



**Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation**

Meeting Date: November 13, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve Neighborhood Stabilization Program Contract No. 77090000157, Amendment No. 4.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Budget Manager/854-9066



RECEIVED

12 OCT 25 PM 2:05

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

BOARD MEMBERS

J. Paul Oser, *Chair*
Tom H. Gann, *Vice Chair*
Leslie Bingham-Escareño
Lowell A. Keig
Juan S. Muñoz, PhD
J. Mark McWatters

Rick Perry
GOVERNOR

October 24, 2012

Samuel T. Biscoe
President
Travis County Housing Finance Corporation
314 W. 11th St., Ste. 540
Austin, Texas 78701

RE: NSP CONTRACT #77090000157, AMENDMENT NO. 4

Dear Mr. Biscoe:

Enclosed please find your NSP Contract Amendment No. 4. This is an amendment to Exhibit C, "Milestones and Thresholds".

Amendment No. 4 was requested and processed in accordance with the requirements of Section 16, Changes and Amendments, Paragraph D, of the Texas NSP Contract.

If you should have any questions or concerns, please do not hesitate to contact me or Sue Nance at sue.nance@tdhca.state.tx.us or phone number 512.936.7741.

Sincerely,

Marni Holloway,
Texas NSP Director



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

TEXAS NEIGHBORHOOD STABILIZATION PROGRAM

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

AMENDMENT NO. 4 ("Fourth Amendment")

Section 1.

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas ("Department") and the Travis County Housing Finance Corporation, a Texas Housing Finance Corporation ("Contractor"), hereinafter collectively referred to as "Parties", do hereby contract and agree to amend Contract No. 77090000157 ("Contract"), executed by the Parties to be effective on September 1, 2009, as amended by Amendment No. 1 ("First Amendment") executed by Parties on or about August 30, 2010, and Amendment No. 2 ("Second Amendment") executed by Parties on or about December 13, 2010, and Amendment No. 3 ("Third Amendment") executed by Parties on or about February 8, 2012.

Section 2.

Under the authority described in Section 16 of the Contract and under 10 TAC Section 9.4, and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to further amend the Contract in the manner provided herein below:

1. Section 2, Contract Period, of the Contract is hereby amended to read as follows: "This Contract shall commence on September 1, 2009 (Start Date), and shall terminate on December 31, 2012 (End Date), unless otherwise specifically provided by the terms of this Contract."
2. Exhibit C to the Contract, "Milestones and Thresholds", is replaced in its entirety with the attached Exhibit C consisting of 1 page.

Section 3.

This Fourth Amendment is executed on the date that it is signed on behalf of the Department by its duly authorized representative but effective as of June 30, 2012, the date by which the Contract would have expired by its terms but for this Fourth Amendment and that this Fourth Amendment memorializes the agreement of the Parties, as amended hereby, has been in effect since its original execution without lapse, it being the mutual intent of the Parties that this be the case. The Parties' mutual assent to be bound as of June 30, 2012 from above in this section is further memorialized by the numerous correspondences since June 30, 2012 and by authorized action by the Department's Governing Board on July 10, 2012.

Section 4.

Except as amended hereby, the terms of the Contract as amended by First, Second and Third Amendment identified in Section 1, shall remain in effect as therein set forth and will continue to govern except to the extent that said terms conflict with the terms of this Fourth Amendment, and the Contractor hereby acknowledges and reaffirms its liability there under. In the event of an inconsistency between this Fourth Amendment and the terms of the Contract as amended by First, Second and Third Amendment, this Fourth Amendment shall govern.

Section 5.

This Fourth Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

Section 6.

If either of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or electronic transmission to be its original signature.

Section 7.

By signing this Fourth Amendment, the Parties hereto expressly understand and agree that this Fourth Amendment shall become a part of the Contract identified above in Section 1 above as amended as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE JUNE 30, 2012:

Travis County Housing Finance Corporation, a Texas Housing Finance Corporation

By: _____
Name: Samuel T. Biscoe
Title: President
Date: _____

THIS FOURTH AMENDMENT IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

APPROVED AND ACCEPTED ON BEHALF OF:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: _____
Name: _____
Its: Duly authorized officer or representative
Date: _____

EXHIBIT C, Amendment # 4

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

MILESTONES AND THRESHOLDS

All Acquisition 100% Obligated	May 30, 2011
All addresses (activities) set up in system	November 15, 2011
Contract 100% Expended (including audit and reserves)	December 31, 2012
All properties in eligible use	December 31, 2012
Loan Repayment begins (if properties not put into eligible use)	December 31, 2012

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

TEXAS NEIGHBORHOOD STABILIZATION PROGRAM

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

AMENDMENT NO. 4 ("Fourth Amendment")

Section 1.

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas ("Department") and the Travis County Housing Finance Corporation, a Texas Housing Finance Corporation ("Contractor"), hereinafter collectively referred to as "Parties", do hereby contract and agree to amend Contract No. 77090000157 ("Contract"), executed by the Parties to be effective on September 1, 2009, as amended by Amendment No. 1 ("First Amendment") executed by Parties on or about August 30, 2010, and Amendment No. 2 ("Second Amendment") executed by Parties on or about December 13, 2010, and Amendment No. 3 ("Third Amendment") executed by Parties on or about February 8, 2012.

Section 2.

Under the authority described in Section 16 of the Contract and under 10 TAC Section 9.4, and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to further amend the Contract in the manner provided herein below:

1. Section 2, Contract Period, of the Contract is hereby amended to read as follows: "This Contract shall commence on September 1, 2009 (Start Date), and shall terminate on December 31, 2012 (End Date), unless otherwise specifically provided by the terms of this Contract."
2. Exhibit C to the Contract, "Milestones and Thresholds", is replaced in its entirety with the attached Exhibit C consisting of 1 page.

Section 3.

This Fourth Amendment is executed on the date that it is signed on behalf of the Department by its duly authorized representative but effective as of June 30, 2012, the date by which the Contract would have expired by its terms but for this Fourth Amendment and that this Fourth Amendment memorializes the agreement of the Parties, as amended hereby, has been in effect since its original execution without lapse, it being the mutual intent of the Parties that this be the case. The Parties' mutual assent to be bound as of June 30, 2012 from above in this section is further memorialized by the numerous correspondences since June 30, 2012 and by authorized action by the Department's Governing Board on July 10, 2012.

Section 4.

Except as amended hereby, the terms of the Contract as amended by First, Second and Third Amendment identified in Section 1, shall remain in effect as therein set forth and will continue to govern except to the extent that said terms conflict with the terms of this Fourth Amendment, and the Contractor hereby acknowledges and reaffirms its liability there under. In the event of an inconsistency between this Fourth Amendment and the terms of the Contract as amended by First, Second and Third Amendment, this Fourth Amendment shall govern.

Section 5.

This Fourth Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

Section 6.

If either of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or electronic transmission to be its original signature.

Section 7.

By signing this Fourth Amendment, the Parties hereto expressly understand and agree that this Fourth Amendment shall become a part of the Contract identified above in Section 1 above as amended as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE JUNE 30, 2012:

Travis County Housing Finance Corporation, a Texas Housing Finance Corporation

By: _____
Name: Samuel T. Biscoe
Title: President
Date: _____

THIS FOURTH AMENDMENT IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

APPROVED AND ACCEPTED ON BEHALF OF:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: _____
Name: _____
Its: Duly authorized officer or representative
Date: _____

EXHIBIT C, Amendment # 4

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

MILESTONES AND THRESHOLDS

All Acquisition 100% Obligated	May 30, 2011
All addresses (activities) set up in system	November 15, 2011
Contract 100% Expended (including audit and reserves)	December 31, 2012
All properties in eligible use	December 31, 2012
Loan Repayment begins (if properties not put into eligible use)	December 31, 2012