

From: [Bill Aldinger](#)
To: smonlyn@calhouncountygov.com
Cc: dmorgan@arpc.org; [Robert Dearduff](#); [Cameka Gardner](#); [Jenny Marshall](#)
Subject: Florida Housing's Approval of Hurricane Housing Recovery Program (HHRP) Expenditure Extension Request
Date: Tuesday, March 8, 2022 2:09:42 PM

Dear Commissioner Monlyn:

Florida Housing is in receipt of the Calhoun County's expenditure extension request for the 2019/2020 fiscal year allocation of Hurricane Housing Recovery Program (HHRP) funds received via email on March 4, 2022. Based on the information and reasons provided within your request, we find that an extension to June 30, 2024 is warranted. We believe this will allow time for the county to complete the HHRP activities for this funding year. Florida Housing and our technical assistance provider, the Florida Housing Coalition, are both ready to assist in any way to ensure this deadline is met.

Please contact Robert Dearduff at Robert.Dearduff@floridahousing.org if you have any questions. I have also copied Mr. Morgan with the ARPC . Thank you.

Sincerely,
Bill Aldinger
Managing Director of Policy and Special Programs
Florida Housing Finance Corporation
(850) 488-4197

**SIXTH AMENDMENT
TO AGREEMENT NUMBER 046-2019**

THIS SIXTH AMENDMENT (“Amendment”) to AGREEMENT NUMBER 046-2019 is entered into and effective upon the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS (“Grantee”).

RECITALS

- A. Florida Housing and Grantee entered into Agreement Number 046-2019, dated October 7, 2019, (“Agreement”) wherein Grantee agreed to participate in the Hurricane Housing Recovery Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The initial term of the Agreement is from October 7, 2019 and ending September 15, 2022.
- C. Florida Housing and Grantee wish to amend the Agreement, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

- 1. Exhibit B is hereby deleted in its entirety and replaced with the following.

EXHIBIT "B"
HURRICANE HOUSING REPAIR PROGRAM STRATEGIES:

A. Purchase Assistance	2
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1. Summary of Strategy: The Purchase Assistance Strategy is created to assist income-eligible first-time homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, or condominiums.
2. Fiscal Years Covered: 2019-2020
3. Income Categories to be served: Very low, low and moderate income.
4. Maximum award: \$40,000
5. Terms:
 - a. Repayment loan/deferred loan/grant: Loans will be a deferred payment loan secured by a promissory note and mortgage for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of Court.
 - b. Interest Rate: 0%
 - c. Years in loan term: Twenty (20) for funds of \$20,000 to \$40,000
Ten (10) for funds of \$10,000 to \$20,000
Five (5) for funds \$10,000 or below
 - d. Forgiveness: Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence.
 - e. Repayment: Not required if loan is in good standing.
 - f. Default: If default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs when the assisted property is sold, transferred refinanced or converted to other than owner-occupied use at which time the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums secured by the security instrument will be satisfied. Recipients of HHRP awards will be required to contractually commit to program guidelines.
6. Recipient Selection Criteria: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the

waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan. A completed application is defined as having all needed paperwork submitted in full. An eligible applicant is defined as a household that meets all requirements to be in the HHRP program and has a completed application on record.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: All strategies will serve households meeting the definition of Special Needs first. Several types of special needs households are listed in section 420.0004 of the Florida Statutes as: an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition under s. 420.0004(7), Florida Statutes; a young adult formerly in foster care who is eligible for services under s.409.1451 (5); a survivor of domestic violence as described in s.741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veteran's disability benefits.

If there are HHRP eligible applicants that are currently residing in FEMA temporary housing units from the FEMA Direct Housing Program, these households will become priority for assistance and be served before all other eligible applicants and priority funding groups.

The following reflects the selection process and priority in which households will be served. Within each of the ranking priorities (Special Needs Households, FEMA Temporary Housing, etc.) service will be provided first to eligible households that meet the qualifications of Very Low Income, then Low Income, then Moderate Income. If there are multiple eligible applicants that are within one of the income brackets, assistance will be given to the households in an order that is consistent with the date completed application was submitted.

Funding and assistance for the project will be split equally among the five County Commission Districts as decided by the Board of County Commissioners of Calhoun County.

Ranking Priority per District shall be:

- a. FEMA Temporary Housing Applicants (if applicable)

- b. Special Needs Households
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income

- c. Remaining Eligible Applicants
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income

When the above-mentioned ranking priority groups are assisted, all remaining eligible applicants in the district will be served based in order consistent with the date completed applications were received. Overall, priority will still be given to eligible applicants in a lower income bracket.

If funds are remaining in a county commission district once all above criteria are met, the remaining funds will be transferred to the district with the largest number of eligible applicants still needing assistance.

- 7. Sponsor/Developer Selection Criteria: N/A
- 8. Additional Information: Applicants utilizing this strategy can also qualify due to the following eligible reasons: reductions of work hours, temporary loss of employment, sudden medical expenses, divorce or separation, death in family, unforeseen emergency repair bills or predatory lending. These eligible reasons can be considered for eligibility in place of first-time homebuyer status.
- 9. Other programs which will be used as leverage with HHRP funds under this strategy are as follows: Private lending institutions and other funding sources as they become available from time to time.

B. Owner-Occupied Housing Rehabilitation	3
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- 1. Summary of Strategy: The purpose of this strategy is to provide Housing Rehabilitation assistance to eligible households who own and reside in dwellings, which do not meet the standards of decent and sanitary housing. This strategy has as its objective the upgrading of the existing housing stock within the County's HUD Housing Quality Standards (HQS).
- 2. Fiscal Years Covered: 2019-2020
- 3. Income Categories to be served: Very low, low and moderate income.
- 4. Maximum award: \$80,000
- 5. Terms:
 - a. Repayment loan/deferred loan/grant: Loans will be a deferred payment loan secured by a mortgage for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of Court.
 - b. Interest Rate: 0%

- c. Years in loan term: 15
 - d. Forgiveness: Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence.
 - e. Repayment: Not required if loan is in good standing.
 - f. Default: If default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs when the assisted property is sold, transferred refinanced or converted to other than owner-occupied use at which time the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums secured by the security instrument will be satisfied. Recipients of HHRP awards will be required to contractually commit to program guidelines.
6. Recipient Selection Criteria: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan. A completed application is defined as having all needed paperwork submitted in full. An eligible applicant is defined as a household that meets all requirements to be in the HHRP program and has a completed application on record.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: All strategies will serve households meeting the definition of Special Needs first. Several types of special needs households are listed in section 420.0004 of the Florida Statutes as: an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition under s. 420.0004(7), Florida Statutes; a young adult formerly in foster care who is eligible for services under s.409.1451 (5); a survivor of domestic violence as described in s.741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veteran's disability benefits.

If there are HHRP eligible applicants that are currently residing in FEMA temporary housing units from the FEMA Direct Housing Program, these households will become priority for assistance and be served before all other eligible applicants and priority funding groups.

The following reflects the selection process and priority in which households will be served. Within each of the ranking priorities (Special Needs Households, FEMA Temporary Housing, etc.) service will be provided first to eligible households that meet the qualifications of Very Low Income, then Low Income, then Moderate Income. If there are multiple eligible applicants that are within one of the income brackets,

assistance will be given to the households in an order that is consistent with the date completed application was submitted.

Funding and assistance for the project will be split equally among the five County Commission Districts as decided by the Board of County Commissioners of Calhoun County.

Ranking Priority per District shall be:

- a. FEMA Temporary Housing Applicants (if applicable)
- b. Special Needs Households
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income
- c. Remaining Eligible Applicants
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income

When the above-mentioned ranking priority groups are assisted, all remaining eligible applicants in the district will be served based in order consistent with the date completed applications were received. Overall, priority will still be given to eligible applicants in a lower income bracket.

If funds are remaining in a county commission district once all above criteria are met, the remaining funds will be transferred to the district with the largest number of eligible applicants still needing assistance.

- 7. Sponsor/Developer Selection Criteria: N/A
- 8. Additional Information: N/A

C. Demolition/Reconstruction	4
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- 1. Summary of Strategy: This strategy will provide replacement housing, via placement of manufactured housing, for homes (including mobile, manufactured and stick-built homes) that are unfeasible for rehabilitation. Mobile homes, manufactured homes, and stick-built homes will not be eligible for assistance unless the owner agrees that the existing home structure will be removed from the site. New manufactured housing units may be used for home replacement. The replacement mobile home must be placed on the applicant's land identified on the application and verified by County/Housing staff. This strategy will not be used for new construction of stick-built homes.
- 2. Fiscal Years Covered: 2019-2020
- 3. Income Categories to be served: Very low, low and moderate income.

4. Maximum award: \$120,000
5. Terms:
 - a. Repayment loan/deferred loan/grant: Deferred loan secured by a mortgage.
 - b. Interest Rate: 0%
 - c. Years in loan term: 15
 - d. Forgiveness: Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence.
 - e. Repayment: Not required if loan is in good standing.
 - f. Default: default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs when the assisted property is sold, transferred, refinanced, or converted to other than owner- occupied use prior to the expiration of 15 years, the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums will be satisfied. Recipients of HHRP awards will be required to contractually commit to program guidelines.
6. Recipient Selection Criteria: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan. A completed application is defined as having all needed paperwork submitted in full. An eligible applicant is defined as a household that meets all requirements to be in the HHRP program and has a completed application on record.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: All strategies will serve households meeting the definition of Special Needs first. Several types of special needs households are listed in section 420.0004 of the Florida Statutes as: an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition under s. 420.0004(7), Florida Statutes; a young adult formerly in foster care who is eligible for services under s.409.1451 (5); a survivor of domestic violence as described in s.741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veteran's disability benefits.

If there are HHRP eligible applicants that are currently residing in FEMA temporary housing units from the FEMA Direct Housing Program, these households will become priority for assistance and be served before all other eligible applicants and priority funding groups.

The following reflects the selection process and priority in which households will be served. Within each of the ranking priorities (Special Needs Households, FEMA Temporary Housing, etc.) service will be provided first to eligible households that meet the qualifications of Very Low Income, then Low Income, then Moderate Income. If there are multiple eligible applicants that are within one of the income brackets, assistance will be given to the households in an order that is consistent with the date completed application was submitted.

Funding and assistance for the project will be split equally among the five County Commission Districts as decided by the Board of County Commissioners of Calhoun County.

Ranking Priority per District shall be:

- a. FEMA Temporary Housing Applicants (if applicable)
- b. Special Needs Households
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income
- c. Remaining Eligible Applicants
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income

When the above-mentioned ranking priority groups are assisted, all remaining eligible applicants in the district will be served based in order consistent with the date completed applications were received. Overall, priority will still be given to eligible applicants in a lower income bracket.

If funds are remaining in a county commission district once all above criteria are met, the remaining funds will be transferred to the district with the largest number of eligible applicants still needing assistance.

7. Sponsor/Developer Selection Criteria: N/A

8. Additional Information:

- a. No owner-occupied dwellings will be subject to condemnation. Only those dwellings occupied by eligible homeowners wishing to participate in a voluntary demolition will be considered qualified for replacement.

- b. Homeowner has owned and occupied the dwelling to be demolished for not less than 360 days prior to must have owned and occupied the unit on the day of Hurricane Michael in 2018 and has maintained ownership and occupancy (unless damage to home did not allow for continued occupancy) until execution of such an agreement.
- c. Homeowners assisted under this strategy will be encouraged to obtain temporary housing of their own.

D. Foreclosure Prevention/Mortgage Assistance	7
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1. Summary of Strategy: This strategy is designed to provide assistance to applicants who are delinquent in their mortgage payments, but whose homes have not yet had a foreclosure sale date set. Single-family, townhouse and condominium units are eligible. All households receiving HHRP assistance must be the primary residence of the recipient. To qualify, the household must have experienced an economic hardship must be through no fault of their own. All workout options through the lender must be exhausted before assistance will be approved. To be eligible, applicant must provide proof of hardship. to demonstrate this, the applicant must provide a letter of separation or notice of salary level change, a layoff notice, or other written documents verifying hardship. To qualify for consideration applicants must be no less than three (3) months delinquent or no more than \$5,000. Delinquent on their mortgage payments, have received foreclosure documents from lender, or at the discretion of the Calhoun County Housing Department.
2. Fiscal Years Covered: 2019-2020
3. Income Categories to be served: Very low, low and moderate income.
4. Maximum award: \$5,000
5. Terms:
 - a. Repayment loan/deferred loan/grant: Deferred loan secured by a mortgage.
 - b. Interest Rate: 0%
 - c. Years in loan term: 2
 - d. Forgiveness: Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence.
 - e. Repayment: Not required if loan is in good standing.
 - f. Default: The loan will be considered in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as a

primary residence. If any of these occur, the outstanding balance will become due and payable.

In the event that the sole owner or all owners executing the loan are deceased during the two-year term, the agreement shall be considered satisfied and will no longer constitute a lien against the property.

6. Recipient Selection Criteria: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan. A completed application is defined as having all needed paperwork submitted in full. An eligible applicant is defined as a household that meets all requirements to be in the HHRP program and has a completed application on record.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: All strategies will serve households meeting the definition of Special Needs first. Several types of special needs households are listed in section 420.0004 of the Florida Statutes as: an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition under s. 420.0004(7), Florida Statutes; a young adult formerly in foster care who is eligible for services under s.409.1451 (5); a survivor of domestic violence as described in s.741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veteran's disability benefits.

If there are HHRP eligible applicants that are currently residing in FEMA temporary housing units from the FEMA Direct Housing Program, these households will become priority for assistance and be served before all other eligible applicants and priority funding groups.

The following reflects the selection process and priority in which households will be served. Within each of the ranking priorities (Special Needs Households, FEMA Temporary Housing, etc.) service will be provided first to eligible households that meet the qualifications of Very Low Income, then Low Income, then Moderate Income. If there are multiple eligible applicants that are within one of the income brackets, assistance will be given to the households in an order that is consistent with the date completed application was submitted.

Funding and assistance for the project will be split equally among the five County Commission Districts as decided by the Board of County Commissioners of Calhoun County.

Ranking Priority per District shall be:

- a. FEMA Temporary Housing Applicants (if applicable)

- b. Special Needs Households
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income

- c. Remaining Eligible Applicants
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When the above-mentioned ranking priority groups are assisted, all remaining eligible applicants in the district will be served based in order consistent with the date completed applications were received. Overall, priority will still be given to eligible applicants in a lower income bracket.

If funds are remaining in a county commission district once all above criteria are met, the remaining funds will be transferred to the district with the largest number of eligible applicants still needing assistance.

- 9. Sponsor/Developer Selection Criteria: N/A

- 10. Additional Information: N/A

- 11. Other programs which will be used as leverage with HHRP funds under this strategy are as follows: Private lending institutions and other funding sources as they become available from time to time.

E. Land Acquisition and Construction	9, 10
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- 1. Summary of Strategy: This strategy is designed to facilitate the acquisition of vacant land that will be developed for affordable housing for income-eligible households. Mobile homes, manufactured homes, and stick-built homes will not be eligible for assistance unless the owner agrees that the existing home structure will be removed from the site. This strategy will not be used for new construction of stick-built homes. Only new manufactured housing units may be used for home replacement on newly purchased land.

- 2. Fiscal Years Covered: 2019-2020

- 3. Income Categories to be served: Very low, low and moderate income.

- 4. Maximum award: \$120,000

- 5. Terms:
 - a. Repayment loan/deferred loan/grant: Loans will be a deferred payment loan secured by a promissory note and mortgage.

- b. Interest Rate: 0% (homebuyer)
 - c. Years in loan term: 15
 - d. Forgiveness: Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence through the term of the loan.
 - e. Repayment: Not required if loan is in good standing.
 - f. Default: If default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs when the assisted property is sold, transferred refinanced or converted to other than owner-occupied use at which time the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums secured by the security instrument will be satisfied. Recipients of HHRP awards will be required to contractually commit to program guidelines.
6. Recipient Selection Criteria: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan. A completed application is defined as having all needed paperwork submitted in full. An eligible applicant is defined as a household that meets all requirements to be in the HHRP program and has a completed application on record.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: All strategies will serve households meeting the definition of Special Needs first. Several types of special needs households are listed in section 420.0004 of the Florida Statutes as: an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition under s. 420.0004(7), Florida Statutes; a young adult formerly in foster care who is eligible for services under s.409.1451 (5); a survivor of domestic violence as described in s.741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veteran's disability benefits.

If there are HHRP eligible applicants that are currently residing in FEMA temporary housing units from the FEMA Direct Housing Program, these households will become priority for assistance and be served before all other eligible applicants and priority funding groups.

The following reflects the selection process and priority in which households will be served. Within each of the ranking priorities (Special Needs Households, FEMA Temporary Housing, etc.) service will be provided first to eligible households that meet

the qualifications of Very Low Income, then Low Income, then Moderate Income. If there are multiple eligible applicants that are within one of the income brackets, assistance will be given to the households in an order that is consistent with the date completed application was submitted.

Funding and assistance for the project will be split equally among the five County Commission Districts as decided by the Board of County Commissioners of Calhoun County.

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- b. Special Needs Households
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When the above-mentioned ranking priority groups are assisted, all remaining eligible applicants in the district will be served based in order consistent with the date completed applications were received. Overall, priority will still be given to eligible applicants in a lower income bracket.

If funds are remaining in a county commission district once all above criteria are met, the remaining funds will be transferred to the district with the largest number of eligible applicants still needing assistance.

10. Sponsor/Developer Selection Criteria: N/A

11. Additional Information: N/A

12. Other programs which will be used as leverage with HHRP funds under this strategy are as follows: Private lending institutions and other funding sources as they become available from time to time.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this SIXTH AMENDMENT to Agreement Number 046-2019, by a duly authorized representative, effective upon the date the last party signs.

CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Manley

Name/Title: Scott Manley / Chairman

Date: 11-2-21

FEIN: 59-6000538

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown/General Counsel

Date: 2-7-22

**FIFTH AMENDMENT
TO AGREEMENT NUMBER 046-2019**

THIS FIFTH AMENDMENT (“Amendment”) to AGREEMENT NUMBER 046-2019 is entered into and effective upon the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS (“Grantee”).

RECITALS

- A. Florida Housing and Grantee entered into Agreement Number 046-2019, dated October 7, 2019, (“Agreement”) wherein Grantee agreed to participate in the Hurricane Housing Recovery Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The initial term of the Agreement is from October 7, 2019 and ending September 15, 2022.
- C. Florida Housing and Grantee wish to amend the Agreement, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

1. Exhibit B, Item A.e.3., is deleted in its entirety, and replaced with the following;

- 3. Years in Loan Term:
 - a. Twenty (20) years for funds \$20,000 to \$40,000
 - b. Ten (10) years for funds \$10,000 to \$20,000
 - c. Five (5) years for funds \$10,000 or below

2. Exhibit B, Item A.h., is deleted in its entirety, and replaced with the following:

h. Additional Information: Applicants utilizing this strategy can also qualify due to the following eligible reasons: reduction of work hours, temporary loss of employment, sudden medical expenses, divorce or separation, death in family, unforeseen emergency repair bills or predatory lending. These eligible reasons can be considered for eligibility in place of first-time homebuyer status.

3. Exhibit B, Item A.i., is hereby created;

i. Other programs which will be used as leverage with HHRP funds under this strategy are as follows: Private lending institutions and other funding sources as they become available from time to time.

4. Exhibit B, Item B.d., is deleted in its entirety, and replaced with the following:

d. Maximum Award: \$60,000

5. Exhibit C is deleted in its entirety, and replaced with the following:

EXHIBIT "C"

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
Hurricane Housing Recovery Program												
Name of Local Government: Calhoun County												
Allocation as Provided by FHFC: \$ 5,135,000												
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
Homeownership												
2	Purchase Assistance	Yes	2	\$40,000	1	\$40,000	1	\$40,000	\$160,000.00	\$0.00	\$160,000.00	4
3	Owner-Occupied Housing Rehabilitation	Yes	9	\$90,000	10	\$90,000	6	\$80,000	\$2,000,000.00	\$0.00	\$2,000,000.00	25
4	Demolition/Reconstruction	Yes	3	\$120,000	3	\$120,000	1	\$120,000	\$840,000.00	\$0.00	\$840,000.00	7
7	Foreclosure Prevent/Mortgage Assistance	No	1	\$5,000	1	\$5,000	1	\$5,000	\$0.00	\$15,000.00	\$15,000.00	3
9, 10	Land Acquisition and Construction	Yes	3	\$150,000	4	\$150,000	2	\$150,000	\$1,350,000.00	\$0.00	\$1,350,000.00	9
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		18		19		11		\$4,350,000.00	\$15,000.00	\$4,365,000.00	48
Purchase Price Limits:			New	\$ 150,000	Existing	\$ 120,000						
			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees			\$ 770,000	15%		OK					
	Home Ownership Counseling			\$ -								
	Total All Funds			\$ 5,135,000	OK							

Set-Asides			
Percentage Construction/Rehab (75% requirement)		84.7%	OK
Homeownership % (65% requirement)		85.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 1,615,000	31.5%	OK
Low Income (30% requirement)	\$ 1,805,000	35.2%	OK
Moderate Income	\$ 945,000	18.4%	

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIFTH AMENDMENT to Agreement Number 046-2019, by a duly authorized representative, effective upon the date the last party signs.

CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Monlyn

Name/Title: Scott Monlyn, BOCC Chairman

Date: 4-26-21

FEIN: 596000538

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown/General Counsel

Date: 4-27-21

**FOURTH AMENDMENT
TO AGREEMENT NUMBER 046-2019**

THIS FOURTH AMENDMENT (“Amendment”) to AGREEMENT NUMBER 046-2019 is entered into and effective upon the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS (“Grantee”).

RECITALS

- A. Florida Housing and Grantee entered into Agreement Number 046-2019, dated October 7, 2019, (“Agreement”) wherein Grantee agreed to participate in the Hurricane Housing Recovery Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The initial term of the Agreement is from October 7, 2019 and ending September 15, 2022.
- C. Florida Housing and Grantee wish to amend the Agreement, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

a. Exhibit B, Item C.e.3., is deleted in its entirety, and replaced with the following;

3. Years in Loan Term: 15

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FOURTH AMENDMENT to Agreement Number 046-2019, by a duly authorized representative, effective upon the date the last party signs.

CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Monlyn

Name/Title: Scott Monlyn, Chairman BOCC

Date: 2-16-21

FEIN: 596000538

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brow

Name/Title: Hugh R. Brow/General Counsel

Date: 2-19-21

**THIRD AMENDMENT
TO AGREEMENT NUMBER 046-2019**

THIS THIRD AMENDMENT (“Amendment”) to AGREEMENT NUMBER 046-2019 is entered into and effective upon the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS (“Grantee”).

RECITALS

- A. Florida Housing and Grantee entered into Agreement Number 046-2019, dated October 7, 2019, (“Agreement”) wherein Grantee agreed to participate in the Hurricane Housing Recovery Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The initial term of the Agreement is from October 7, 2019 and ending September 15, 2022.
- C. Florida Housing and Grantee wish to amend the Agreement, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

a. Exhibit B, Item C.a., is deleted in its entirety, and replaced with the following;

a. **Summary of Strategy:** This strategy will provide replacement housing for homes that are unfeasible for rehabilitation, with a priority for those that are owned by the elderly (over age 55). Mobile homes and manufactured homes will not be eligible for assistance unless the owner agrees that the existing mobile/manufactured home will be removed from the site. New manufactured housing units may be used for home replacement.

b. Exhibit C has been deleted in its entirety and replaced with the following:

Exhibit C

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
Hurricane Housing Recovery Program

Name of Local Government:		Calhoun County										
Allocation as Provided by FHFC:		\$ 5,135,000										
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
2	Purchase Assistance	Yes	1	\$40,000	1	\$40,000	1	\$40,000	\$120,000.00	\$0.00	\$120,000.00	3
3	Owner-Occupied Housing Rehabilitation	Yes	10	\$60,000	10	\$60,000	7	\$60,000	\$1,620,000.00	\$0.00	\$1,620,000.00	27
4	Demolition/Reconstruction	Yes	4	\$120,000	3	\$120,000	1	\$120,000	\$960,000.00	\$0.00	\$960,000.00	8
7	Foreclosure Prevent/Mortgage Assistance	No	1	\$5,000	1	\$5,000	1	\$5,000	\$0.00	\$15,000.00	\$15,000.00	3
9, 10	Land Acquisition and Construction	Yes	3	\$150,000	4	\$150,000	4	\$150,000	\$1,650,000.00	\$0.00	\$1,650,000.00	11
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		19		19		14		\$4,350,000.00	\$15,000.00	\$4,365,000.00	52
Purchase Price Limits:			New	\$ 150,000	Existing	\$ 120,000						

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees			\$ 770,000		15%						
	Home Ownership Counseling			\$								
	Total All Funds			\$ 5,135,000								

Set-Asides			
Percentage Construction/Rehab (75% requirement)		89.2%	OK
Homeownership % (65% requirement)		89.5%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 1,575,000	30.7%	OK
Low Income (30% requirement)	\$ 1,605,000	31.3%	OK
Moderate Income	\$ 1,185,000	23.1%	

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to Agreement Number 046-2019, by a duly authorized representative, effective upon the date the last party signs.

CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Monlyn

Name/Title: Scott Monlyn, Chairman

Date: 6/30/2020

FEIN: 596000538

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown

Date: 7-2-20

**SECOND AMENDMENT
TO AGREEMENT NUMBER 046-2019**

THIS SECOND AMENDMENT (“Amendment”) to AGREEMENT NUMBER 046-2019 is entered into and effective upon the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS (“Grantee”).

RECITALS

- A. Florida Housing and Grantee entered into Agreement Number 046-2019, dated October 7, 2019, (“Agreement”) wherein Grantee agreed to participate in the Hurricane Housing Recovery Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The initial term of the Agreement is from October 7, 2019 and ending September 15, 2022.
- C. Florida Housing and Grantee wish to amend the Agreement, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

a. The Agreement is amended by deleting the Recipient Selection Criteria fields within Exhibit B (Items A.f.; B.f.; C.f.; F.f.; G.f.) in their entirety and substituting in its place the following to match the County’s current LHAP:

f. Recipient Selection Criteria: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan. A completed application is defined as having all needed paperwork submitted in full. An eligible applicant is defined as a household that meets all requirements to be in the HHRP program and has a completed application on record.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II of the LHAP: All strategies will serve households meeting the definition of Special Needs first. Several types of special needs households are listed in section 420.0004 of the Florida Statutes as: an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition under s. 420.0004(7), Florida Statutes; a young adult formerly in foster care who is eligible for services under s.409.1451 (5); a survivor of domestic violence as described in s.741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veteran's disability benefits.

If there are HHRP eligible applicants that are currently residing in FEMA temporary housing units from the FEMA Direct Housing Program, these households will become priority for assistance and be served before all other eligible applicants and priority funding groups.

The following reflects the selection process and priority in which households will be served. Within each of the ranking priorities (Special Needs Households, FEMA Temporary Housing, etc.) service will be provided first to eligible households that meet the qualifications of Very Low Income, then Low Income, then Moderate Income. If there are multiple eligible applicants that are within one of the income brackets, assistance will be given to the households in an order that is consistent with the date completed application was submitted.

Funding and assistance for the project will be split equally among the 5 County Commission Districts as decided by the Board of County Commissioners of Calhoun County.

Ranking Priority per District shall be:

1. FEMA Temporary Housing Applicants (if applicable)
2. Special Needs Households
 - a. Very Low Income
 - b. Low Income
 - c. Moderate Income
3. Remaining Eligible Applicants
 - a. Very Low Income
 - b. Low Income
 - c. Moderate Income

When the above-mentioned ranking priority groups are assisted, all remaining eligible applicants in the district will be served based in order consistent with the date completed applications were received. Overall, priority will still be given to eligible applicants in a lower income bracket.

If funds are remaining in a county commission district once all above criteria are met, the remaining funds will be transferred to the district with the largest number of eligible applicants still needing assistance.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Agreement Number 046-2019, by a duly authorized representative, effective upon the date the last party signs.

CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Honey

Name/Title: Chairman

Date: April 30, 2020

FEIN: 5916000538

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown/General Counsel

Date: May 7, 2020

**FIRST AMENDMENT
TO AGREEMENT NUMBER 046-2019**

THIS FIRST AMENDMENT ("Amendment") to AGREEMENT NUMBER 046-2019 is entered into and effective upon the date the last party signs, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS ("Grantee").

RECITALS

- A. Florida Housing and Grantee entered into Agreement Number 046-2019, dated October 7, 2019, ("Agreement") wherein Grantee agreed to participate in the Hurricane Housing Recovery Program. As used herein, "Agreement" shall include within its meaning any modification or amendment to the Agreement.
- B. The initial term of the Agreement is from October 7, 2019 and ending September 15, 2022.
- C. Florida Housing and Grantee wish to amend the Agreement, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

1. The Agreement is amended by deleting the table in Exhibit A in its entirety and substituting in its place the following:

Housing Strategies	Code	In LHAP (Yes/No)
Purchase Assistance	2	No
Owner-Occupied Housing Rehabilitation	3	No
Demolition/Reconstruction	4	No
Foreclosure Prevention/Mortgage Assistance	7	No
Land Acquisition and Construction	9, 10	No

2. The Agreement is amended further by deleting Exhibit C in its entirety and substituting in its place the following:

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
Hurricane Housing Recovery Program												
Name of Local Government:		Calhoun County										
Allocation as Provided by FHFC:			\$ 5,135,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
2	Purchase Assistance	Yes	1	\$40,000	1	\$40,000	1	\$40,000	\$120,000.00	\$0.00	\$120,000.00	3
3	Owner-Occupied Housing Rehabilitation	Yes	9	\$60,000	11	\$60,000	7	\$60,000	\$1,620,000.00	\$0.00	\$1,620,000.00	27
4	Demolition/Reconstruction	Yes	4	\$120,000	3	\$120,000	1	\$120,000	\$960,000.00	\$0.00	\$960,000.00	8
7	Foreclosure Prevent/Mortgage Assistance	No	1	\$5,000	1	\$5,000	1	\$5,000	\$0.00	\$15,000.00	\$15,000.00	3
9, 10	Land Acquisition and Construction	Yes	3	\$150,000	4	\$150,000	4	\$150,000	\$1,650,000.00	\$0.00	\$1,650,000.00	11
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		18		20		14		\$4,350,000.00	\$15,000.00	\$4,365,000.00	52
Purchase Price Limits:			New	\$ 150,000	Existing	\$ 120,000						
			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
Administration Fees			\$	770,000	15%							
Home Ownership Counseling			\$	-								
Total All Funds			\$	5,135,000	OK							
Set-Asides												
Percentage Construction/Rehab (75% requirement)			89.2%	OK								
Homeownership % (65% requirement)			89.5%	OK								
Rental Restriction (25%)			0.0%	OK								
Very-Low Income (30% requirement)			\$ 1,595,000	31.1%	OK							
Low Income (30% requirement)			\$ 1,665,000	32.4%	OK							
Moderate Income			\$ 1,185,000	23.1%								

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.
2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.
5. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 046-2019, by a duly authorized representative, effective upon the date the last party signs.

CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Money

Name/Title: Chairman

Date: January 6, 2020

FEIN: 596000538

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Name/Title: Hugh R. Brown / General Counsel

Date: 1-7-20

HURRICANE HOUSING RECOVERY PROGRAM
FUNDING AGREEMENT

Calhoun County

October 7 7403

THIS FUNDING AGREEMENT is entered into as of ~~July~~ October 7, 2019 by and among CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS ("Grantee"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and, FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Hurricane Michael made landfall in Florida on October 10, 2018, leaving a path of destruction that affected a major portion of Florida's panhandle;

WHEREAS, The Florida Legislature passed legislation that will fund hurricane recovery activities for the Hurricane Housing Recovery Program (HHRP) under the following proviso language:

From the funds in Specific Appropriation 2316A, \$65,000,000 of nonrecurring funds from the Local Government Housing Trust Fund shall be used to fund the Hurricane Housing Recovery Program for eligible counties and municipalities based on Hurricane Michael Federal Emergency Management Agency damage assessment data and population. Hurricane recovery purposes may include, but are not limited to, repair and replacement of housing; assistance to homeowners to pay insurance deductibles; repair, replacement, and relocation assistance for manufactured homes; acquisition of building materials for home repair and construction; housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings; foreclosure eviction prevention, including monthly rental assistance for a limited period of time; or strategies in the approved local housing assistance plan;

WHEREAS, Florida Housing has determined that the existing administrative infrastructure of the SHIP program is well suited as a model to disburse and expend the funds for the HHRP efficiently;

WHEREAS, HHRP funds will be allocated to local governments that have the SHIP administrative infrastructure in place and that are designated as eligible for Individual Assistance pursuant to DR-4399; HHRP funds will be allocated to these local governments based on damage estimates as determined by FEMA;

WHEREAS, it is essential to expediently aid in housing recovery and rehabilitation for citizens displaced or affected by Hurricane Michael, Grantee may expend HHRP funds based on its existing approved SHIP local housing assistance plan inasmuch as it aligns with the goals of HHRP or may amend its existing approved SHIP local housing assistance plan as allowed under this Agreement to align with the goals of HHRP;

WHEREAS, the parties hereto desire to reach agreement to expedite the disbursement and expenditure of HHRP funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

2. Definitions:
 - i. "Administrative Expenditures" means funds, not to exceed 15% of the allocation, expended by Grantee to carry out the activities of HHRP. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs. Other costs counted towards this expenditure must be reasonable and pertain to the management of HHRP.
 - ii. "Affordable" means that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for Eligible Persons or Households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.
 - iii. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Grantee.
 - iv. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Grantee to be earning not more than 140% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
 - v. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under HHRP for the purpose of providing Eligible Housing for Eligible Persons.
 - vi. "Expended" means the affordable housing activity is complete and funds have been paid for the activity. In addition, the assisted unit, or at least 50% of units in a multifamily development, must be occupied for funds to be considered as Expended.
 - vii. "Local Housing Assistance Plan" or "LHAP" means Grantee's approved local housing assistance plan for fiscal year 2019-2020 established in accordance with Grantee's eligibility and participation in SHIP pursuant to Sections 420.907-420.9079, Fla. Stat., and program rule, including any supplements or amendments thereto as allowed by this Agreement and reflected in Exhibit "A," HHRP Description and Certification of Program Activities, Exhibit "B," Non-LHAP Strategy Description, and Exhibit "C," Housing Delivery Goals Chart, all attached to and incorporated in this Agreement, and approved by Florida Housing.

- viii. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of HHRP funds.
- ix. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
- x. "Recaptured Funds" means funds that are recouped by Grantee from Eligible Persons or Eligible Sponsors which were not used for assistance to an Eligible Household for an eligible activity, when there is a default on the terms of a grant award or loan award.
- xi. "Sub-Recipient" means a person or organization contracted by a Grantee that is compensated with HHRP funds to provide administration of any portion of the HHRP.

Allocation and Use of Funds

- 3. Allocation of Funds to Eligible Grantees: The parties agree that the allocation of funds has been determined and approved by Florida Housing's Board of Directors on June 21, 2019, based on housing impacts from Hurricane Michael using FEMA data. The allocation to Grantee is: \$ 5,135,000.00 .
- 4. Disbursement of Funds to Eligible Grantees: HHRP funds will be disbursed to all Eligible Grantees as the funds become available to Florida Housing through the collection of Documentary Stamp Tax Funds that are deposited into the Local Government Housing Trust Fund. When funds are available to fund a portion of the total program, Florida Housing will disburse funds in an equitable manner to Eligible Grantees.
- 5. Establishment of HHRP Trust Fund: Grantee must establish and maintain a HHRP trust fund. All HHRP moneys Grantee receives from its share of the HHRP distribution, program income, recaptured funds, and other funds received or budgeted to implement HHRP must be deposited into the HHRP trust fund. Expenditures other than for the administration and implementation of HHRP may not be made from the fund. Grantee must invest amounts on deposit in its HHRP trust fund as permitted by any applicable law or regulation. Grantee must retain all investment earnings in its HHRP trust fund and such earnings must only be used for HHRP purposes. HHRP trust funds for all local governments including interlocal entities must be separately stated as a special revenue fund in a Grantee's audited financial statements. Electronic copies of such audited financial statements or a hyperlink to the website where the report is posted must be transmitted to Florida Housing no later than June 30th of the applicable state fiscal year. In addition to providing audited financial statements, Grantee must provide evidence of compliance with the Florida Single Audit Act, as referenced in Sections 215.97(7) and (8), Fla. Stat. All Expended funds reported on the HHRP Annual Report must be reconciled to the general ledger for each State fiscal year prior to submission of the HHRP Annual Report.
- 6. Expenditure of Funds by Grantee: HHRP funds shall be Expended by Grantee for the following:

- i. HHRP Administrative Expenditures and Project Delivery Costs in an amount no more than a cumulative 15 percent of HHRP funds may be incurred by Grantee, a consultant to Grantee, or a Sub-Recipient. HHRP funds must not be used to pay for Administrative Expenditures incurred prior to July 1, 2019. In cases where costs are shared amongst multiple programs, only a prorated amount should be charged to HHRP.
 - ii. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
 - iii. HHRP funds may be used for the following hurricane recovery purposes or activities, any of which are to be funded by HHRP funds must be included on Exhibit "A":
 - a. repair and replacement of housing;
 - b. assistance to homeowners to pay insurance deductibles;
 - c. repair, replacement, and relocation assistance for manufactured homes;
 - d. acquisition of building materials for home repair and construction;
 - e. housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
 - f. foreclosure eviction prevention, including monthly rental assistance for a limited period of time; and
 - g. strategies in the approved LHAP for fiscal year 2019-2020.
7. In executing this Agreement, Grantee is certifying that all HHRP funds will be Expended under the listed strategies in Exhibit "A" for fiscal year 2019-2020.
8. Advertisement of Availability of Funds: HHRP funding availability must be advertised by Grantee in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 30 days before the beginning of the application period. At a minimum, the advertisement shall contain:
- i. The amount of funds projected to be received from the state for the fiscal year(s).
 - ii. The beginning and ending date of the application period;
 - iii. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
 - iv. Additional information may also be included in the advertisement, for example:
 - a. estimated amount of funds available per strategy;
 - b. the maximum per unit award amounts;
 - c. income set-asides for each strategy and local income limits;
 - d. the maximum unit value; and
 - e. description of the selection criteria.
9. Application for HHRP Eligible Person or Household Assistance: Grantee shall establish criteria for HHRP assistance and develop an application for HHRP eligibility.
- i. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for HHRP assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.

- ii. At a minimum, an application for program assistance should contain the following items for each household members:
 - a. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - b. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - c. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
 - d. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.
 - e. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

- 10. Allowable Homeownership Activities (Direct Assistance to Homeowners): Awards of funds may be made directly to Eligible Persons of owner-occupied homes to rehabilitate, demolish and reconstruct, or build new (homes); purchase and install new mobile homes; emergency repairs; and hardening as described in Exhibit "A" of this document. Maximum awards will be adhered to as stated in Exhibit "C".

- 11. Allowable Homeownership Development: Awards of funds may be made directly to Eligible Sponsors to rehabilitate, demolish and reconstruct, build new (homes); purchase and install new mobile homes; emergency repairs; and hardening as described in Exhibit "A". The benefit of awards to Sponsors must accrue to an Eligible Person. Maximum awards will be adhered to as stated in Exhibit "C".

- 12. Allowable Rental Development (Awards to Sponsors): Awards of funds may be made directly to Eligible Sponsors to rehabilitate, demolish and reconstruct, build new or purchase and install new mobile homes, as described in Exhibit "A". Rental units produced through awards to Sponsors must be rented to Eligible Persons within rent limits set forth for the SHIP program. Maximum awards shall be adhered to as stated in Exhibit "C".

- 13. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
 - i. Security and utility deposit assistance to secure temporary or permanent rental housing; or
 - ii. Eviction prevention not to exceed 6 months' rent; or
 - iii. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in Section 420.0004, Fla. Stat., or homeless as defined in Section 420.621, Fla. Stat. The period of rental assistance may not exceed 12 months for any Eligible Household; or
 - iv. A rent subsidy program for very-low- and low- income households that are displaced from rental units that are uninhabitable; or
 - v. A rent subsidy (temporary relocation) not to exceed six months for homeowners

who have homes that are being rehabilitated or reconstructed. Payments should be made directly to the landlord, management company, or utility provider, as applicable.

14. Maximum Unit Value: The sales price or value of new or existing Eligible Housing may not exceed 90 percent of the average area purchase price in the statistical area in which the Eligible Housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than January 1, 2017, or as otherwise established by the United States Department of the Treasury.
15. Income Categories: Income categories (based on SHIP income limits chart for 2019) for Eligible Persons are defined as follows:
 - i. Extremely Low Income does not exceed 30% of the area median income
 - ii. Very Low Income does not exceed 50% of the area median income Low Income does not exceed 80% of the area median income
 - iii. Moderate Income does not exceed 120% of the area median income
 - iv. Maximum Allowable Income not to exceed 140% of the area median income
16. Required Expenditure Set-asides:
 - i. At least 30 percent of Grantee's funds must be reserved for awards to very-low-income persons or Eligible Sponsors who will serve very-low-income persons and at least an additional 30 percent of the funds must be reserved for awards to low-income persons or Eligible Sponsors who will serve low-income persons.
 - ii. At least 65 percent of Grantee's funds must be reserved for homeownership for Eligible Persons.
 - iii. Not more than 20 percent of Grantee's funds may be used for manufactured housing unless otherwise proposed by Grantee and approved by Florida Housing in Exhibit A.
 - iv. At least 75 percent of Grantee's funds must be reserved for construction, rehabilitation, or emergency repair of affordable, Eligible Housing.
 - v. At least 20 percent of Grantee's funds must be made available to serve persons with special needs as defined in Section 420.0004, Fla. Stat.
17. HHRP Eligible Person Award Terms: HHRP funds awarded directly to Eligible Persons must be in the form of a grant, deferred or hard pay loan. Grants should be limited to activities such as emergency repairs, relocation costs, temporary repairs, housing re-entry (deposits, rent payments), and foreclosure or eviction prevention. Loans must be secured by a note and mortgage and may be forgiven over the course of the loan on a prorated basis, forgiven at the end of the term, or paid back at the end of the term. The terms for each award will be based on terms in the LHAP for applicable fiscal year unless otherwise stated in Exhibit "B."
18. Encumbrance and Expenditure Deadlines: Grantee shall have two years to Encumber HHRP funds for their Intended use, and an additional year to fully Expend HHRP funds. Grantee affirms that funds allocated for HHRP will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 st Year Annual Report	2 nd Year Annual Report	Closeout Annual Report
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022

If funds allocated for these fiscal years are not anticipated to meet any of the deadlines in the table above, Florida Housing will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 st Year AR Not Submitted	2 nd Year AR Not Submitted	Closeout AR Not Submitted
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022

Encumbrances of HHRP funds must be evidenced and documented in the file by:

- i. a contract between Grantee and HHRP Eligible Person or Sponsor
- ii. an award letter to an Eligible Person or Sponsor;
- iii. a purchase order for or evidence of payment of the award; and
- iv. approval by the elected local government governing body.

Requests for Expenditure Extensions must be received by Florida Housing at least three months in advance of the deadline. The extension request shall be emailed to:

robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org, or their respective successors, and include:

- i. A statement that city/county requests an extension to the expenditure deadline for fiscal year;
- ii. The amount of funds not Expended;
- iii. The amount of funds not encumbered or been recaptured; and
- iv. A detailed plan of how/when the money will be Expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit the Closeout annual report detailing all funds that have been Expended and encumbered. Please email terry.auringer@floridahousing.org, or her successor, when you are ready to submit the annual report.

19. Closeout Annual Report Requirements: Grantee will submit a report of program activities completed in accordance with the expenditure deadline as outlined in Paragraph 18 above. The expenditure deadline will be June 30, 2022, unless otherwise agreed to or extended by Florida Housing in writing. The report will be due no later than September 15 of the year in which the expenditure deadline occurs. If an extension to the expenditure deadline is granted by Florida Housing, Grantee must still report on all completed activities as well as activities yet to be completed. Florida Housing, at its discretion, may require interim reports of activities to provide information to the

Executive Office of the Governor, the legislature, or to accumulate necessary data on hurricane recovery activities. Reports will be submitted electronically using web portal system maintained by Florida Housing at: <https://apps.floridahousing.org/StandAlone/Extranet/>

Program Compliance

20. File Management and Record Retention relating to HHRP Eligible Persons or Sponsors: Grantee must maintain a separate file for every applicant, Eligible Person, sub-recipient or Sponsor, regardless of whether the request was approved or denied.
- i. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
 - ii. Record and File Retention: Per the Florida Department of State, local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, sub-recipient or Sponsor for (5) five fiscal years after funds have been expended or (5) five years after the expiration of a use restriction agreement, and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 - a. For more information, see "The General Schedule for Local Governments GS1-L" located at the Florida Department of State's web site www.dos.state.fl.us Click on the link for "Library and Info. Services."
 - b. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government's need for additional documentation.
 - c. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Grantee must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Grantee's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
 - d. In cases where a Sub-Recipient is used to administer HHRP, Grantee is ultimately responsible for program compliance.
 - e. All other records that document the award or expenditure of HHRP funds must be retained for 5 fiscal years after the funds have been expended or (5) five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Grantee must retain all records no less than 5 years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 1. applications;
 2. program and set-aside records;

3. housing agreements;
 4. income verifications and
 5. other records as required by Florida Housing or federal, state and local law or regulations.
- f. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
- iii. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to HHRP Eligible Person or Sponsors including but not limited to the LHAP, any supplement or amendments thereto, advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, HHRP fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.
21. Files Management and Record Retention relating to Grantee and Administration of this Agreement:
- i. Contents of the Files: Grantee must maintain files containing documentation to verify all compensation to Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Grantee in connection with this Agreement. Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.
 - ii. Record and File Retention: Grantee must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - iii. Access to the Files: Upon reasonable notice, Grantee and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
 - iv. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Grantee under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Grantee.
22. Compliance Monitoring: Grantee must be subject to compliance monitoring during the years in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Grantee:

- i. Grantee must maintain a financial tracking system provided by Florida Housing that ensures that HHRP funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
 - ii. Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
 - a. Proof of income compliance;
 - b. Proof of homeownership;
 - c. Proof of use of insurance proceeds;
 - d. Proof of use of FEMA proceeds;
 - e. Documentation of all required inspections including mold remediation and wood destroying organisms;
 - f. Documentation of any required remediation;
 - g. Certificate of Occupancy;
 - h. Placed in Service documentation;
 - i. Proof of contract or eligibility;
 - j. Documentation of payments made on the award; and
 - k. Documentation of the value/sales price of the unit, as applicable.
23. Cooperation with Inspector General: Grantee understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Grantee will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.
24. Compliance Reports: If Florida Housing issues a written report finding that Grantee has violated HHRP criteria, Florida Housing may require Grantee to work with technical assistance provider through the Affordable Housing Catalyst Program (Catalyst), to develop a corrective action plan (CAP). The CAP must be submitted by Grantee to Florida Housing within 60 days of the date of the letter from Florida Housing notifying Grantee of the violation, and describe both the proposed corrective action for each violation and how the correction actions will be implemented within 3 months of an approval of the CAP. Florida Housing will have 30 days to review and approve or recommend changes to the CAP. Upon written approval of the CAP, any undisbursed funds due to Grantee will be distributed.
25. Rental Development Monitoring: Grantee is responsible for income compliance on all rental units funded with HHRP for a minimum of 15 years. If the rental development is receiving funds from other local, state, or Federal programs and those programs are requiring compliance with income guidelines that are sufficient to derive necessary confirmation of compliance for HHRP, then Grantee may rely on these reports. Grantee must have a written agreement with the developer/owner of the property to assure the reports will be made available.
26. Technical Assistance: Training and technical assistance is available to Grantee to assist in the development and implementation of the HHRP. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.

27. Program Income: Program Income realized by Grantee prior to the final closeout of HHRP must be deposited and used for eligible HHRP activities. After final closeout of HHRP, funds realized as Program Income must be deposited to Grantee's SHIP program account to be used for eligible activities in the approved LHAP for the fiscal year in which the funds are realized.
28. Recaptured Funds: Recaptured Funds realized by Grantee prior to the final closeout of HHRP must be deposited and used for eligible HHRP activities. After final closeout of HHRP, Recaptured Funds must be deposited to Grantee's SHIP program account to be used for eligible activities in the approved LHAP for the fiscal year in which the funds are realized.

General Provisions

29. Compliance with all Applicable Laws and Regulations: Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering HHRP under this Agreement. Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Grantee further agrees to include this provision in all contracts with Eligible Persons, Sub-Recipients, Sponsors or subcontracts issued as a result of this Agreement. Grantee's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.
30. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
31. Insurance: Grantee agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.
32. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
33. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
34. Lobbying: In accordance with Section 216.347, Fla. Stat., Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section

11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

35. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Grantee in connection with this agreement is subject to the provisions of Section 119.01-15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Grantee represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

If Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Grantee's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

36. Personally Identifiable Information (PII); Security:
- i. If Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Grantee must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
 - ii. If Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Grantee shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Grantee does not carry stand-alone cyber liability coverage, Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.
 - iii. Grantee agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
 - iv. Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
 - v. Grantee agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.)

Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

- vi. Grantee agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
- vii. If Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
- viii. In the event of a breach of PII or other sensitive data, Grantee must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Grantee must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Grantee's corrective action plan; and the timelines associated with the corrective action plan.

37. Other Provisions:

- i. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.
- ii. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Grantee shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- iii. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- iv. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

[SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE FOR
HURRICANE HOUSING RECOVERY PROGRAM
FUNDING AGREEMENT**

(GRANTEE)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first written above.

WITNESSES:

Local Government: Chairman
(Chief Elected Official)

Chelsea Ranow
Print: Chelsea Ranow

[Signature]
Print: Clifford T Edensfeld

By: [Signature]
Print: Gene Bailey
Title: Chairman

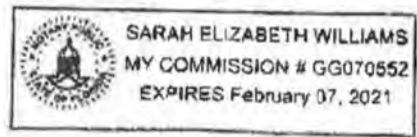
ATTEST (if necessary):

By: [Signature]
Title: Clerk of Court



STATE OF FLORIDA
COUNTY OF Calhoun

The foregoing instrument was acknowledged before me this 22 day of July, 2019
by Gene Bailey on behalf of Calhoun County BCC.
Said person is personally known to me or has produced a valid driver's license as identification.



Sarah Elizabeth Williams
Notary Public State of Florida
Print Name: Sarah Elizabeth Williams
My Commission Expires: 2/7/21
My Commission No.: GG070552

COUNTERPART SIGNATURE PAGE FOR
HURRICANE HOUSING RECOVERY PROGRAM
FUNDING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first written above.

FLORIDA HOUSING FINANCE CORPORATION:

WITNESSES:

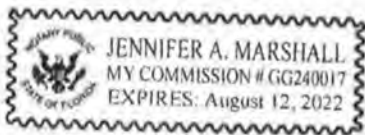
Jennifer A. Marshall
Print: Jennifer A. Marshall
Melissa VanGunda
Print: Melissa VanGunda

By: *[Signature]*
Print: Hugh R. Brown
Title: General Counsel

Address: 227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of October, 2019 by Hugh R. Brown on behalf of FLORIDA HOUSING FINANCE CORPORATION, a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.



Jennifer A. Marshall
Notary Public State of Florida
Print Name: Jennifer A. Marshall
My Commission Expires: August 12, 2022
My Commission No. GG240017

EXHIBIT "A"

**HHRP Program
Description and Certification of Program Activities**

- In the following table, list all housing strategies that will be used by Grantee for HHRP.
- If a strategy which is not currently in the approved LHAP is included in the list below, a separate strategy form (Exhibit B) will be required.
- The strategy may also be added to the approved LHAP for the 2019-2020 fiscal year as an amendment submitted to and approved by Florida Housing.

Housing Strategies	Code	In LHAP (Yes/No)
Purchase Assistance	2	No
Owner-Occupied Housing Rehabilitation	3	No
Demolition/Reconstruction	4	No
Foreclosure Prevention/Mortgage Assistance	7	No

HURRICANE HOUSING REPAIR PROGRAM STRATEGIES:

A. Purchase Assistance	2
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- a. Summary of Strategy: The Purchase Assistance strategy is created to assist income-eligible first-time homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes or condominiums.
- b. Fiscal Years Covered: 2019-2020
- c. Income Categories to be served: Very low-, low- and moderate-income. Applicants with 121% to 140% AMI income may be serviced with priority to very low and low incomes.
- d. Maximum award: \$40,000
- e. Terms:
1. Repayment loan/deferred loan/grant: Loans will be a deferred payment loan secured by a promissory note and mortgage for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of Court.
 2. Interest Rate: 0%
 3. Years in loan term: 20
 4. Forgiveness: Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence.
 5. Repayment: Not required if loan is in good standing.
 6. Default: If default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs when the assisted property is sold, transferred, refinanced or converted to other than owner-occupied use at which time the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums secured by the security instrument will be satisfied. Recipients of HHRP awards will be required to contractually commit to program guidelines.
- f. Recipient Selection Criteria: Applicant selection criteria for awarding HHRP funds to eligible households will be "first qualified, first served"
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Other programs which will be used as leverage with HHRP funds under

this strategy are as follows:

- Private lending institutions and other funding sources as they become available from time to time.

B. Owner-Occupied Housing Rehabilitation	3
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- a. Summary of Strategy: The purpose of this strategy is to provide Housing Rehabilitation loans to eligible households who own and reside in dwellings, which do not meet the standards of decent and sanitary housing. This strategy has as its objective the upgrading of the existing housing stock within the County's HUD Housing Quality Standards (HQS).
- b. Fiscal Years Covered: 2019-2020
- c. Income Categories to be served: Very low-, low- and moderate-income. Applicants with 121% to 140% AMI income may be serviced with priority to very low and low incomes.
- b. Maximum award: \$60,000
- e. Terms:
 1. Repayment loan/deferred loan/grant: Loans will be a deferred payment loan secured by a promissory note and mortgage for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of Court.
 2. Interest Rate: 0%
 3. Years in loan term: 15
 4. Forgiveness: Loan is forgiven at the end of the term as long as recipient maintains ownership as primary residence.
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: If default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs when the assisted property is sold, transferred, refinanced or converted to other than owner-occupied use prior to the expiration of (15) years, the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums secured by the security instrument will be satisfied.
- f. Recipient Selection Criteria: Applicant selection criteria for awarding HHRP funds to income-eligible households and/or eligible sponsors will be "first qualified, first served"

g. Sponsor/Developer Selection Criteria: N/A

Additional Information:

C. Demolition/Reconstruction	4
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a. **Summary of Strategy:** This strategy will provide replacement housing for homes that are unfeasible for rehabilitation, with a priority for those that are owned by the elderly (over age 55). Mobile homes and manufactured homes will not be eligible for assistance unless the owner agrees that the existing mobile/manufactured home will be removed from the site. Mobile Home purchases will be limited to 35% of HHRP funding.

b. **Fiscal Years Covered:** 2019-2020

c. **Income Categories to be served:** Very low-, low-income and moderate. Applicants with 121% to 140% AMI income may be serviced with priority to very low and low incomes.

d. **Maximum award** \$120,000.

e. **Terms:**

1. **Repayment loan/deferred loan/grant:** Deferred loan secured by a note and mortgage.

2. **Interest Rate:** 0%

3. **Years in loan term:** 30

4. **Forgiveness:** Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence.

5. **Repayment:** Not required as long as the loan is in good standing.

6. **Default:** If default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs when the assisted property is sold, transferred, refinanced or converted to other than owner-occupied use prior to the expiration of (30) years, the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums will be satisfied.

f. **Recipient Selection Criteria:** Applicant selection criteria for awarding HHRP funds to income-eligible households and/or eligible sponsors will be "first qualified, first served"

g. **Sponsor/Developer Selection Criteria:** N/A

h. **Additional Information:**

- No owner-occupied dwellings will be subject to condemnation. Only those dwellings occupied by eligible homeowners wishing to participate in a voluntary demolition will be considered qualified for replacement.
- Homeowner has owned and occupied the dwelling to be demolished for not less than 360 days prior to execution of such an agreement;

- Homeowners assisted under this strategy will be encouraged to obtain temporary housing on their own.

F. Foreclosure Prevention/Mortgage Assistance	7
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- a. **Summary of the Strategy:** This strategy is designed to provide assistance to applicants who are delinquent in their mortgage payments, but whose homes have not yet had a foreclosure sale date set. Single-family, townhouse and condominium units are eligible. All households receiving HHRP assistance must be the primary residence of the recipient. To qualify, the household must have experienced an economic hardship must be through no fault of their own. All workout options through the lender must be exhausted before assistance will be approved. To be eligible, applicant must provide proof of hardship. to demonstrate this, the applicant must provide a letter of separation or notice of salary level change, a layoff notice, or other written documents verifying hardship. To qualify for consideration applicants must by no less than three (3) months delinquent or no more than \$5,000. Delinquent on their mortgage payments, have received foreclosure documents from lender, or at the discretion of the Calhoun County Housing Department.
- b. **Fiscal Years Covered:** 2019-2020
- c. **Income Categories to be served:** Very-low, low- and moderate-income.
- d. **Maximum award:** \$5,000
- e. **Terms, Recapture and Default:**
 1. **Deferred loan secured by a note and mortgage**
 2. **Interest Rate:** 0%
 3. **Years in loan term:** 2
 4. **Forgiveness:** Loan will be forgiven at the end of the term if recipient maintains ownership as primary residence.
 5. **Repayment:** Not required as long as the loan is in good standing.
 6. **Default:** The Loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.
In the event that the sole owner or all owners executing this agreement are deceased during the two (2) year term thereof, the agreement shall be considered satisfied, and will no longer constitute a lien against the property.
- f. **Recipient Selection Criteria:** Criteria for awarding HHRP funds to income-eligible applicant's and/or eligible sponsors will be "first qualified, first served"
- g. **Sponsor Selection Criteria:** N/A

- h. Additional Information: Other programs which will be used as leverage with HHRP funds under this strategy are as follows:
- Private lending institutions and other funding sources, as they become available from time to time.

G. Land Acquisition and Construction	9,10
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- a. Summary of the Strategy: This strategy is designed to facilitate the acquisition of vacant land that will be developed for affordable housing for income-eligible households.
- b. Fiscal Years Covered: 2019-2020
- c. Income Categories to be served: Very-low, low- and moderate-income families and income qualified families with special needs. Applicants with 121% to 140% AMI income may be serviced with priority to very low and low incomes.
- d. Maximum award: \$50,000 (acquisition), \$70,000 (purchase and install of mobile home), \$100,000 (construction of site built home).
- e. Terms, Recapture and Default:
1. Deferred loan secured by a note and mortgage.
 2. Interest Rate: 0% (developer and homebuyer)
 3. Years in loan term: 2 (developer), 30 (homebuyer)
 4. Forgiveness: Homebuyer: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
 5. Repayment: Homebuyer: Not required if the loan is in good standing.
Developer: Loan minus approved developer fee repaid upon sale to eligible buyer.
 6. Default: Homebuyer: If default occurs by not abiding by the recapture provisions, the entire balance shall become due and payable to the Local Housing Trust Fund. Failure to pay the deferred loan balance when due will lead to foreclosure and loss of property ownership. Default occurs if the assisted property is sold, transferred, refinanced or converted to other than owner-occupied use at which time the loan shall immediately become due and payable. If homeowner dies prior to expiration of the mortgage, payment of all sums secured by the security instrument will be satisfied. Developer: If the home is not occupied by an eligible applicant within 2 years, the loan is due and payable.

- f. **Recipient Selection Criteria:** Criteria for awarding HHRP funds to income eligible applicants will be "first qualified, first served"
- g. **Sponsor Selection Criteria:** N/A
- h. **Additional Information:** Other programs which will be used as leverage with HHRP funds under this strategy are as follows:
 - Private lending institutions and other funding sources, as they become available from time to time.

EXHIBIT "C"
Housing Delivery Goals Chart

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

Hurricane Housing Recovery Program

Name of Local Government: **Calhoun County**

Allocation as Provided by FHFC: \$ **5,135,000**

Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
	Purchase Assistance	Yes	3	\$40,000	1	\$40,000	1	\$40,000	\$200,000.00	\$0.00	\$200,000.00	5
3	Owner-Occupied Housing Rehabilitation	Yes	9	\$60,000	11	\$60,000	7	\$60,000	\$1,620,000.00	\$0.00	\$1,620,000.00	27
4	Demolition/Reconstruction	Yes	4	\$120,000	3	\$120,000	1	\$120,000	\$960,000.00	\$0.00	\$960,000.00	8
7	Foreclosure Prevention/Mortgage Assistance	No	1	\$5,000	1	\$5,000	1	\$5,000	\$0.00	\$15,000.00	\$15,000.00	3
9,10	Land Acquisition and Construction	Yes	3	\$150,000	5	\$150,000	4	\$150,000	\$1,800,000.00	\$0.00	\$1,800,000.00	12
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		20		21		14		\$4,580,000.00	\$15,000.00	\$4,595,000.00	55
Purchase Price Limits:			New	\$ 150,000	Existing	\$ 120,000						

(H) (I)

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees			\$ 513,500	10%							
	Home Ownership Counseling			\$								
Total All Funds				\$ 5,108,500 (H)								

Set-Asides

Percentage Construction/Rehab (75% requirement)		89.2%	(H)
Homeownership % (65% requirement)		89.5%	(H)
Rental Restriction (25%)		0.0%	(H)
Very-Low Income (30% requirement)	\$ 1,595,000	31.1%	(H)
Low Income (30% requirement)	\$ 1,815,000	35.3%	(H)
Moderate Income	\$ 1,185,000	23.1%	