

FY 2018

**FL-507 - Orlando/Orange, Osceola,
Seminole Counties Continuum of Care**

Attachment #01:

**1C-5. PHA Administration Plan—
Homeless Preferences**

Attachment #01 documents include the following:

1. (Page 2) Osceola County Housing Authority Homeless Preference: Excerpt from Osceola County Administrative Plan for Housing Choice Voucher Program, pp. 59-60.
2. (Page 3) Seminole County Housing Authority: Excerpt from Seminole County 2017 HCV Preference Amendment, Section 5.2.D.
3. (Page 4) Winter Park Public Housing Authority; Excerpt from Resolution #05102016 Admissions and Occupancy Policy Admissions Preferences.
4. (Page 5) Orlando Housing Authority Memorandum of Understanding with Homeless Services Network of Central Florida (CoC Lead Agency), pp. 1-5.

1. Osceola County Housing Authority Homeless Preference; Excerpt from Osceola County Administrative Plan for Housing Choice Voucher Program, pg 59-60.

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The need for tenant-based rental assistance in Osceola County exceeds the availability of funds for this purpose, and a housing choice voucher is a scarce resource which is in great demand. For the purpose of ordering the issuance of housing choice vouchers to those most in need, and reflecting the priorities of the Osceola County Housing Agency, the local preferences described below and their weighted scores have been established.

Local Preferences

- *Homeless*
- *A legal resident of Osceola County*
- *Working families with minor children as defined by*

-
- working 20 or more hours per week*
 - *A person unable to work because of the extent of their disability*
 - *Working persons as defined by working 20 or more hours per week*

Preference Ranking with weighted score:

- 1. Homeless, living in a place not meant human habitation - 10 points*
- 2. Osceola County Resident at the time of application*

2. Seminole County Housing Authority; Excerpt from Seminole County 2017 HCV Preference Amendment, 5.2 Section D.

§.2 PREFERENCES

Consistent with the SEMINOLE COUNTY Housing Authority Agency Plan, the SEMINOLE COUNTY Housing Authority will select families based on the following preferences based on local housing needs and priorities. They are consistent with the SEMINOLE COUNTY Housing Authority's Agency Plan and the Consolidated Plan that covers our jurisdiction.

- A. Former or current Seminole County TBRA participants whose program participation is terminating due to lack continued funding for the Seminole County TBRA program. This preference will not apply to TBRA participant families who have used their allotted program time limits or who no longer meet their TBRA eligibility. (These families will primarily be disabled/elderly families or families who were still receiving assistance at the time Seminole County discontinued the program)
- B. Displaced person(s): Individuals or families whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- C. Residents in the SEMINOLE COUNTY Housing Authority Public Housing Program who are required to move and who cannot be placed in another public housing unit.
- D. Families that are participants in the Seminole County Public School "Families In Need" program or Families that are Homeless referrals from the "Seminole County Community Assistance Office" as a part of the Seminole County Homeless Task Force Initiative. **Initially, 25 vouchers are being set aside for this preference. If any of these 25 vouchers turns over through attrition, a homeless family referral will be issued the replacement voucher. If all 25 voucher slots are in use, 1 out of every 5 turnover vouchers will be made available for this preference. (Example: if the SCHA needs to issue 5 vouchers to fill vacant positions, 1 of the 5 issued will be to a homeless referral, the other 4 will come from the waiting list)**

3. Winter Park Public Housing Authority; Excerpt from Resolution #05102016 Admissions and Occupancy Policy Admissions Preferences.

RESOLUTION NO.: 05102016-C
AMENDING THE
ADMISSIONS AND OCCUPANCY POLICY (ACOP)
ADMISSIONS PREFERENCES TO INCLUDE
APPLICANTS PARTICIPATING
IN RECOGNIZED PERMANENT HOUSING PROGRAMS
WITH CASE MANAGEMENT SERVICES

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Winter Park, Florida, commonly known as the Winter Park Housing Authority, has as its mission the provision of a secure, sanitary, non-discriminatory, crime and drug-free environment in an affordable nurturing community where residents have access to resources to become self-sufficient and independent, and

WHEREAS, the Board of Commissioners recognizes, as part of its mission, the need to establish admissions preferences based on its Five Year Plan goals as delineated in Goal II, Objective 4 and shown herein;

Participate/partner in initiatives related to the Continuum of Care regarding housing insecurity

1. Continue participation on Central Florida Regional Commission on Homelessness
2. Partner with providers of special needs housing and homelessness prevention when aligned with WPHA mission and vision
3. Advocate for permanent housing and services
4. Consider preferences for homeless families participating in permanent housing service programs
5. Re-evaluate admissions criteria for the hardest to house while maintaining Fair Housing standards and community safety priorities
6. Advocate for intervention alternatives to eviction for mental health issues and,

WHEREAS, preferences for persons in special circumstances serve the means of meeting such goals as confirmed in the Winter Park Housing Authority's Five Year Plan, and

WHEREAS, the Admissions and Continued Occupancy Policy (ACOP) has been amended to reflect the desired changes as Attachment A, herein incorporated by reference, and

WHEREAS, applicants involved in programs that offer case management and other supportive services that facilitate permanent housing, and

WHEREAS, it is the desire of the Board of Commissioners to establish a preference for applicants participating in recognize permanent housing programs offering case management services such as offered through Wounded Warriors, Homeless Services Network and the U.S. Veterans' Administration, and

WHEREAS, such a preference will be considered equal to other currently established preferences.

(continue to signature page)



4. Orlando Housing Authority MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between Homeless Services Network of Central Florida, (hereinafter referred to as “HSN”), and Orlando Housing Authority, (hereinafter referred to as “OHA”).

In consideration of mutual promises made, the parties agree as follows:

I. PURPOSE OF MOU

The purpose of this MOU is to establish the parties’ intention to mutually agree and coordinate services between HSN and OHA to provide a supported path from homelessness to permanent and affordable housing for homeless individuals/families in the Orlando/Orange County area.

II. GOALS OF MOU

- A. To provide a coordinated system for delivering affordable housing and supportive services to HSN and Continuum of Care clients.
- B. To ensure to the maximum extent possible that HSN and Continuum of Care clients, referred to OHA for housing assistance, receive the support they need to comply with relevant Housing Choice Voucher (“HCV”) and City of Orlando Tenant Based Rental Assistance (TBRA) Program requirements.
- C. To determine areas of responsibility so as to maximize the rapid and efficient provision of housing and supportive services of HSN and Continuum of Care clients participating in the City of Orlando Tenant Based Rental Assistance Program.

III. TERM OF MOU

This MOU shall become effective upon being signed by all parties and shall remain in effect for a period of **four (4)** years, unless earlier terminated. Each party shall have the right to terminate this MOU with a thirty (30) calendar days written notice to the other parties.

IV. AGREEMENTS AND RESPONSIBILITIES

- A. **HSN** hereby agrees to the following general obligations:
 - 1. Collect documentation and verify client’s homeless status. Documentation will include; birth certificates, social security cards and photo ID,
 - 2. Complete criminal background check,
 - 3. Collect release of information waiver from client, which permits the sharing of client information between OHA, HSN;

4. Determine if the client is eligible for program participation,
5. Refer client to OHA for intake process for the HCV/TBRA program;
6. Provide HSN client housing assistance, within limits of available funding, to find units that comply with Housing Quality Standards ("HQS") and HCV program Payment Standards established and periodically updated by OHA;
7. Support client's transition from homelessness to being housed;
8. Provide the client ongoing supportive services including but not limited to voluntary case management to help ensure HCV/TBRA program and lease compliance;
9. Supportive services will include monitoring tenant paid utilities to make sure they are on at all times, including but limited to providing funds to pay utilities when those funds are available,
10. Notify OHA if client becomes non-compliant with service plan or other requirements of supportive service provision as appropriate;
11. Enter data into Homeless Management Information Services ("HMIS") and any additional mutually agreed upon collection tools; and
12. Participate in any OHA and/or OHA-approved third party research efforts related to partnership.

B. OHA hereby agrees to the following general obligations:

1. Provide an appropriate number of vouchers consistent with the City of Orlando Tenant Based Rental Assistance Program's intent, the OHA Administrative plan. The number of vouchers is subject to available funding from the City of Orlando,.
2. Process pre-applications for referred clients in accordance with OHA's Administrative Plan for Section 8 Programs and all other relevant U.S. Department of Housing and Urban Development ("HUD") regulations, guidelines, and requirements;
3. Provide Housing Assistance Payments ("HAPs") to landlords on behalf of client in accordance with OHA's Administrative Plan for Section 8 Programs and all other relevant HUD regulations, guidelines, and requirements;
4. Notify HSN if OHA becomes aware or discovers that client is in violation of HCV program rules or the client's lease;
5. Participate in any HSN approved third party research efforts related to partnership, and
6. Provide as requested by HSN reports regarding the value of voucher payments made on behalf of clients under HAP agreements for the purpose of utilizing such amounts for matching requirements.

V. MISCELLANEOUS

Assignment. This MOU shall not be assignable by any participating agency, nor shall any of the participating agencies' interest be assignable, except upon written consent of the other participating agencies.

Interpretation and Governing Law. This MOU shall not be construed against the party who prepared it but shall be construed as though prepared by all parties. This MOU shall be

construed, interpreted, and governed by the laws of the State of Florida. Venue is in Orlando, Orange County Florida.

Severability. If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this MOU and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this MOU.

Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

Notices. Service of all notices under this contract shall be sufficient if given personally or mailed to the party involved at its respective address herein set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid. Notices delivered in person shall be deemed communicated at the time of actual delivery.

The contact person of **HSN** will be:

Jennifer Taylor
Best Practices Director

jennifer.taylor@hsncfl.org
407-893-0133 x.602
2828 Edgewater Drive
Orlando, FL 32804

The contact person of the **OHA** will be:

Vivian Bryant, Esq.
President/CEO
City of Orlando Tenant Based Rental Assistance (TBRA) Program
Orlando Housing Authority
390 North Bumby Avenue
Orlando, FL 32803
Phone: 407-895-3300
(FAX 407-514-2407)

Modification of MOU. This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

Headings. The headings in this MOU are inserted for convenience only and shall not be used to define, limit or describe the scope of this MOU or any of the obligations herein.

Warranty of Good Standing and Authority. Each participating agency represents and warrants to the other agencies that it has all necessary authority for the undertaking of its obligations under this MOU.

Non-Discrimination. In the performance of this MOU, the parties agree that they will not discriminate against any person because of race, color, religion, sex, national origin, age, or disabilities as defined in the Americans with Disabilities Act.

Independent Contractor. Each participating agency is not an employee of the other participating agencies. Nothing contained in this MOU will be deemed or construed to create an employee/employer relationship between the participating agencies. Each agency will have no authority to create any obligation or make representations or warranty binding on the other agencies. All personnel supplied or used by a named participating agency in connection with this MOU will be deemed employees, agents, or subcontractors of that named participating agency alone and will not be considered employees, agents or subcontractors of the other agencies for any purpose whatsoever. Each participating agency alone is responsible for its work, direction, compensation and personal conduct. Nothing included in any provision of this MOU shall impose any liability or duty upon any participating agency in any capacity whatsoever, or make any participating agency liable for the acts, omissions, liabilities, or obligations, of whatsoever nature, of another participating agency or its personnel.

Final Agreement. This MOU constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

Disputes. In the event of any controversy, claim, or dispute between the parties affecting or relating to the subject matter or the performance of this MOU, the parties agree to attempt to resolve any controversies, claims or disputes between or among them through the Orange County Dispute Resolution Center. If a controversy, claim, or dispute cannot be resolved by said process, a party may pursue its claims as allowed by law.

No Third Party Beneficiaries. This MOU is solely for the benefit of the named parties hereto and no other person or entity shall have any rights hereunder or any right to bring an action hereon. There are no third party beneficiaries of this MOU.

Limit of Appropriations. Prior to execution of the MOU, _____ has advised _____ and OHA clearly understand and agree, such understanding and agreement being of the absolute essence of the MOU, that _____ has certified no funds for its performance under the MOU.

Executed in Orlando, Orange County, Florida this the ____ day of _____, 2016.

1. _____ 3/2/16
Authorized organization signature Date
Martha Are
Printed Name

For: Homeless Services Network of Central Florida

2. _____ 3/7/16
Authorized organization signature Date
Printed Name

For: OHA
Name of organization