ASSISTANCE PAYMENT CONTRACT AGREEMENT WITH MENTAL HEALTH CARE AFFORDABLE HOUSING IV, INC.
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AGENDA FOR THE REGULAR BOARD MEETING

Of The Housing Authority of the City of Tampa, Florida

VI. RESOLUTIONS (continued)

No. 2017-4076 Margaret Jones	A RESOLUTION APPROVING A PROJECT BASED HOUSING ASSISTANCE PAYMENT CONTRACT AGREEMENT WITH THE AGENCY FOR COMMUNITY TREATMENT SERVICES, INC.
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VII. PRESIDENT / CEO's REPORT

Finance and Related Entities ~ [Susi Begazo-McGourty](#)

- Information Technology ~ [Kevin Janes](#)

Operations and Real Estate Development ~ [Leroy Moore](#)

- Facilities ~ [Terrance Brady](#)
- Community Affairs ~ [Lillian Stringer](#)

VIII. NOTICES AND UPDATES

IX. LEGAL MATTERS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. ADJOURNMENT

(The Board of Commissioners will reconvene following this meeting for Board of Directors meetings)

Minutes of the Regular Meeting of the Board of Commissioners of the Housing Authority of the City of Tampa, Florida

October 18, 2017

I. REGULAR MEETING

Chairwoman Susan Johnson-Velez called the regular meeting of the Tampa Housing Authority Board of Commissioners to order at 8:35 am. Other Board members present were Rubin Padgett, James Cloar, Billi Johnson-Griffin and legal counsel Ricardo Gilmore. Commissioners Dr. Hazel Harvey, Ben Wacksman and Bemetra Simmons were not present for this meeting.

The Chair began by asking everyone for a moment of silent prayer and/or personal meditation; those in attendance were also asked to stand for the Pledge of Allegiance; recital of the agency's mission statement followed.

II. MINUTES

A motion to approve the Minutes of the Regular Board Meeting of September 20, 2017 was made by Commissioner Padgett and seconded by Commissioner Cloar, with a minor change:

Commissioner Padgett	Yes	Commissioner Johnson-Velez	Yes
Commissioner Cloar	Yes	Commissioner Johnson-Griffin	Yes

III. PUBLIC FORUM (Three (3) minute limit allotted per speaker)

None to come before this forum

IV. EMPLOYEE OF THE MONTH

- Administration ~ [Adriane Engram](#)
- Properties ~ [Adrian Perlaza](#)

The Director of Human Resources, Mr. Martin Williams took this opportunity to provide the Board a few updates. Mr. Williams began by congratulating HR's Risk Manager, Mr. Kenneth Christie for his influence that resulted in THA receiving a Low Loss Achievement award from the Housing Authority Insurance Group. Additionally, the director announced receipt of a \$15,000 reward check from THA's Workers Comp, Zenith, as well as a 10% reduction rate for next year's premium renewal. THA also received an increase from last year's Florida Blue \$35,000 to this year's \$83,000 rebate check for low loss run ratio, mostly attributed to the agency's Wellness Committee; this year's renewal rate will be at 1.4%, although a market analysis revealed an increase of 11 to 15% in Florida and higher for the nation. Mr. Williams also announced some of the activities at THA that included last week's Breast Cancer Awareness Walk on Cypress and this week's Mammography Bus.

V. SPECIAL RECOGNITION (Geraldine Barnes Award Recipients)

- Recipient ~ [Charetha Parnell](#)

VI. RESOLUTIONS

The Director of Contracting and Procurement, Mr. Nicolas Dickerson presented resolution 2017-4070.

No. 2017-4070 Nicolas Dickerson	A RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF TAMPA TO ENTER INTO AN AGREEMENT WITH CIGNA GROUP INSURANCE TO PROVIDE LIFE AND VOLUNTARY LIFE/AD&D COVERAGE.
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A motion was made by Commissioner Padgett and seconded by Commissioner Johnson-Griffin:

Commissioner Padgett	Yes	Commissioner Johnson-Velez	Yes
Commissioner Cloar	Yes	Commissioner Johnson-Griffin	Yes

The Director of Asset Management, Ms. Debbie Joyce presented resolution 2017-4071.

No. 2017-4071 Debbie Joyce	A RESOLUTION APPROVING THE CHARGING OFF OF TENANT ACCOUNTS RECEIVABLE IN THE AMOUNT OF \$6,092.85.
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A motion was made by Commissioner Cloar and seconded by Commissioner Johnson-Griffin:

Minutes of the Regular Meeting of the Board of Commissioners of the Housing Authority of the City of Tampa, Florida

Commissioner Padgett	Yes	Commissioner Johnson-Velez	Yes
Commissioner Cloar	Yes	Commissioner Johnson-Griffin	Yes

The Director of Assisted Housing, Ms. Margaret Jones presented the last two resolutions.

No. 2017-4072 Margaret Jones	A RESOLUTION APPROVING THE REVISED UTILITY ALLOWANCE SCHEDULE FOR USE IN THE HOUSING CHOICE VOUCHER PROGRAM AND OTHER RELATED RENTAL ASSISTANCE PROGRAMS.
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A motion was made by Commissioner Johnson-Griffin and seconded by Commissioner Cloar:

Commissioner Padgett	Yes	Commissioner Johnson-Velez	Yes
Commissioner Cloar	Yes	Commissioner Johnson-Griffin	Yes

No. 2017-4073 Margaret Jones	A RESOLUTION APPROVING THE PAYMENT STANDARD SCHEDULE FOR USE IN THE HOUSING CHOICE VOUCHER PROGRAM.
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A motion was made by Commissioner Padgett and seconded by Commissioner Cloar:

Commissioner Padgett	Yes	Commissioner Johnson-Velez	Yes
Commissioner Cloar	Yes	Commissioner Johnson-Griffin	Yes

VII. PRESIDENT/CEO'S REPORT

Finance and Related Entities

The Sr. Vice President/CFO, Ms. Begazo-McGourty briefed Board members on her report that included full entity wide financials this month, focusing on Meridian River Development Corp. (MRDC). The agency's Comptroller, Mr. Neil Thompson was asked to make a presentation on the MRDC entity. An information packet for this meeting was provided to Board members and included this information.

Mr. Thompson added a few items not on his report, this included a bond balancing at \$9.5 million as of August 2017 with a 4.5% rate; the original debt was over \$11.8 million in 2006 with a projected pay out for 2036.

Operations and Real Estate Development

The Sr. Vice President/COO, Mr. Leroy Moore began his report with West River. A February closing was expected for the fully funded project of Bethune Residence One, 160 new units. The Boulevard challenge was unsuccessful, legal research on the appeal will determine if attempting to overturn decision will be worth the cost.

Restoration of the Bethune High Rise will be the first project with Related Group, likely close in April 2018; this building will have 6 units added to its original 150 units. A sales application was submitted in early October for the second project with Related Group and THA's fourth West River development, anticipated to close by early to the middle of 2018; referred to as T4, this fourth project will be located on Main and Willow Streets, for possibly 144 units of family housing.

The first phase of the demolition of North Boulevard Homes that included the site's first 20 buildings was progressing, making way for the four projects mentioned above; likely to be completed by end of month this October. Stockpiling and crushing had begun in preparation to sell concrete, as there will not be a need to recycle the material this soon in the process. Phase two of the demolition will cover the rest of the buildings at West River.

Construction at the Tempo at Encore was progressing and a new completion date, which included additional costs, was now estimated for May or June 2018. A grand opening of Faedo's Restaurant was soon to be scheduled, with a CO (certificate of occupancy) filed and signage up; the Barbershop was also nearing completion; designs for a second restaurant, Zelda's, had begun and will be located on the ground floor of the Trio building.

Lot 12 will soon have a contract ready to be signed for a grocer; lots 9 and 10 currently have a contract in draft form for two separate hotels, totaling 450 rooms; lot 11, the office lot, had a few offers that had not yet been accepted; lot 5 had had numerous offers that have not been accepted.

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GTE no longer had plans to use their land, near the Encore site, for a job training center; instead THA and the City of Tampa were in negotiations to build a job training center in Perry Harvey, Sr. Park; Tampa City Council had a resolution for possibly this month to authorize a long-term lease for a portion of the park.

The Early Childhood Center in the ground floor of the Trio at Encore was nearing completion, estimated to open in January 2018; the Hillsborough County School District will operate the center in this partnership with THA.

A THA partnership with the CDC of Tampa and the City of Tampa resulted in a ribbon cutting for the homes on 34th Street recently; three of the homes were sold, one home was completed and three more homes had broken ground; eventually there will be 13 single family homes at the site.

Mr. Moore informed Board members of the 3rd Annual Jazz Festival at Encore, scheduled for Saturday December 9th, more information will be provided as the event approached.

A tent was already up at Encore for food distribution by Metropolitan Ministries, said Commissioner Johnson-Griffin. Commissioner Cloar requested an update on the Urban Farm; Mr. Moore stated that the Urban Farm had been rebid twice and had resulted in very little interest. The Development Project Manager, Mr. David Hollis hoped to have at least three responses to the last bid, that began about a week ago and had another four to five weeks until wrap-up.

The St. James restoration continued, said the Mr. Moore, as part of its restoration, the building was undergoing substantial restructuring.

The Director of Community Affairs, Ms. Lillian Stringer began her report with a few announcements. Commissioners were invited to join THA staff for the lunch part of the annual meeting, scheduled for December 8th at the Tampa Convention Center. Jacksonville Field Office Director Ms. Alesia Scott-Ford will introduce HUD's Region IV Regional Administrator, Ms. Denise Cleveland-Leggett, scheduled as the speaker for the annual staff meeting.

Ms. Stringer informed Commissioners of recent meetings with THA staff participation, throughout the community, during the month of October. The Director then proceeded with a presentation regarding Records Management, which she also oversees.

IX. NOTICES AND UPDATES

None to come before this forum

X. LEGAL MATTERS

Attorney Ricardo Gilmore stated that as Mr. Moore mentioned, there would be a response regarding the appeal as early as this afternoon, the day of this Board meeting, to determine whether it will be advisable to proceed. Additionally, the attorney was working on two potential policies, a policy on weapons and an emergency response policy; he hoped to provide Commissioners the results of his research by November, next month.

XI. UNFINISHED BUSINESS

None to come before this forum

XII. NEW BUSINESS

After recent disastrous hurricane activity, the President/CEO, Mr. Jerome Ryans was looking into providing assistance for Puerto Rico and the Virgin Islands. Assistance will be provided using none Federal money, more details will be forthcoming as these become available.

XIII. ADJOURNMENT

There being no further business to come before this Board, the Chair declared this meeting of the THA Board of Commissioners adjourned at 9:53 am.

Approved this 15th day of November 2017,

Chairperson

Secretary

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners

Re.: Resolution Number: 2017-4074

The Board of Commissioners is requested to approve the above-referenced resolution in order to write off the debts of clients that have moved out of public housing communities owing a balance.

2. Who is making request:

A. Entity: Tampa Housing Authority
B. Project: Department of Asset Management
Originator: Debbie Joyce

3. Cost Estimate (if applicable):

Narrative:

Amount to be written off is **\$41.00**

Attachments (if applicable):

Resolution and Write off Information

**Resolution Number 2017-4074
A Resolution Approving
The Charging Off Of Tenant
Accounts Receivable.**

<u>PROPERTY</u>		<u>BALANCE TO WRITE OFF</u>
FLA 1-12-28	JL YOUNG	<u>\$41.00</u>
TOTAL		<u>\$41.00</u>

WHEREAS, this figure represents residents who have vacated the Housing Authority's properties on or before Month of November, 2017.

NOW, THEREFORE BE IT RESOLVED THAT:

The Board of Commissioners of the Housing Authority of the City of Tampa, Florida hereby authorizes staff to charge off the above mentioned Tenant Accounts Receivable.

Adopted this 15th day of November, 2017.

CHAIRPERSON

SECRETARY

Write Off Information for November 2017

<u>Property Name</u> <u>Name</u>	<u>Tenant ID</u> <u>Resident</u>	<u>Amount</u> <u>Written Off</u>	<u>In Current</u> <u>Rent Roll</u> (Residing in property) <u>Yes No</u>	<u>Property</u> <u>Totals</u>
J. L. Young Apartments	x026236 Freddie Jones	\$ 41.00	No	\$41.00

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners

Re.: Resolution Number: 2017-4075

The Board of Commissioners is requested to approve the above-referenced resolution in order to:

Continue Project Based Rental Assistance for 23 Chronically homeless families

2. Who is making request:

A. Entity:	Assisted Housing
B. Project:	Administrative Plan
C. Originator:	Margaret Jones

3. Cost Estimate (if applicable):

Narrative:

THA signed an initial contract with MHC January 2013 for a period of 5 years to serve chronically homeless families through Project Based rental assistance. The project is well managed and continues to provide a combination of housing and supportive services to the most vulnerable.

Attachments (if applicable):

h:\rgilmore\forms\resolutionsummarysheetform.doc

RESOLUTION 2017- 4075

A RESOLUTION APPROVING A PROJECT BASED HOUSING ASSISTANCE PAYMENT CONTRACT AGREEMENT WITH MENTAL HEALTH CARE AFFORDABLE HOUSING IV, INC.

WHEREAS, the current Project Based Housing Assistance Contract between Mental Health Care Affordable Housing IV, Inc. was initiated January 1st, 2013 and expires December 31st, 2017;

WHEREAS, this particular project serves 23 chronically homeless individuals and has been extremely successful as case management, provided by Gracepoint, Inc., is part of the project requirements. The project has shown a 96% occupancy rate and a 57% decrease in substance abuse which clearly indicates the that supportive housing for this particular population is necessary and beneficial;

WHEREAS, in order to continue to serve the chronically homeless, the Project Based Contract will be extended an additional 5 years with an effective date of January 1st, 2018;

NOW THEREFORE BE IT RESOLVED,

THE BOARD OF COMMISSIONERS of the Housing Authority of the City of Tampa hereby approves the Project Based Contract between the Housing Authority of the City of Tampa and Mental Health Care Affordable Housing IV, Inc. for a period of 5 years effective January 1st, 2018.

ADOPTED THIS 15th day of November, 2017

Chairperson

Secretary

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:
Housing Authority of the City of Tampa

_____ (PHA) and

Mental Health Care Affordable Housing IV, Inc.

_____ (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

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HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

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EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (Check the applicable box.)

- ×
1. **Single-Stage Project**

This is a single-stage project.

For all contract units, the effective date of the HAP contract is:

_____.

The PHA enters the effective date, and executes the HAP contract, after completion and PHA acceptance of all units in the single stage project.

2. **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the “Execution of HAP contract for contract units completed in stages” (starting on page 8).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage. (See 24 CFR 983.206(c).)

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e. Term of the HAP contract

1. Beginning of Term

The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

_____.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements.

A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

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f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner’s knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs g.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph g.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.

5. The following specifies the number of contract units (if any):
- a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: _____.

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families: _____.

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families: _____.

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services: 23_____.

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Previous editions are obsolete

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

Housing Authority of the City of Tampa

By:

Signature of authorized representative

Jerome D. Ryans

Name and official title (Print)

President/CEO

Date

OWNER

Name of Owner (Print)

Mental Health Care Affordable Housing IV, Inc.

By:

Signature of authorized representative

Joe Rutherford, CEO of Gracepoint

Name and title (Print)

Date

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EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

STAGE NO. 1. The Contract is hereby executed for the contract units in this stage.
STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By<
Signature of authorized representative
Name and official title (Print) Date
OWNER Name of Owner (Print)
By<
Signature of authorized representative
Name and title (Print) Date

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<p>STAGE NO. 2. The Contract is hereby executed for the contract units in this stage.</p> <p>STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and title (Print) Date</p>
<p> </p>

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Previous editions are obsolete

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STAGE NO. 3. The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print)

Signature of authorized representative

Name and official title (Print)
Date

OWNER
Name of Owner (Print)

Signature of authorized representative

Name and title (Print)
Date

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<p>STAGE NO. ____ The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>B{< Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and title (Print)</p>
<p>F cvg</p>

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

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**THE HOUSING AUTHORITY OF THE CITY OF TAMPA
RESOLUTION SUMMARY SHEET**

1. Describe the action requested of the Board of Commissioners

Re.: Resolution Number: 2017-4076

The Board of Commissioners is requested to approve the above-referenced resolution in order to:

Continue Project Based Rental Assistance for 6 chronically homeless families

2. Who is making request:

A. Entity:	Assisted Housing
B. Project:	Administrative Plan
C. Originator:	Margaret Jones

3. Cost Estimate (if applicable):

Narrative:

THA signed an initial contract with MHC January 2013 for a period of 5 years to serve chronically homeless families through Project Based rental assistance. The project is well managed and continues to provide a combination of housing and supportive services to the most vulnerable.

Attachments (if applicable):

h:\rgilmore\forms\resolutionsummarysheetform.doc

RESOLUTION 2017- 4076

A RESOLUTION APPROVING A PROJECT BASED HOUSING ASSISTANCE PAYMENT CONTRACT AGREEMENT WITH THE AGENCY FOR COMMUNITY TREATMENT SERVICES, INC.

WHEREAS, the current Project Based Housing Assistance Contract between the Agency for Community Treatment Services, Inc. (ACTS) was initiated January 1st, 2013 and expires December 31st, 2017;

WHEREAS, this particular project serves 6 homeless individuals and has been extremely successful as case management, provided by ACTS, INC., is part of the project requirements. The project has shown a 99% occupancy rate, tenants are meeting all medical needs due to stable housing, and are able to save money and develop a budget;

WHEREAS, in order to continue to serve the homeless, the Project Based Contract will be extended an additional 5 years with an effective date of January 1st, 2018;

NOW THEREFORE BE IT RESOLVED,

THE BOARD OF COMMISSIONERS of the Housing Authority of the City of Tampa hereby approves the Project Based Contract between the Housing Authority of the City of Tampa and ACTS, Inc. for a period of 5 years effective January 1st, 2018.

ADOPTED THIS 15th day of November, 2017

Chairperson

Secretary

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of the City of Tampa (PHA) and

Agency for Community Treatment Services, Inc. (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

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Previous editions are obsolete

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Effective date and term of HAP contract

1. Effective date

a. The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards.

b. For all contract units, the effective date of the HAP contract is:
January 1st, 2018.

c. The term of the HAP contract begins on the effective date.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is: 5 Years _____.

b. The initial term of the HAP contract may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at

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the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM. THA will not authorize vacancy payments.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy

payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other

amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.
5. The following specifies the number of contract units (if any):
 - a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: _____.

- Check this box if any contract units are designated for elderly families. The following number of contract units shall be rented to elderly families:

_____.

- Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:

_____.



- Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services: _____6_____.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
Housing Authority of the City of Tampa
By: Signature of authorized representative Jerome D. Ryans, President/CEO
Name and official title (Print)
Date
OWNER Name of Owner (Print)
Agency for Community Treatment Services, Inc.
By: Signature of authorized representative Hayward Davis, Housing Director
Name and title (Print)
Date

