

**HURRICANE HOUSING RECOVERY PROGRAM**  
**FUNDING AGREEMENT**

**(Local Government)**

**THIS FUNDING AGREEMENT** ("Agreement") is entered into as of February 10, 2021, 2020 ("Effective Date") by and among GADSDEN 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 2282A, \$20,000,000 of nonrecurring funds 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 who have SHIP administrative infrastructure in place 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**, since 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;

10. "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.
11. "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.

C. Term:

1. The period of performance for this grant is July 1, 2020 – June 30, 2023. In executing this Agreement, Grantee is certifying that all CRF funds will be Expended by June 30, 2023.
2. The term of this Agreement will be from the Effective Date through September 15, 2023.

Allocation and Use of Funds

- D. 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 October 16, 2020, based on housing impacts from Hurricane Michael using FEMA data. The allocation to Grantee is: \$940,000.
- E. 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.
- F. 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.
- G. Expenditure of Funds by Grantee: HHRP funds shall be Expended by Grantee for the following:
  1. 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, 2020. In cases where costs are shared amongst multiple programs, only a prorated amount should be charged to HHRP.

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.
- K. 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; purchase and install new mobile home; emergency repairs; and hardening as described in Exhibit "A" of this document. Maximum awards will be adhered to as stated in Exhibit "C".
- L. Allowable Homeownership Development: Awards of funds may be made directly to Eligible Sponsors to rehabilitate, demolish and reconstruct, build new; purchase and install new mobile home; 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".
- M. 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 will be adhered to as stated in Exhibit "C".
- N. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct Rental Assistance to Eligible Persons in any of the following manners:
- 1. Security and utility deposit assistance to secure temporary or permanent rental housing; or
  - 2. Eviction prevention not to exceed 6 months' rent; or
  - 3. 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
  - 4. A rent subsidy program for very-low- and low- income households that are displaced from rental units that are uninhabitable; or
  - 5. 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.
- O. 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 the fourth calendar year prior to the year in which the award occurs, or as otherwise established by the United States Department of the Treasury.

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

1. a contract between Grantee and HHRP Eligible Person or Sponsor
2. an award letter to an Eligible Person or Sponsor;
3. a purchase order for or evidence of payment of the award; and
4. 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](mailto:Robert.Dearduff@floridahousing.org) or his respective successor(s), and include:**

1. A statement that city/county requests an extension to the expenditure deadline for fiscal year;
2. The amount of funds not Expended;
3. The amount of funds not encumbered or been recaptured; and
4. 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 [Robert.Dearduff@floridahousing.org](mailto:Robert.Dearduff@floridahousing.org) or his successor, when you are ready to submit the annual report.*

- T. 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, 2023, 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 a web portal system maintained by Florida Housing at <https://apps.floridahousing.org/StandAlone/Extranet/>.

#### Program Compliance

- U. 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.
1. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
  2. 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 five fiscal years after funds have been expended 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](http://www.dos.state.fl.us) Click on the link for "Library and Info. Services."

2. **Record and File Retention:** Grantee must maintain these files for five years after the fiscal year in which the files become inactive, 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.
  3. **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.
  4. **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.
- W. **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:
1. 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.
  2. Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but is 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.
- X. **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.
- Y. **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

- GG. 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.
- HH. 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.
- II. 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.
- JJ. 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.
- KK. 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](mailto:Corporation.Clerk@floridahousing.org)**

- LL. Personally Identifiable Information (PII); Security:
1. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement #851-2020, each through a duly authorized representative, effective on the Effective Date.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]

Name/Title: BOCC Chairperson

Date: 11/3/2020

FEIN: \_\_\_\_\_

ATTEST:

By: Marcella Blocker

Name/Title: Marcella Blocker, Deputy

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Name/Title: Hugh R. Brown/General Counsel

Date: 2-10-21



**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 2020-2021 fiscal year as an amendment submitted to and approved by Florida Housing.

<b>Housing Strategies</b>	<b>Code</b>	<b>In LHAP (Yes/No)</b>
Emergency Repair	6	Yes
Owner Occupied Rehabilitation/Replacement	3	Yes
Disaster Recovery Mitigation	5	Yes
Purchase Assistance	2	Yes
Foreclosure Prevention	7	Yes



**EXHIBIT "B"**  
**Non-LHAP Strategy Description**

N/A

**EXHIBIT "C"**  
**Housing Delivery Goals Chart**

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

**Name of Local Government:** Gadsden County

**Allocation as Provided by FHFC:** \$ 3,055,000

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 N/C	Yes	3	\$15,000	2	\$15,000	1	\$10,000	\$85,000.00	\$0.00	\$85,000.00	6
	Purchase Assistance Existing	Yes	3	\$15,000	3	\$15,000	1	\$10,000	\$100,000.00	\$0.00	\$100,000.00	7
	Emergency Repair	Yes	10	\$15,000	4	\$15,000	2	\$10,000	\$230,000.00	\$0.00	\$230,000.00	16
	Rehabilitation	Yes	19	\$70,000	6	\$60,000	5	\$45,000	\$1,915,000.00	\$0.00	\$1,915,000.00	30
									\$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
	<b>Total Homeownership</b>		35		15		9		\$2,330,000.00	\$0.00	\$2,330,000.00	59
<b>Purchase Price Limits:</b>			<b>New</b>	\$ 160,000	<b>Existing</b>	\$ 140,000						

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
	<b>Total Rental</b>		0		0		0		\$0.00	\$0.00	\$0.00	0
<b>Administration Fees</b>				\$ 305,000	10%	<b>OK</b>						
<b>Home Ownership Counseling</b>				\$119,445.00								
<b>Total All Funds</b>				\$ 2,754,445	<b>OK</b>							

**Set-Asides**

Percentage Construction/Rehab (75% requirement)	76.3%	<b>OK</b>
Homeownership % (65% requirement)	76.3%	<b>OK</b>
Rental Restriction (25%)	0.0%	<b>OK</b>
Very-Low Income (30% requirement)	\$1,570,000 51.4%	<b>OK</b>
Low Income (30% requirement)	\$ 495,000 16.2%	<b>OK</b>
Moderate Income	\$ 265,000 8.7%	