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FHFC-CRF MANUAL

Guidance on using the CARES CRF dollars deployed through the Florida SHIP Housing Assistance Network



Prepared by the Florida Housing Coalition

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Chapter 1: Introduction

The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, is a $2 trillion economic stimulus bill passed by the 116th U.S. Congress and signed into law by President Donald Trump in March 2020 to respond to the impact of the coronavirus pandemic in the United States.

Through the CARES Act, $250 million from the Coronavirus Relief Fund (CRF) was made available to the Florida Housing Finance Corporation (FHFC) and has been allocated to the following areas:

- $120 million to provide rental assistance for residents in FHFC-assisted developments;
- $120 million to provide rent, mortgage, and other assistance administered by the State Housing Initiatives Partnership (SHIP) jurisdictions; and
- $2 million to provide operations support for special needs developments.

This manual is specifically designed to provide guidance for the $120 million of FHFC-CRF funding administered by SHIP jurisdictions. This manual is not intended to provide guidance for other CRF-funded programs.

The State of Florida has allocated $120 million to be administered through the SHIP infrastructure. This funding is not SHIP funding but the FHFC-CRF program adopts some, but not all, of the processes and restrictions of the SHIP program for ease of administration.

Funding Allocations

In the first round of allocations, FHFC disbursed $75 million in funds. The allocations for the first round of funding are between $175,000 (county minimum) and $7.5 million (county maximum). Allocations are based at the county level on reemployment data and then disbursed to eligible cities based on population figures. The remaining $45 million is anticipated to be disbursed no later than October 15, 2020 and will be based on updated reemployment figures as wells as local government performance in spending the first allocation.

All local governments that are eligible to receive SHIP funding are also eligible to receive FHFC-CRF funds. Each local government must execute a subrecipient agreement with FHFC to receive the funds. This agreement details requirements of the funding as well as eligible activities. Any existing city/county interlocal agreements are expected to govern funds for those communities.

Expenditure Deadline

All FHFC-CRF funds must be expended no later than December 30, 2020. Any eligible activities that occur between March 1, 2020 and December 30, 2020 are CRF eligible.

Any funds not expended by December 30, 2020 must be returned to FHFC and in turn to the U.S. Treasury Department.

CRF is Not SHIP

In some ways, the FHFC-CRF program is like SHIP, although it is not the same as SHIP. Some SHIP program requirements such as the maximum income set-aside (120%) apply to the FHFC-CRF program. Others, such as the SHIP homeownership and construction set-asides, do not apply to the CRF program. There is no requirement to

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set aside 30% of funds for very low or low-income applicants, although in the current state of emergency, many local SHIP offices will be serving high percentages of these income levels.

Reporting and Monitoring

FHFC has set up a reporting mechanism like the SHIP annual reporting portal for final reports, which will be due by February 15, 2021. In addition, each local government is required to submit a monthly report of activities beginning September 25, 2020, as well as quarterly reports.

Local governments must track payments to each individual household who receives assistance under the program. Staff may deposit CRF funds into the local SHIP account but track everything separately with project coding in the accounting system.

CRF funds will be subject to SHIP-like compliance monitoring as any fiscal year funding would be with the CRF funds falling within the 2020-2021 fiscal year.

No Environmental Reviews are Required for the CRF Program

Since the Florida Housing Finance Corporation announced its Coronavirus Relief Fund (CRF) Program using the SHIP infrastructure, the Florida Housing Coalition has received many questions regarding what environmental reviews, if any, may be required for proper administration of funds. On Wednesday, September 8, 2020, the U.S. Treasury Department (the federal agency responsible for overseeing CRF funds under the CARES Act) released an updated Coronavirus Relief Fund Frequently Asked Questions document that addresses these questions.

The Treasury Department confirmed that the National Environmental Policy Act (NEPA) does not apply to administration of the Coronavirus Relief Fund. Local governments will not need to conduct an environmental review under NEPA before providing CRF assistance. If CRF-assisted projects are also funded by other federal financial assistance programs, those projects may still be subject to NEPA review depending on the funding source. This new guidance does not preclude the application of other environmental laws that may apply to CRF-funded projects.

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Chapter 2: CRF Program Policies

This is an example of program policies and can edited or modified to meet your specific program policies for the administration of the services provided by the local government.

Funding

The State of Florida has been awarded funds pursuant to section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) and a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds or CRF funds") was distributed by Florida Housing Finance to be administered by the City/County.

The City/County, also referred to as the Subrecipient, 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. Terms of funding are outlined in a Subrecipient Agreement attached as **Exhibit 1.**

Foreclosure and Eviction Prevention

Funds will be used for foreclosure and eviction prevention due to a hardship caused by COVID-19 as follows:

1. Rent payments not to exceed 10 months, from March 1, 2020 to December 30, 2020. Assistance can include rental arrears, late fees and charges, and rent payments to prevent eviction.
2. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings.
3. Mortgage payments not to exceed 10 months, from March 1, 2020 to December 30, 2020. Payment can include mortgage arrears, late fees, mortgage payments excluding taxes (except in the event of delinquent homeowners), HOA, condo fees, and other related fees to prevent foreclosure.
4. Utility payments that include water, electricity, gas, internet, and cable, including late payments and late fees and charges to prevent a discontinuation of essential services.

Emergency Repairs

CRF funds may be used for emergency repairs. Emergency repairs must have become necessary since March 1 must be critical to maintaining a safe living environment and the household must have an identified and verified COVID hardship which the applicant cannot pay. This is a narrow window for providing assistance and should not be used to replace a SHIP Emergency Repair strategy or address applicants from the waiting list. The repair has to be an imminent danger that cannot wait until the current situation (the applicant's COVID hardship) passes. This was never intended to be a primary use of CRF funds. This strategy should be a last priority.

Environmental compliance is not required when using CRF funds, however Davis Bacon and other labor standards requirement must be complied with for repairs costing $2,000 or more.

A mold inspection/remediation report is required for emergency repairs but not rent and mortgage assistance. Local governments can use their pool of current contractors to carry out rehabilitation work. The CRF program

does not require multiple bids. However, these funds must comply with your local procurement policy. Contact your City or County procurement officer to determine the local requirements for procuring services.

Though we are in hurricane season, mitigation improvements such as tree removal or shutters are not eligible improvements under emergency repair. The language in the CARES Act says that "necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19)." Mitigation improvements such as tree removal or shutter installation are not acceptable emergency repairs in this context.

Advertising and Outreach

All applicants already on the City/County waiting list for COVID-related assistance will be served on a first eligible, first served basis with CRF funds.

The City/County will also advertise in accordance with the FHFC subrecipient agreement and the technical bulletin dated June 28, 2020 (**Exhibit 2**). No less than 10 days before taking new applications the City/County will advertise on its website, and Facebook and Twitter accounts. The Notice of Funding Availability (NOFA) **(Exhibit 3)** will include the following information:

a. The amount of funds projected to be received from the State for the fiscal year(s).
b. The beginning and ending date of the application period.
c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation).

Copies of all NOFAs and outreach shall be retained for audit purposes.

Application Process

Any resident requesting assistance is added to the applicant waiting list, including the applicant's name, mailing address, phone number, e-mail address, COVID related hardship, and type of assistance requested.

Each applicant requesting assistance is provided an application package. The application package will be provided by e-mail, picked up by the applicant, and/or mailed to the applicant.

A completed application package must contain the following:

1. The application (**Exhibit 4**)
2. The duplication of benefit agreement (**Exhibit 5**) signed by the head and co-head of household
3. A self-certification of income and hardship form (**Exhibit 6**) for each adult household member with income and/or a hardship
4. The resident income certification **(Exhibit 8)**
5. A lease or mortgage statement in the applicant's name
6. A statement of the amount of past due rent, if applicable
7. Payment-related documents: Contact information for the landlord, mortgage company and /or utility company. This might include a lease, monthly mortgage statement, or utility bill with the property address if utilities are paid under the program. Before paying a past due utility bill, get the original bill to show it was from before March 1.
8. Identification for each household member

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9. For emergency repair cases: Documentation of homeownership; one of the following: Warranty Deed, Homestead Exemption, Quit-Claim Deed, Tax Records, Long-term Lease, or Life Estate.

Applications can be submitted electronically or mailed. As applications are received, they will be date stamped and assigned a case number. A file will be created for each applicant. The file can be electronic or a hard copy.

Household Eligibility

Once the City/County receives the complete application package, the file will be reviewed for eligibility. Client eligibility will be determined based on the following requirements:

1. The household had/has a hardship related to COVID-19 after March 1, 2020. The hardship may involve an income reduction related to COVID, such as unemployment or underemployment.
2. The total annual household income does not exceed 120% of the area median income, in accordance with 24 CFR part 5.
3. The assistance requested is for an eligible use.

File documentation

Each file shall contain:

1. The application (**Exhibit 4**).
2. The duplication of benefit agreement (**Exhibit 5**).
3. A self-certification of income and hardship form (**Exhibit 6**)
4. A file checklist (**Exhibit 7**)
5. The resident income certification **(Exhibit 8).**
6. Award/denial letter **(Exhibit 9**).
7. Monthly eligibility verification, if applicable (**Exhibit 10**).
8. A lease or mortgage statement in the applicant's name.
9. An ID for each household member.
10. A utility bill with the property address if utilities are paid under the program.
11. Documentation of expenses for emergency repairs, if applicable.
12. Payment related documents

Payment Procedures

Payments shall be paid directly to the mortgage company, landlord, management agent, utility company, or other third party. Each landlord or mortgage company shall provide a W-9 to receive payment.

For a rent payment, staff will calculate the current delinquent rents and fees from March 1, 2020 to the current rent due. The payment shall be made directly to the landlord and a copy of the payment provided the tenant.

For mortgage payments, staff will calculate the current delinquent mortgage payment and fees from March 1, 2020 to the current payment due. If the applicant is 30 days or more delinquent, in default, or in foreclosure, the assistance payment can include the escrowed portion of property taxes. If the owner of the property is not delinquent, in default or in foreclosure, the property tax included in the monthly mortgage payment will be subtracted from the assistance amount. No property taxes can be paid for monthly assistance provided after the

delinquent payment has been brought current. The payment shall be made directly to the mortgage lender and a copy of the payment provided the homeowner.

For utility payments, staff will calculate the delinquent utility payment and fees from March 1, 2020 to the current date. The payment shall be made directly to the utility company and a copy of the payment provided the tenant or homeowner.

Each month, staff may contact the applicant to determine if the applicant still income-eligible and continues to need assistance due to COVID. If the applicant remains eligible and there are funds available, a payment may be made for the current month's rent or mortgage, and/or any additional delinquent utilities that have accrued. The monthly eligibility verification form is provided as an exhibit to this manual.

Copies of all payments must be retained in the applicant's file.

Using CRF to Reimburse SHIP for Eligible Expenses

The City/County may use FHFC-CRF to reimburse SHIP funds spent assisting applicants with COVID hardships. CRF may reimburse for activities that are eligible under the FHFC-CRF guidelines, so long as the activity had not been previously budgeted for those SHIP funds. It is acceptable, for instance, if you originally budgeted funds for purchase assistance and later redirected them to assist with rental assistance due to COVID-19. The activity in question would have to have occurred from March 1, 2020 forward. Similarly, the City/County may reimburse SHIP with FHFC-CRF funds if unencumbered SHIP funds were directed to COVID assistance.

Reporting

The City/County will track expenditures for each assisted household. CRF reports must be submitted to FHFC starting with the first due on September 25th. Each report must include the status and progress of the expenditure of funds under the Subrecipient Agreement, in addition to any other information requested by Florida Housing. Report due dates are:

September 25: Monthly Report

October 15: Quarterly Report

October 25: Monthly Report

November 25: Monthly Report

December 25: Monthly Report

February 15, 2021: Final Report

All funds must be accounted for on the CRF DATA spreadsheet as provided by Florida Housing.

Record Retention

Records must be retained at least 5 years after closeout of the grant or when the grant is audited, whichever is later. Records can be retained in electronic form or hard copies. Files involved in any litigation, claim or audit before the end of the five-year period or that extend beyond the expiration of the five-year period, must be retained until all litigation, claims, or audit findings involving the files have been resolved.

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Chapter 3: Advertising Requirements

Local governments that receive FHFC-CRF funds are required to advertise and perform outreach before accepting applications. The minimum requirements for advertising are included in the Subrecipient Agreement between the local government and Florida Housing Finance Corporation, with additional guidance provided in the Technical Guidance issued by FHFC on July 28, 2020.

Item #3 of the subrecipient agreement (Page 3, C. 6.) requires the following:

> CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation (*ADDED NOTE: see clarification in next paragraph*) and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
>
> a. The amount of funds projected to be received from the state for the fiscal year(s).
>
> b. The beginning and ending date of the application period;
>
> c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation).

FHFC provided additional guidance on Item # 3 (see Exhibit 2 Technical Guidance). It states that, with the need to deploy CRF funds as soon as possible, the advertising requirement may also be met through the use of the local government's website and social media accounts that are available to the public. Local governments that are already using SHIP funds for similar uses do not need to wait the 10-day period before taking applications. When reaching out to new applicants, it is important to provide equal access and equal opportunity to all of those that are least likely to apply for assistance.

Timing in the expenditure of CRF funds is crucial. Local governments who participate in the CRF program can begin advertising and outreach prior to receiving the written agreement to reduce any time delays in processing and screening applicants prior to providing assistance. If the local government has established a waiting list of individuals that have contacted the local government with an interest in receiving CRF assistance, the local government can use this list as the first clients to be served under the program. Anyone who applies after the advertisement can be added to the waiting list.

The Florida Housing Coalition has provided a sample NOFA (Exhibit 3) in compliance with the requirements outlined in the agreement to assist local government in moving quickly to provide assistance. This sample can be used in any form of advertising including newspaper, social media, or other outlets. Local governments and their sub-grantees should ensure that they retain proof of advertising and outreach in their records for monitoring purposes.

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Chapter 4: Eligible Uses of FHFC-CRF Funds

Overview

The overarching requirement of all CRF funding is that it must be spent on activities necessary due to the COVID-19 emergency. The eligible uses of FHFC-CRF funding are listed in the Subrecipient Agreement. However, local governments are not required to fund all the activities listed in the Subrecipient Agreement. They may use any combination of the eligible activities allowed. Any activities not expressly listed in the Subrecipient Agreement must be presented in writing to FHFC with sufficient justification and approved in writing by FHFC.

Rental and Mortgage Assistance

Due to the financial impact of COVID-19 on many Florida residents, activities such as rental assistance, mortgage assistance, and related housing counseling will likely be the most common uses of FHFC-CRF funding. Local governments may not pay future mortgage or rent payments in advance in a lump sum. However, they may provide ongoing rent/mortgage assistance when those payments come due, subject to recertification of eligibility at that point.

FHFC issued technical guidance (see Exhibit 2) that notes that households in older mobile homes may be assisted with rent and mortgage payments, but not repairs. As a best practice, the local government will confirm that an older mobile home is not substandard. You may want to perform an inspection, review an aerial photograph on the public records, or have the landlord or tenant certify that the property is habitable.

Utility Assistance

Many local governments also provide utility assistance. Utilities can include water, sewer, trash, electricity, gas, internet, phone, cable, or other similar services. A local government cannot use CRF funds to replace lost revenue directly, but a local government can provide assistance to an eligible applicant to pay utility bills to continue essential utility services, even if the utility is government-owned. Since a main goal of the program is to prevent eviction and keep Floridians stably housed, if only paying utilities will not protect the tenant or property owner from eviction, then assistance should not be provided. Otherwise, utility assistance can be granted if the applicant has a genuine COVID-related hardship that prevents them from paying their utilities.

Although CRF can pay a current rent or mortgage bill even if an eligible applicant is not past due, the same is not true for utility assistance. An applicant must be at least 30 days past due on a utility bill for that bill to be an eligible payment through CRF. Furthermore, CRF cannot assist unless the lack of payment will result in the discontinuation of service. Some utility companies will not shut off services during this COVID period but will disconnect after COVID if the balance is not paid. This is considered a risk of discontinued service, so the CRF program may pay for past due utility bills in such a case.

If an applicant's utility balance is more than 30 days overdue, the local government can pay the full outstanding balance and bring the account up to date. In subsequent months, CRF could again pay the same applicant's utilities if they are still eligible and the utility bill is again at least 30 days past due.

There are currently numerous sources of utility assistance in Florida, even beyond CRF. As one example, the LIHEAP program can pay for utilities (see https://www.floridahousing.org/docs/default-source/aboutflorida/coronavirus-relief-funds/electric-utility-payment-assistance.pdf?sfvrsn=adcffb7b_2).

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Assisting Homeless Households

Households experiencing homelessness are categorically eligible for assistance, even without showing a loss of income or other financial or health impact of COVID.

For households experiencing homelessness, a local government may provide move-in assistance (i.e., "housing reentry") to place the household in a rental unit and then pay rent. Housing reentry can include a security deposit, utility deposit, and first month's rent; however, the last month's rent cannot be paid in advance with CRF funds. Those households may also receive monthly rent assistance upon confirming monthly that the household is still income-eligible and in need of assistance.

If continuing assistance is expected to be provided by another program (e.g., Rapid ReHousing through Emergency Solutions Grant [ESG]), the household should be simultaneously enrolled in both programs (e.g., CRF and ESG). Failure to enroll the household in the non-CRF program before they move into their rental unit will endanger their eligibility for ESG and similar homeless programs.

Emergency Repairs

Emergency repair assistance for households who have experienced a hardship that prevents them from paying for these repairs is also an eligible use, but only if that emergency repair is itself related to COVID. If the emergency repair is not related to COVID, that assistance cannot be provided (e.g., tree removal is not an eligible use even for a household that has lost income due to COVID).

New Construction

Beyond that, activities such as new construction may be eligible but would have to be related specifically to a need caused by the COVID-19 emergency and would need to be proposed to and approved by FHFC prior to implementation. CRF funds must be expended by December 30, 2020, and the FHFC Subrecipient Agreement defines "expended" to mean that "the affordable housing activity is complete." Therefore, be advised that to use CRF funds for new construction, the local government must present that activity in writing to FHFC for approval.

Local Policy Decisions

The local government is not required to serve households with incomes up to 120% AMI, although that is the maximum income level established by FHFC. Further, set-asides for specific populations or uses are not required by FHFC. As a matter of local policy, however, the local government may decide to serve only lower income households (e.g., up to 80% AMI) and establish its own set-asides as a local policy decision (e.g., 35% for housing reentry and rent assistance for homeless households).

The local government does not have to update the Local Housing Assistance Plan (LHAP) since FHFC-CRF dollars are not SHIP funds. FHFC-CRF is governed by the Subrecipient Agreement which lists eligible activities and the local government does not need to submit any plans to FHFC before expending the funds. FHFC approval must be sought, however, to use FHFC-CRF funds for any activity not named as an eligible use in the Subrecipient Agreement.

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Chapter 5: Administration of Funds

Execution of the Subrecipient Agreement

Local governments have received their Subrecipient Agreement (Exhibit 1) and are urged to expedite the execution of the agreement. To ease administration of the second round of CRF funding, the local government should have their governing body accept/pre-approve any subsequent amounts that will be received.

The local government and its governing body will decide who can execute the agreement on behalf of the City/County. FHFC does not specify who is required to execute the agreement and leaves this decision to the local government.

FHFC encourages local governments to move quickly in executing and returning the agreement; however, there is no deadline for returning the agreement. Local governments cannot receive CRF funds until the agreement is executed. Further, there will be no extension to the December 30, 2020 expenditure deadline. If a local government experiences delays in executing the agreement, they risk not being provided additional funds in the 2nd allocation to be announced by mid-October.

There are different entities providing CARES Act CRF funding; in addition to FHFC-CRF funding, some Florida local governments have received direct allocations of CRF from the U.S. Treasury Department and/or CRF funding from the State of Florida Department of Emergency Management. Each funder provides a written agreement and guidance for the use of funds. Local governments must follow the guidance issued by the relevant funder and comply with the terms outlined in each agreement.

Funding Number

The CFDA number for this funding is 21.019 (see page 4 of the Subrecipient Agreement). There are additional federal requirements tied to the CRF funds which are listed in section L of the Subrecipient Agreement. Local governments are not required to report on contracts with contractors on FSRS for compliance with the Transparency Act. Under the Federal Funding Accountability and Transparency Act (FFATA), only prime grant awardees, in this case FHFC, are responsible for reporting on sub-awards through FSRS. Local governments must report all applicable information to FHFC but are not required to submit through FSRS.

Administrative Funds

CRF allows local governments to use 10% of its FHFC-CRF program expenditures (not allocation) for administrative purposes. For example, if the local government receives an allocation of $1 million and spends only $500,000 on assistance, the administrative cap is $50,000, not $100,000.

Beyond the administrative budget, program funds of no more than 5% may pay reasonable project delivery cost for services provided by third party individuals or organizations (e.g., sub-grantees) that perform a required task that local government staff cannot perform in the restricted timeframe without assistance. In all cases, a project delivery cost is a necessary activity to provide the service to a program participant. It is also something that cannot be done by the local staff, either due to skill (inspections, for example) or due to workload and timelines (e.g., time involved in application intake, eligibility determination). When using a sub-grantee, the local government may also share a portion of the administration fee with the sub-grantee; for example, a sub-grantee may receive 5% project delivery cost plus 3% administrative fee, while the local government retains 7% administrative fee.

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Project delivery costs may comprise many or all of the activities for which you pay a service delivery fee. The local government that executed the agreement with FHFC is ultimately responsible for the actions of a sub-grantee. The most common CRF project delivery costs when contracting out work include (1) prescreening, intake, and collecting CRF file documents; (2) determining eligibility based on income and hardship; (3) arranging for payments (e.g., checks for rent/mortgage); and (4) monthly and quarterly reporting.

Local Policies

CRF policies are guided by the Subrecipient Agreement and any technical guidance issued by FHFC. However, a local government can establish more restrictive policies than those set by FHFC. FHFC has designed this program to provide maximum flexibility to local governments in deploying these funds quickly and effectively. For example, a local government could limit assistance to those below 80% AMI. Furthermore, a local government could require additional documentation of unemployment with a termination notice from employer, proof of filing for unemployment benefits, or other method. These are local policy decisions since they are not required under the Subrecipient Agreement. Local government can also establish property value limits for example, under an emergency repair program, or set-asides for special populations (e.g., homeless households, seniors).

Local governments are always encouraged to develop policies for the administration of any program. Policies provide consistency among staff and help ensure fairness and clarity. The local government can create a plan for using CRF funds, but this plan does not have to be submitted or approved by FHFC. Although local governments do not need to submit a plan, local governments must provide monthly and quarterly reports, with the first monthly report due September 25, 2020. In addition, the final report is due February 15, 2021.

Local governments have the flexibility to establish policies and procedures related to the day to day operation of their programs. Local governments are encouraged to provide assistance as a grant, rather than a loan for instance, but this is also local decision. Further, FHFC does not cap the maximum award provided to each household, but local government policy may reflect an award maximum.

Since CRF funds are provided by the U.S. Treasury Department, there are some requirements that apply to CRF funds that do not apply to SHIP, and vice versa. For example, under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), undocumented immigrants can receive “short-term, non-cash, in-kind emergency disaster relief” regardless of legal status. Because CRF funds are short-term, provide a non-cash housing benefit to applicants (the applicants are not receiving the funds directly), are in-kind (not cash), and for emergency disaster relief, CRF funds can be used to assist persons without consideration of their citizenship status.

One specific requirement related to client eligibility is to ensure that the household income does not exceed 120% of the median as established and published by FHFC. With regards to 120% income limit, local governments will determine household income eligibility based on current circumstances in accordance with 24 CFR part 5. If a household’s income was above 120% AMI prior to the COVID-19 pandemic but they lost half their income because of the crisis, they would be income-eligible for assistance. Since CRF funding is separate from SHIP funding, the LHAP or policies and procedures related to the SHIP program do not apply to CRF funds.

The FHFC Subrecipient Agreement requires that records be retained in electronic form. A local government can also keep files in paper form.

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Duplication of Benefits

When administering CRF funds, the local government should ensure that the recipient of benefits has not received a duplication of assistance for the same time period and purpose (e.g., two funding sources should not both pay September rent). To ensure that the applicant does not receive duplication of benefits from other funding sources providing similar services the local government can use the sample duplication of benefits form. As a general standard, disaster assistance recipients sign such a form since there are often several possible sources of aid during disaster recovery. This notifies a recipient to confirm they will avoid scenarios where different resources pay for the same month of rent or other assistance. The duplication of benefits agreement can be signed by only the head and co-head of household.

There may be cases where an applicant has received assistance but the assistance the local government will provide does not duplicate the assistance already provided. If the applicant has recently received SHIP COVID, CARES Act, or other types of assistance, and they continue to have a COVID-related hardship, CRF could help them with their next months of rent or mortgage payments as long as there is no duplication of the benefits for that time period and purpose. Similarly, a household experiencing homelessness may receive CRF funding for move-in costs and then ongoing rental assistance through ESG.

The Duplication of Benefits form includes a release date. Add March 22, 2024 as this date. The reason is that the CRF Subrecipient Agreement ends March 21, 2021. This agreement indicates that the funds are subject to compliance monitoring during the period of performance in which funds are expended and up to three years following the closeout of all funds.

Self-Certification

The income and hardship self-certification form must be completed by all adult household members 18 years of age or older. The self-certification form can be notarized or witnessed by two witnesses. The flexibility for witnesses rather than notarization will assist some clients who are struggling to get the self-certification notarized due to COVID-19. The housing staff person(s) may serve as witness(es).

Fraud is a risk with any program. As part of the application process, applicants are required to sign a statement attesting to the fact that falsifying information for the purpose of receiving assistance is a first-degree misdemeanor. Local governments should protect against fraud by exercising due diligence. This means that the local government ensures that the applicant attests under penalty of law that their information is correct, the local government reviews the information thoroughly to assess eligibility, and the local government affirms hardship and income eligibility. If an applicant is found to have lied on the application, the local government can exercise due diligence by bringing legal action against the applicant to recoup funds.

Hardship

When determining when a local government can provide assistance, the local government must establish that the applicant is directly impacted by COVID. Local governments may establish a local policy allowing for CRF assistance to continue for a COVID-impacted household for a month or two even after the household's income has rebounded, as long as that household is still income-eligible and continues to have a hardship that affects ongoing housing security.

All households experiencing homelessness have a COVID hardship by virtue of their being homeless. Therefore, the required hardship documentation for these households is documentation of homeless status.

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No Payments in Advance

Local governments can pay for past-due amounts or current amounts of rent, mortgage, or utilities. However, local governments cannot pay future months of rent and mortgage payments in a lump sum. The CRF guidance regarding income eligibility is that rent and mortgage aid "should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary." The local government, therefore, will need to determine on a month by month basis if the applicant needs additional assistance before paying that month's rent, mortgage, or utility payment. Applicants that receive assistance do not have to be delinquent on payments to justify providing mortgage or rental assistance.

The local government can assist households on an ongoing basis in some cases. For example, a local government can help applicants catch up on past due rent and mortgage payments, and if there are funds remaining, the local government can later provide additional assistance for those same applicants. The household receiving CRF assistance initially signed an income certification form that details eligibility.

To determine whether a household that has already received assistance should receive additional assistance, the local government must contact the household regarding their income and continued need. If the household indicates their income has changed, an updated self-certification form must be obtained. If the household remains income-eligible, additional assistance can be provided. However, if the household indicates that their income has not changed, the self-certification form that household signed previously remains in effect, and no additional documentation is needed to provide assistance.

Subsidized Rentals: Avoid Duplication of Benefits

There may be applications for assistance from households who receive assistance from a public housing authority (e.g., receive a housing voucher or live in public housing) or live in subsidized apartments and therefore have reduced rents. A local government Is generally not prohibited from assisting those applicants if they have a COVID-related hardship. However, if an applicant lives in a FHFC-assisted development that is receiving assistance through other FHFC CRF resources, that household may not be eligible under this program.

Before assisting a household living in assisted housing, the local government must contact the management agent to confirm that they are working with the tenant to avoid evictions and keep rents affordable to households with COVID hardships. The local government cannot duplicate benefits or pay rent when there are other sources of funds available to assist those specific tenants. The link to FHFC portfolio properties that have applied for CRF funding under FHFC's program to assist FHFC portfolio apartment owners is provided here: https://www.floridahousing.org/about-florida-housing/florida-housing's-coronavirus-relief-fund.

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Chapter 6: Documentation of Eligibility

Overview

The FHFC-CRF Subrecipient Agreement (Section J.3.b.) addresses the documentation that each local government must retain.

> Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
>
> i. Proof of income compliance
> ii. Proof of homeownership
> iii. Proof of use of FEMA proceeds
> iv. Documentation of all required inspections including mold remediation and wood
> v. destroying organisms
> vi. Documentation of any required remediation
> vii. Certificate of Occupancy
> viii. Placed in Service documentation
> ix. Proof of contract or eligibility
> x. Documentation of payments made on the award
> xi. Documentation of the value/sales price of the unit, as applicable.

Below are the specific documents needed to comply with the CRF Subrecipient Agreement. Several are included as exhibits in this CRF Manual.

- ***Income compliance and proof of eligibility*:** Collect the self-certification of income (Exhibit 6) and the CRF application (Exhibit 4), which includes a section where the applicant lists sources of income and describes their COVID-related hardship. Complete an income certification form (Exhibit 8) based on information from these documents.
- ***Document homeownership*:** Collect one of these items: Warranty Deed, Homestead Exemption, Quit-Claim Deed, Tax Records, Long-term Lease, or Life Estate
- ***Household:*** Identification documents for all household members (e.g., driver license, birth certificate, utility bill, voter's registration, school record of permanent residence). One form of ID for each household member is sufficient.
- ***Use of FEMA proceeds:*** Although the Subrecipient Agreement mentions FEMA funds, there are no such funds involved with this COVID assistance. Instead, this topic relates to other sources that could also aid an applicant. Each applicant must sign the duplication of benefits form (Exhibit 5) created specifically for this CRF assistance.
- ***Inspections:*** When the assistance includes emergency repairs, the file should include relevant documents like a mold remediation or wood destroying organisms report as well as a certificate of occupancy as necessary.
- ***Payments:*** Contact information for the landlord, mortgage company and/or utility company, which might include a lease, monthly mortgage statement, or utility bill. Copies of checks for CRF assistance provided or similar documentation in the case of electronic funds transfers.

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Document Income Eligibility

Under the COVID-19 emergency, each local government may use expedited methods of processing applications and reviewing and qualifying income. While the SHIP program requires the collection of third-party verification of income and assets, this is not required for CRF assistance. Instead, the applicant provides information on income and assets in three CRF documents:

1. The CRF Self-Certification of Income and Assets, which must be signed by each adult household member with income or a hardship;
2. The CRF Application, which contains a section about income and assets;
3. The CRF Income Certification Form (RIC), which may be signed by CRF staff based on information on the self-certification and application. With this form, the local government ensures that the household income does not exceed 120% AMI, in accordance with 24 CFR Part 5. Pursuant to HUD guidelines, the federal unemployment benefits under the CARES Act are classified as stimulus funds, not unemployment benefits. These funds are excluded from the income calculation.

Document COVID-Related Hardship

Applicants that have been unemployed, furloughed, or otherwise have experienced a reduction in income due to the economic effects of COVID-19, and who meet other eligibility requirements (e.g., household income not exceeding 120% AMI) are eligible. Persons who were unemployed prior to the COVID-19 pandemic can also be eligible if they attest to the fact that COVID-19 has negatively affected their job prospects. Persons experiencing homelessness are categorically eligible because housing is a way to reduce the spread of COVID-19. No proof of loss of income is required to justify spending CRF funds on homeless-related assistance.

Statements from applicants with hardships indicating that they were impacted by COVID are sufficient documentation of hardships. The applicant signs the self-certification of hardship and the local government is not required to collect any additional hardship-related documents. The CRF application contains a section where the applicant provides pre-COVID income, income reductions, and details of their hardship. The self-certification form that is completed by each household member provides and requires an explanation of the COVID hardship. The local government staff should review the explanation of the hardship to confirm the applicant is eligible. For all forms, a digital signature is acceptable.

Document Monthly Verification of Eligibility

Some assisted households may continue to experience hardships and need assistance in subsequent months. These households may receive additional assistance so long as they are still eligible. The income certification form details that an applicant is eligible when first assisted; this document is considered valid and up to date for one year. As long as the household's income has not changed, no additional documentation is required from an applicant. However, if the household's income has changed, additional documentation is required.

The local government should contact assisted recipients each month to check if their income has increased and if they are still in need of another month of assistance. If their household income has changed, the applicant must complete an updated income certification form.

The Monthly Eligibility Verification form (Exhibit 10) may be used to document local government staff's monthly communication with each applicant who needs additional assistance. This form tracks the assistance a household

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has received to help ensure that assistance does not exceed the maximum award amount, if a maximum award has been set by the local government.

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Chapter 7: Using CRF to Reimburse Eligible Expenses

Overview

Local governments can use CRF to reimburse SHIP funds spent assisting applicants with COVID hardships. CRF may reimburse for activities that are eligible under the CRF and CARES Act guidelines, so long as the activity had not been previously budgeted for those SHIP funds. It is acceptable, for instance, if SHIP funds were originally budgeted for purchase assistance and later redirected to provide rental assistance due to COVID-19. Similarly, local governments may use CRF to reimburse SHIP if unencumbered SHIP funds were directed to COVID-related assistance for a CRF eligible use. However, CRF cannot be used to reimburse SHIP for any activities that occurred before March 1, 2020.

Using CRF to reimburse SHIP is a priority use of funds, so this reimbursement should be paid from the first CRF payment received. CRF funds may only be used to reimburse SHIP activities for (1) CRF eligible activities, (2) that occurred on or after March 1, 2020, and (3) when applicant files contain the appropriate documentation:

1. Documentation of a COVID hardship. This may include proof of filing for unemployment, receiving unemployment benefits, or a letter from an employer.
2. Income verification and certification forms that show the recipient's income is at or below 120% AMI.

There is no specific form required to document CRF reimbursement of SHIP. SHIP funds that are already expended can be reimbursed, while funds that are encumbered with SHIP can be replaced by CRF funds for eligible activities. All CRF activities, including reimbursement of SHIP and assistance for households, must be completed by December 30, 2020.

Examples of Reimbursable Activities

Common SHIP activities that may be reimbursed with CRF are rent, utility, and mortgage assistance. In addition, reimbursement may be made for administrative expenses associated with this assistance, so long as the amount does not exceed 10 percent of the assistance being reimbursed.

Rehabilitation Projects are Not Eligible for CRF Reimbursement

SHIP rehabilitation work is regularly budgeted and planned for as housing assistance, so CRF funds cannot reimburse those costs.

Reporting CRF Reimbursements on SHIP and CRF Reports

CRF reimbursements are tracked as SHIP program income received in the 2020/2021 state fiscal year, so these funds must be encumbered by June 30, 2022 and expended by June 30, 2023. Reimbursements are reported on both SHIP and CRF Reports:

> *SHIP Report*: The initial assistance provided is recorded on the SHIP annual report. If, for instance, you use CRF to reimburse 17/18 SHIP funds, this activity will be included on the closeout 17/18 report as expended for the appropriate activity. This records the first time the SHIP funds were expended. Those funds will then be reimbursed and must be expended again. The second time the funds are expended will be reported in the 20/21 closeout report. In this way, the CRF reimbursement of SHIP is like any program income that comes from repayment of assistance.

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CRF Report: The reimbursement of SHIP is also reported on the CRF Report. This activity is added on the CRF DATA spreadsheet by including one row of expenses for each household that had been assisted with SHIP. For example, if Ms. Gonzales received $3,000 of SHIP COVID rent assistance in April 2020, and then CRF reimbursed SHIP for that payment in August, that would be reported as a line item on the CRF DATA spreadsheet.

Processing Final SHIP Assistance to be Reimbursed by CRF

Some cities and counties are continuing to provide SHIP COVID-related assistance in the interim before the CRF Subrecipient Agreement is signed, CRF dollars are received, and the application process begins. In such cases, staff know that these cases will be reimbursed by CRF in the near future. Local governments may use the streamlined CRF application process for such SHIP cases. The applicant is not required to fill out a new CRF application, but the applicant should complete and sign the CRF self-certification of income and hardship form. The applicant should also be interviewed to provide details about the COVID hardship and the approximate loss of income. If third party documentation of income and hardship is not received quickly, it is appropriate to follow the CRF policy of establishing eligibility solely based on applicant provided information and the self-certification.

CRF Reimbursement Beyond SHIP

Local government may be able to reimburse other types of funding that was used for COVID-related activities as long as those other funding sources do not prevent reimbursement and the expenditures being reimbursed are for CRF eligible activities for eligible applicants. Before making such reimbursements, local governments should email Robert Dearduff the details of the situation for consideration as CRF reimbursement.

The Difference between Reimbursement and Replacement

If SHIP funds have already been expended for a CRF eligible use, these may be reimbursed by CRF. This is different than SHIP funds that were initially encumbered for COVID assistance and then were unencumbered when they were replaced by CRF funds for eligible activities. In this case, it is not a reimbursement, it is a reassignment of funding sources. The key difference is that funds which are reimbursed become SHIP program income in FY 2020-2021, while SHIP funds that are freed up due to CRF funds replacing them remain in the fiscal year in which they were allocated.

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Chapter 8: Rental Assistance, Housing Re-Entry, and Eviction Prevention

Income eligible renters with a COVID hardship may receive CRF assistance with their rental payments. Under section (C)(4) of the FHFC Subrecipient Agreement, CRF funds can be used for rental assistance payments including back rent, deposits, late fees, and utility payments. CRF funds can also be used for housing re-entry assistance in the form of security deposits, utility deposits, and temporary storage of household furnishings. Any activities not expressly stated in the Subrecipient Agreement must be presented in writing to FHFC and approved in writing prior to implementation.

Overview

As with all FHFC-CRF funds, local governments cannot serve households who exceed 120% of Area Median Income (AMI). There are no specific set-aside requirements. A local government can choose to serve only lower income households or develop its own set-asides, but it is not required. For example, as a local policy, a local government could decide to serve only up to 80% AMI and set aside 20% of the funds for persons with special needs, but that is not required by the Subrecipient Agreement.

Rental assistance can only be provided to applicants who live in "eligible housing" units as defined by the Subrecipient Agreement. The only clarification to this definition is that local governments can provide rental assistance to applicants who live in mobile homes built prior to June 1994 but cannot provide any assistance for repairs to households in those units. An inspection is not required prior to granting rental assistance for households in pre-1994 mobile homes but as a best practice, the local government may put processes in place to confirm than an older mobile home is not substandard.

September 2020 CDC Eviction Moratorium

On September 1, the Centers for Disease Control and Prevention (CDC) issued a temporary national moratorium on most evictions for nonpayment of rent that took effect on September 4. The CDC issued this order as a measure to prevent the spread of COVID-19. This order prevents evictions for nonpayment of rent for eligible tenants who invoke the CDC's order through a Declaration form through December 31, 2020. Tenants can still be evicted for lease violations not related to nonpayment of rent.

Local government staff and housing advocates should be aware of this eviction moratorium for a variety of reasons, arguable the most important being that the CDC eviction moratorium is not automatic. First, there is a legal question as to if the CDC order applies to Florida while Florida has its own statewide eviction moratorium. The CDC order provides that it "does not apply in any State . . . with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in [the] Order." Therefore, until a court decides on which moratorium supersedes, housing professionals should be aware of the requirements a tenant must meet to evoke both the state and CDC moratorium. Regardless, this new CDC order means that even if the Governor does not extend the statewide eviction moratorium past October, Florida renters will be protected by the CDC order until at least December 31.

Second, the CDC moratorium is literally not automatic. To be protected by the order, each adult listed on the lease must complete and provide a Declaration to their landlord that attests to specific requirements of the order

under penalty of perjury. If a tenant(s) does not provide the Declaration to their landlord, the CDC eviction moratorium will not protect them from eviction. Housing professionals should educate tenants on this facet and provide tenants the proper Declaration. Otherwise, many tenants may not be aware of their rights and face eviction.

To be protected by the CDC order, the tenant(s) must declare that:

- 1) the individual has used best efforts to obtain all available government assistance for rent or housing;
- 2) the individual either (i) expects to earn no more than $99,000 in annual income for Calendar Year 2020 (or no more than $198,000 if filing a joint tax return), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- 3) the individual is unable to pay the full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary out-of-pocket medical expenses;
- 4) the individual is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses; and
- 5) eviction would likely render the individual homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.

The CDC has provided a sample Declaration form of these items. Please contact us if you have additional questions on the CDC eviction moratorium.

Administering Assistance

Assistance can be provided for up to 10 months from March 1, 2020 through December 30, 2020. However, local governments cannot pay for future rent payments in a lump sum. If a local government awards assistance to an applicant on a monthly basis through December, it must certify each month that continued assistance is necessary to meet a continued hardship. For example, a local government could award an applicant $4,000 through December but would need to certify each month that the hardship still exists and that the household is income-eligible before paying the rent in monthly installments. Back rent, late fees, and other additional fees are eligible expenses.

Rent limits and other affordability tests are not required to grant rental assistance to an applicant – the applicant simply must be income-eligible, have a documented COVID-related hardship, and meet other requirements as applicable. While there is not a requirement to follow standard rent limits, a local government could decide to take affordability into account when offering or prioritizing assistance. Similarly, there is not a maximum for how much can be spent on monthly rent payments nor Is there a maximum award amount. These are local decisions to be made.

It is recommended that assistance be paid directly to the housing provider. Both the CARES Act and Treasury Guidelines are silent as to whether a lease is required. Therefore, the local government would need information necessary to determine that a tenancy exists, the assistance amount, and to whom to pay assistance. Assistance can be provided to an applicant that rents one room in a unit as long as the local government can determine that a valid tenancy exists. In regard to assistance applicants living in motels, it is recommended that local governments use CRF funds to assist those persons to move into a rental unit by paying move-in costs and

providing rent payments on a monthly basis through December 30, 2020, assuming the household meets other eligibility requirements.

Using a Sub-Grantee to Administer Assistance

Local governments can contract with a sub-grantee to administer rental assistance. A sample sub-grantee agreement is provided as an Exhibit to this Manual. Local governments can amend the sample agreement to reflect the duties and obligations of each party in the individual circumstance, but local governments should not amend provisions relating to compliance. The compliance sections in the sample agreement are lifted directly from the Subrecipient Agreement between FHFC and the local government. Compliance provisions must remain intact especially given that local governments will be ultimately responsible for the actions of the sub-grantee.

Duplication of Benefits

As always, local governments must perform due diligence to confirm that an applicant is not receiving duplicative benefits. If an applicant receives funding from more than one source for the same month's rent, there will be a duplication of benefits concern. Applicants can receive assistance from other sources as long as the assistance does not provide more assistance than is needed for a month's rent in question. For example, a local government could pay an applicant's back rent due using other CARES Act funding, and then pay for current rent using FHFC-CRF funds.

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Chapter 9: Mortgage Assistance and Foreclosure Prevention

Income-eligible homeowners with a COVID hardship may receive assistance with their mortgage payments. Do not make mortgage payments in advance but instead pay them when they come due. For example, if a payment is due October 1, the date on the check must be October 1 or later. It is not necessary for the homeowner to be delinquent on payments to receive assistance, nor is it necessary to require homeowners to apply for payment forbearance. However, a homeowner in forbearance may receive mortgage assistance without terminating or disrupting the forbearance period.

PAYING ESCROWED TAXES

Mortgage payments often include a small amount to pay property taxes. The lender collects this in an escrow account and pays taxes annually. In general, CRF funds may not be used to pay property taxes, since this is a form of local government revenue replacement. However, paying escrowed property taxes in a mortgage payment is a permissible CRF payment according to the US Treasury exception made in the case of assistance designed to prevent foreclosures.

You may pay escrowed taxes only if the homeowner is delinquent on the mortgage. Any delinquent mortgage is in danger of foreclosure and so this is allowable according to the US Treasury for assistance to prevent foreclosures.

The following information may be used to document that a homeowner is delinquent on mortgage payments:

- A Notice of Default if one has been provided to the homeowner, or
- The most recent mortgage statement, which will indicate that one or more mortgage payments are past due.

ASSISTING HOMEOWNERS WHO ARE NOT DELINQUENT

The local government may not use FHFC-CRF funds to pay escrowed taxes if a homeowner is not delinquent on their mortgage payments. A homeowner who is not delinquent may still have a COVID-related hardship and need mortgage assistance if they are struggling to pay bills. The homeowner could be in forbearance or could be coming off a forbearance period and need help to pay the amount due.

The local government should identify the amount of escrowed property taxes by reviewing a mortgage statement, consulting online information, or receiving the information directly from a mortgage servicer. While the local government is not required to contact the lender, this may be necessary to obtain the required information, such as delinquency status, PITI (principle, interest, taxes, insurance) amounts, and information necessary for remitting the payment.

For a homeowner not delinquent, the CRF assistance will be equal to the mortgage amount due minus escrowed taxes. The homeowners should be alerted that partial payments of this type do not eliminate the risk of foreclosure and that, if possible, they should pay the taxes themselves to fully satisfy the mortgage payments due.

A local government may pay the full mortgage payment for a household that is delinquent but then assist on a monthly basis for subsequent months. In this case, the property taxes can be paid in the initial month when the CRF funds are used to bring the household current on their mortgage, but in subsequent months the property taxes cannot be paid. In each subsequent month, the local government must verify that the applicant is still

income-eligible and in need of assistance due to the impact of COVID. The Monthly Eligibility Verification form can be used to verify continued eligibility.

HOUSING COUNSELING

CRF may be used to provide eligible households with housing counseling services. A homeowner, for example, may benefit from learning what forbearance plan is available for his or her mortgage. In some cases, CRF-funded counseling may be the only CRF assistance that a homeowner receives. Their housing counselor may, for instance, inform them that their mortgage allows for these missed payments to be added to the end of the mortgage payment period. In such a case, no CRF dollars are expended on mortgage assistance, since CRF-funded counseling provided the information that another approach is available.

Housing counseling is a program cost, not a project delivery cost, and the amount of CRF spent on such counseling is not limited. As a best practice, local governments should work with a HUD-certified housing counseling agency, which may be paid a service delivery fee for providing counseling services.

Housing counseling activities are not reported on the CRF DATA spreadsheet. Instead, the required monthly, quarterly, or close-out report will include a field for these expenses to be added.

ADDITIONAL TOPICS

Can a local government provide mortgage assistance to an applicant with a local government mortgage?

Yes, as long as the applicant qualifies under program guidelines. You may pay such a mortgage in any position, including a first mortgage for an eligible applicant.

For mortgage assistance, are we able to assist a household that only has 50% homestead exemption?

This a local policy decision. A requirement that the mortgage is on the applicant's primary residence may be enough to meet your concerns.

Can we provide mortgage assistance to a homeowner with a 'contract for deed' purchase arrangement?

Yes. A contract for deed is considered a mortgage under Florida law.

The agreement provided states that CRF funds can be used for mortgage payments and buydowns. What is meant by "buydowns"?

A mortgage buydown refers to a borrower paying a fee in exchange for a lower interest rate on their mortgage.

Is homeowner's insurance eligible if it is past due?

Yes, if included in the mortgage payment. Insurance that is escrowed as part of the mortgage payment may be paid regardless of whether the mortgage payment is past due.

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Exhibit 1: Coronavirus Relief Fund (CRF) Subrecipient Agreement

THIS FUNDING AGREEMENT ("Agreement") is entered into by and among BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS ("Subrecipient"), 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. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds or CRF funds") will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

WHEREAS, the Subrecipient and Florida Housing wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

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

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

B. Definitions:

1. "Administrative Expenditures" means funds, not to exceed 10% of the allocation, expended by

Subrecipient to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.

2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes..

3. "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 Subrecipient.

4. "Eligible Local Government" means a local government in Florida that meets the SHIP Program eligibility requirements.

5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Subrecipient to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.

6. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.

7. "Expended" means the affordable housing activity is complete.

8. "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 CRF funds.

9. "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.

10. "Sub-Grantee" means a person or organization contracted by a Subrecipient that is compensated with CRF funds to provide administration of any portion of the CRF.

C. <u>Allocation and Use of Funds</u>:

This manual is specific to the FHFC-CRF funding administered by SHIP jurisdictions. The manual cannot be relied upon for other CRF-funded programs.

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is: $975,605.

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount In Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.
3. Establishment of CRF Trust Fund: Subrecipient must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.

4. Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:
   a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.
   b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
   c. CRF funds may be used for the following pre-approved program purposes or activities:
      i. Rental assistance payments (including back rent, deposits and utility payments);
      ii. Mortgage payments and buydowns;
      iii. Emergency repair of housing;
      iv. Assistance to homeowners to pay insurance deductibles;
      v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
      vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
      vii. Homeownership counseling.

   All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.

5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.

This manual is specific to the FHFC-CRF funding administered by SHIP jurisdictions. The manual cannot be relied upon for other CRF-funded programs.

6. Advertisement of Availability of Funds: U CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
   a. The amount of funds projected to be received from the state for the fiscal year(s).
   b. The beginning and ending date of the application period;
   c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);

7. Repayments:
   a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.
   b. The Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.
   c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.
   d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
   e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.
   f. The Subrecipient's obligations under this section will survive the termination of the Agreement.

8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than $750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

D. Application for CRF Eligible Person or Household Assistance: Subrecipient shall establish criteria for CRF assistance and develop an application for CRF eligibility.

a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF 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.
b. At a minimum, an application for program assistance should contain the following items for each household members:
   i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
   ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
   iii. 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.
   iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.
   v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

E. 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 10 months' rent; or
3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or

F. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.

G. Income Categories: All households assisted must be at or below 120% of the area median income.

H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.

I. Reporting Requirements: The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than

15 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.

J. Program Compliance

1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or Sponsor, regardless of whether the request was approved or denied.
   a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
   b. Record and File Retention: Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee or Sponsor for five fiscal years after funds have been expended or 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.
      i. 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.
      ii. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient'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.
      iii. In cases where a Sub-Grantee is used to administer CRF, Subrecipient is ultimately responsible for program compliance.
      iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or 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 Subrecipient must retain all records no less than five 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.
      v. 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.
   c. Access to Files: Florida Housing or any duly authorized representative shall be permitted to

inspect any files relating to CRF Eligible Person or Sponsors including but not limited to 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, CRF 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.

2. Files Management and Record Retention relating to Subrecipient and Administration of this Agreement:
   a. The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Florida Housing under this Agreement.
   b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.
   c. Record and File Retention: Subrecipient 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.
   d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
   e. 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 Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.

3. Compliance Monitoring: Subrecipient must be subject to compliance monitoring during the period of performance 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 Subrecipient:
   a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.

b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
   i. Proof of income compliance;
   ii. Proof of homeownership;
   iii. Proof of use of FEMA proceeds;
   iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
   v. Documentation of any required remediation;
   vi. Certificate of Occupancy;
   vii. Placed in Service documentation;
   viii. Proof of contract or eligibility;
   ix. Documentation of payments made on the award; and
   x. Documentation of the value/sales price of the unit, as applicable.

4. Cooperation with Inspector General: Subrecipient 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. Subrecipient will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.
5. Technical Assistance: Training and technical assistance is available to Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.

6. Program Income: Program Income realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to Florida Housing.

7. Recaptured Funds: Recaptured Funds realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to Florida Housing.

K. Contacts

1. Florida Housing's contract administrator for this Agreement is:
   Contract Administrator
   Florida Housing Finance Corporation 227
   North Bronough St., Suite 5000
   Tallahassee, Florida 32301-1329
   Phone: 850.488.4197
   E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:
   Robert Dearduff, Assistant Director of Special Programs
   Florida Housing Finance Corporation

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227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Robert.Dearduff@floridahousing.org or the
designated successor.

3. The Grantee's contract administrator for this Contract is:
Linda Graham, Special Projects Coordinator III
2725 Judge Fran Jamison Way, Bldg. B, 1st Floor Viera,
Florida 32940
Phone: 321.633.2076
E-mail: linda.graham@brevardcounty.us or the
designated successor.

L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance

with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
(J) See § 200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

   a. If any report, information or representation provided by Subrecipient in this Contract is inaccurate, false or misleading in any respect;
   b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
   c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
   d. If, in the sole discretion of Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;
   e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
   f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
   g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
   h. If Subrecipient commits fraud in the performance of its obligations under this Contract; or
   i. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

   a. Florida Housing may terminate the Contract on the 10th day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
   b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
   c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or
   d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

N. Termination

1. Florida Housing may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Subrecipient, from the date sent from Florida Housing.

2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing's Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.

3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations.

Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient'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.

2. 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.

3. Insurance: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.

4. 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.

5. 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.

6. Lobbying: In accordance with Section 216.347, Fla. Stat., Subrecipient 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.

7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Subrecipient 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). Subrecipient 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 Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient's duty to provide public records relating to this contract, contact the Corporation Clerk at:

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Corporation Clerk

227 N. Bronough Street, Suite 5000

Tallahassee, Florida 32301-1329

Phone: 850.488.4197

E-mail: Corporation.Clerk@floridahousing.org

8. Personally Identifiable Information (PII); Security:
   a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient 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. Subrecipient 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.
   b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient 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.
   c. Subrecipient 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.
   d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
   e. Subrecipient 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.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
   f. Subrecipient 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.
   g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
   h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient 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; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:
   a. 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.
   b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient 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 Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
   c. 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.
   d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement Number 039-2020, each through a duly authorized representative, effective on the Effective Date.

XXX COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

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Exhibit 2: CRF Technical Guidance 7/28/2020

Memorandum

TO: Local Governments participating in Coronavirus Relief Funds (CRF-2)

FROM: Robert Dearduff, Assistant Director of Special Programs

SUBJECT: Technical Guidance on Coronavirus Relief Fund (CRF-2)

DATE: July 28, 2020

Item #1: Definition of Eligible Housing (Page 2, B. 3.) clarified:

"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 Subrecipient.

Item # 1 Guidance: *The Eligible Housing definition reference to the June 1994 restriction on assisting manufactured housing is not meant to restrict a local government from providing rental assistance to a resident of a manufactured or mobile home that was constructed prior to June 1994 as long as no funds are being used to repair the unit. It is also advisable in these situations that the local government review and determine that the home in question is not substandard.*

Item #2: Use of Project Delivery Costs (Page 3, C. 4.) clarified:

Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:

a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.

Item #2 Guidance: *The use of Project Delivery Costs as defined in B. 9 of the CRF subrecipient agreement is separate and above the 10% cap on administrative fees. Project delivery costs can only be paid to individuals or entities that provide services directly related to assisting eligible CRF applicants that cannot or is not being performed by local government staff that whose salaries are derived from the administrative fees. The*

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reasonable cost of project delivery costs is 5% or less. Keeping these costs as low as possible allows you to serve more applicants with program funds.

Item #3: Advertisement of funding availability (Page 3, C. 6.) clarified:

Advertisement of Availability of Funds: CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:

a. The amount of funds projected to be received from the state for the fiscal year(s).
b. The beginning and ending date of the application period;
c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);

Item # 3 Guidance: *With the need to make the CRF funds available as soon as possible, the advertising requirement may also be met through the use of the local government's website and social media accounts that are available to the public. Local governments that were already using SHIP funds for similar uses do not need to wait the 10-day period before taking applications.*

Item #4: Allowable property tax payments (Page 5, F.) clarified:

Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.

Item # 4 Guidance: *According to US Treasury guidance regarding the payment of property taxes, exceptions may be made in the case of assistance designed to prevent foreclosures.*

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Exhibit 3: Sample Notice of Funding Availability

The City/County has received a distribution of _____ in Coronavirus Relief Funds from Florida Housing Finance Corporation and will receive a second distribution after October 15, 2020.

Residents that have been impacted by Coronavirus and have experienced unemployment or underemployment may receive any of the following forms of assistance.

1. Rent payments not to exceed 10 months, from March 1, 2020 to December 30, 2020. Assistance can include late payments, late fees and charges and rent payments to prevent eviction.
2. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings.
3. Mortgage payments not to exceed 10 months, from March 1, 2020 to December 2020. Payment can include late payments, late fees, HOA, condo fees and other related fees to prevent foreclosure.
4. Utility payments that include water, electricity, gas, internet, cable including late payments and late fees and charges to prevent a discontinuation of essential services.

Applications will be accepted starting August _____, 2020 and the application period will end December 1, 2020 or when all funds are expended, whichever occurs first.

Applications can be picked up at _____ or downloaded from our website at _____ and submitted by mail, dropped off or e-mailed electronically.

Submit application to:

Attention: _____,City/County address, e-mail

For questions, additional information, or reasonable accommodation request contact:

Name and title

Address

Phone

E-mail

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Exhibit 4: Housing Intake Application

INSTRUCTIONS FOR APPLICATION

General Instructions

Read the instructions for this application.

Please type or use BLUE or BLACK ink. Do not use pencil or other colors of ink. Please write legibly. All blanks must be completed or have N/A written in.

All household members 18 years of age or older must sign and date the application.

Submit application with all the required documentation to: {Insert electronic and postal information}.

Itemized Instructions

1. **APPLICANT INFORMATION**: Provide your legal name, an address where you receive your mail, an e-mail address (if applicable), your date of birth, and your marital status and other fields.
2. **CO-APPLICANT/OTHER HOUSEHOLD MEMBER INFORMATION**: List all other members of the household residing in the unit. Attach additional sheets if necessary.
3. **ALTERNATE CONTACTS INFORMATION**: This information is being collected to assist us in locating you in the event that you move or are living temporarily in another location. List contacts who are helping you through this process, if applicable.
4. **HOUSEHOLD COMPOSITION AND CHARACTERISTICS**: As of today, list the current Head of Household and all other members of the household. Indicate the relationship of each family member to the Head of Household, date of birth and marital status. Indicate if any of the members listed are disabled and explain if there are any expected additions to the future household, e.g. birth of a child, adoption, legal custody ruling resulting in an additional household member.
5. **RACE AND ETHNICITY FOR HEAD of HOUSEHOLD**: This information is collected for reporting purposes only.
6. **ELIGIBILITY INFORMATION**: The information collected here is important to determine eligibility as it relates to COVID assistance.
7. **COVID-19 INFORMATION**: Provide basic information concerning eligibility related to the public health emergency with respect to COVID-19. Provide information on whether you or a household member was directly affected by COVID-19.

   a. Agreement to turn over Proceeds, Future Reassignment.

      If the applicant has received or receives any Proceeds from any source that covers the expenses covered by the CRF assistance provided, the applicant agrees to promptly pay such amounts to the City/County.

   b. In the event that the applicant received, receives or is scheduled to receive any Proceeds not previously disclosed to the City/County the applicant shall notify the City/County of such Subsequent Proceeds, and the City/County will determine the amount, if any, of such Subsequent Proceeds that are a duplication of benefits (DOB). Subsequent Duplication of Benefits proceeds shall be disbursed as follows:

      (1) If the Award has been fully expended by the City/County, any Subsequent DOB Proceeds shall be paid by applicant to the City/County up to the amount of the Award.

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(2) If no portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be paid by applicant to the City/County and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the applicant to the City/County shall be returned to the applicant, and this Agreement shall terminate.

(3) If some portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by applicant to the City/County to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City/County; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the applicant, and this Agreement shall terminate.

(4) If the City/County makes the determination that the applicant does not qualify to participate in the Program or the applicant decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the applicant to the City/County that have not been used or obligated by the Program shall be returned to the applicant, and this Agreement shall terminate.

(5) Once the City/County has recovered an amount equal to the Award, the City/County will reassign to applicant any rights assigned to the City/County pursuant to this Agreement.

8. OTHER ASSISTANCE RECEIVED: Provide all information any other type of related assistance to the assistance.

9. INCOME INFORMATION: Provide information on all household income sources. Income includes the following: Wages, salaries and tips, alimony, child support, military income, part-time income, temporary income, TANF, Social Security, other benefits, and other income for all household members. Food benefits are NOT considered income.

10. ASSET INFORMATION: Provide the requested information on assets for all household members. Examples of what constitutes assets are listed below:
Typical assets include:

- Cash held in savings, checking accounts, safe deposit boxes, homes, etc.;
- Stocks, bonds, treasury bills, CDs, mutual funds, money market accounts, and other investment accounts;
- Individual retirement accounts, 401(k), Keogh accounts, annuities, and other similar retirement savings accounts;
- Cash value of life insurance policies available to the holder before death;
- Personal property that is held for investment purposes;
- Equity in real property;
- Retirement and pension funds;
- Mortgage or deeds of trust held by the applicant

Some items of personal property are ***NOT*** counted as assets for the purposes of determining annual income:

- Automobiles;
- Jewelry; and/or

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- Term life insurance policies

11. FALSE STATEMENTS

Chapter 817 of the Florida Statutes provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under §775.082 or 775.083.

Applicant is hereby notified that intentionally or knowingly making a materially false or misleading written statement relating to the Program could result in ineligibility for benefits, action to recover any Program benefits paid to or on behalf of applicant, and/or a referral to criminal law enforcement.
Applicant represents that all statements and representations made by applicant regarding Proceeds received by applicant have been and shall be true and correct.

12. PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT

Information provided by the applicant(s) may be subject to Chapter 119, Florida Statutes, regarding Open Records.

Information provided by you/your household that is not protected by Florida Statutes can be requested by any individual for their review and/or use. This is without regard as to whether or not you qualify for funding under the program(s) for which you are applying. Having been advised of this fact prior to finalizing the application for assistance or supplying any information, your signature below indicates that:

I/We agree to hold harmless and indemnify the City/County, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability and costs that may arise due to compliance with the provisions of Chapter 119, Florida Statues.

I/We agree that the City/County does not have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to the City/County in connection with this application, or obtained by them in connection with this application, from being disclosed pursuant to a public records law request.

I/We agree that the City/County does not have any obligation or duty to provide me/us with notice that a public records law request has been made.

I/We agree to hold harmless the City /County or any governmental agency, its officers, employees, stock holders, agents, successors and assigns from any and all liability that may arise due to my/our applying for assistance.

13. ELIGIBILITY RELEASE: It is required that you sign this form, which allows the Subrecipient, State or Vendor to request information from Third Parties if it chooses to do so, concerning your eligibility and participation in this program. This form allows for income, assets, child support, etc. to be verified and documented.

_____	_____
Applicants Signature	Date
_____	_____
Household Member	Date
_____	_____
Household Member	Date
_____	_____
Household Member	Date

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Application Number:	
Application Received By:	Date/Time Application Received:
What type of housing assistance are you requesting? Circle all that apply Rent Mortgage HOA fees Electric Water Gas	
Other (Explain)	
If you are applying for rent assistance, provide the name, address, phone number and e-mail for your landlord:	
If you are applying for mortgage assistance provide the loan number, name, address, phone number for your lender:	
TO BE COMPLETED BY APPLICANT: (Head of Household)	
Full Name:	
Current Address: **Apt#**	
City, State Zip:	
Daytime phone:	**Mobile Phone:**
E-mail Address:	**Date of Birth:**
Marital Status:	**Age:**
Employed? Yes No	**Self Employed? Yes No**
1. TO BE COMPLETED BY CO-APPLICANT:	
Full Name:	
Daytime phone:	**Mobile Phone:**
E-mail Address:	**Date of Birth:**
Marital Status:	**Age:**
Employed? Yes No	**Self Employed? Yes No**

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4. HOUSEHOLD COMPOSITION, CHARACTERISTICS AND FAMILIAL STATUS: - As of today, all other members of the household. Indicate the relationship of each family member to the Head of Household (spouse, sibling, etc.). In addition, indicate if there are any additional members in the near future to the household.

Household Member Name	Relationship to Head of HH	Age	Date of Birth	Marital Status	Is household member listed disabled? Y/N	Employed
						Yes No
						Yes No
						Yes No
						Yes No
						Yes No

5. RACE AND ETHNICITY FOR HEAD of HOUSEHOLD (Check one): -This information is being collected for reporting purposes only.

RACE (Check all that apply):

☐ American Indian or Alaska Native	☐ Asian
☐ Native Hawaiian or Other Pacific Islander	☐ White
☐ Black or African American	☐ Other Multi-Racial

ETHNICITY (Check one):

☐ Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

☐ Non-Hispanic or Latino - A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

ELIGIBILITY INFORMATION: - If the answer to any of the following questions is NO, you are not eligible for assistance:

Were you or a household member affected by the COVID-19?	☐ YES	☐ NO
How many household members are affected by COVID-19?		
For each Household member affected by COVID-19, provide the following information:		
1st household member affected by COVID-19		
Name:		
Are they unemployed or underemployed due to COVID-19?	☐ YES	☐ NO
Date person became unemployed or under employed		
Name and address of employer prior to being impacted by COVID-19:		

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What was the annual gross income of this person prior to being affected by COVID-19 or March 1, 2020 whichever is later?		
Current employer:		
What was the projected annual gross income of this household after being affected by COVID-19?		
Is the person receiving unemployment benefits? ☐ YES ☐ NO		
If yes, how much are they receiving monthly $		
Provide additional information about Hardship:		
2nd household member affected by COVID-19		
Name:		
Are they unemployed or underemployed due to COVID-19?	☐ YES	☐ NO
Date the person became unemployed or under employed		
Name and address of employer prior to being impacted by COVID-19:		
What was the annual gross income of this person prior to being affected by COVID-19 or March 1, 2020 whichever is later?		
Current employer:		
What was the projected annual gross income of this household after being affected by COVID-19?		
Is the person receiving unemployment benefits? ☐ YES ☐ NO		

If yes, how much are they receiving monthly $
Provide additional information about Hardship:

Property Information		
Do you rent or own a pre-1994 mobile or manufactured home?	☐ YES	☐ NO
Are you past due or delinquent on your rent, mortgage or utilities?	☐ YES	☐ NO
What is your monthly rent payment?		
What is your monthly mortgage payment?		
What is your average monthly electric payment?		
What are the penalties due, if any?		
How many months of rent are past due?	Amount Due	
How many mortgage payments are past due?	Amount Due	
How many months of HOA fees are past due?	Amount Due	
How many months of utilities are past due?	Amount Due	
The following question will require a special review to determine eligibility:		
Did you apply for COVID-19 assistance to any other program or organization?	☐ YES	☐ NO
Explain:		

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Have you received any COVID related assistance?	☐ Yes ☐No
Amount Approved? Amount Received to date:	
List agency providing services	1
	2
	3
If yes, explain the type of assistance you received e.g. Red Cross, United Way, Catholic Charities previous federal or state assistance (CRF, CSBG, ESG, CARES ACT), etc.	☐ Yes ☐ No
Describe assistance received:	

INCOME INFORMATION: Income includes: Wages, salaries and tips, alimony, child support, military income, part-time income, temporary income, TANF, Social Security, unemployment benefits, other benefits for all household members. List ALL household members and their incomes. Attach a separate sheet if you need more space.

FOOD STAMPS ARE NOT CONSIDERED INCOME- do not list food stamps.

Household Member Name	Full Time Student? Y/N	Source of Income (include employer name) If Applicable	Rate of Pay	Payment Basis (hourly, weekly, monthly, etc.)

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ASSET INFORMATION: Provide the requested information on any property you may own or assets you may have.	
Do you own any other real estate?	☐ Yes ☐ No ☐ N/A
If yes, provide address, city and state of property(s):	
What is the tax roll value of the property?	☐ Yes ☐ No
If yes, what is the current balance owed on the mortgage?	
Do you have income from the property? (rental income)	☐ Yes ☐ No
If you answered yes, provide amount of annual income	$
Is your primary residence currently in foreclosure?	☐ Yes ☐ No

List below the types and sources of any household assets. Provide both the current cash value and the estimated annual income from the asset. (A listing of examples is located in the instruction section.) Provide this information for all household members.

Household Member Name	Type & Source of Asset	Cash Value of Asset	Annual Income from Asset

ELIGIBILITY RELEASE: It is required that you sign this form, which allows the City/County, subrecipient, sponsor, State or Vendor to request information from Third Parties concerning your eligibility and participation in this program.

Information Covered: Inquiries may be made about items initialed below by the applicant.

Instructions to Applicant: Your signature on this Eligibility Release, and the signatures of each member of your household who is 18 years of age or older, authorizes the City/County or any of its duly authorized representatives to obtain information from a third party regarding your eligibility and continued participation in the CRF Program for disaster assistance. Each adult member of the household must sign this Eligibility Release.

Information provided by the applicant(s) may be subject to Chapter 119, Florida Statutes, regarding Open Records.

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APPLICANT CERTIFICATION: Certify that all the information in the application is true, to the best of your knowledge. By signing this application to verify the information contained, the applicant authorizes the City/County or any of its duly authorized representatives to verify the information listed herein.

I/We understand the information provided above is collected to determine if I/we are eligible to receive assistance under the CRF program.
I/We hereby certify that all the information provided herein is true and correct.
I/We understand that providing false statements or information for the purpose of obtaining assistance is grounds for termination of housing assistance and is punishable under Chapter 817 of the Florida Statutes as a first-degree misdemeanor.
I/We authorize the above-referenced City/County/subrecipient/sponsor and any of its duly authorized representatives to verify all information provided in this application.
I/We understand that additional information will likely be required to move forward with this program.

Applicant's Authorization:
I authorize the above-named Subrecipient, Sponsor, State or Vendor to obtain information about me and my household that is pertinent to determining my eligibility for participation in the Program. I acknowledge that:
(1) A photocopy of this form is as valid as the original; AND
(2) I have the right to review information received using this form; AND
(3) I have the right to a copy of information provided to the Subrecipient and to request correction of any information I believe to be inaccurate; AND
(4) All adult household members will sign this form and cooperate with the Subrecipient in the eligibility verification process.
(5) If the applicant falsified information to obtain assistance, all funds paid on behalf of the applicant must be repaid to the program.

Signature of Applicant:	**Date**
Signature of Co-Applicant:	**Date**
Household member:	**Date**
Household member:	**Date**
Household member:	**Date**
Household member:	**Date**
Household member:	**Date**
Household member:	**Date**
Household member:	**Date**
Household member:	**Date**

Warning: Chapter 817 of the Florida Statutes provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under §775.082 or 775.083.

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Exhibit 5: CRF Duplication of Benefits Agreement with Recipient

Disclaimer: This is a sample agreement template and is not a complete legal document. Before using any part of this template, check with legal counsel to ensure that the Local Government's subrecipient agreements comply with state and federal laws and regulations, CRF guidelines and the CRF Subrecipient Agreement with FHFC.

Whereas, ("Recipient") is receiving Florida Housing Finance Corporation (FHFC) Coronavirus Relief Funds (CRF) to provide funding to (pay rent, pay mortgage payments, pay utilities) for the property located at <insert address>.

Now, therefore, the Jurisdiction has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth:

Federal Benefits and Charitable Donations
Recipient agrees that if he/she receives further federal benefits or charitable donations to (pay rent, pay mortgage payments, pay utilities) in connection with the COVID-19 response, the recipient will report receiving benefits by emailing <insert email address> or calling <insert phone number> within one (1) month of receipt of additional proceeds and/or benefits. If recipient fails to report additional federal benefits or charitable donations, then the Jurisdiction may require immediate repayment in full of the entire amount of assistance provided by the Jurisdiction.

Duplication of Benefits
Recipient agrees that if benefits received subsequent to the receipt of CRF funds are a duplication of benefits (DOB) received from other sources such as federal benefits or charitable donations, that the following shall apply:

1. If the Award has been fully expended by the City/County, any Subsequent DOB Proceeds shall be repaid by Recipient to the City/County up to the amount of the Award.
2. If no portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be paid by Recipient to the City/County and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Recipient to the City/County shall be returned to the Recipient, and this Agreement shall terminate.
3. If some portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Recipient to the City/County to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City/County; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Recipient, and this Agreement shall terminate.
4. If the City/County makes the determination that the Recipient does not qualify to participate in the Program or the Recipient decides not to participate in the Program, the Subsequent DOB

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Proceeds and any funds previously paid by the Recipient to the City/County that have not been used or obligated by the Program shall be returned to the Recipient, and this Agreement shall terminate.

5. Once the City/County has recovered an amount equal to the Award, the City/County will reassign to Recipient any rights assigned to the City/County pursuant to this Agreement.

Income Eligibility
Recipient certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Recipient's eligibility to receive CRF funds.

Enforcement
The Recipient and the Jurisdiction acknowledge that the Jurisdiction has the right and responsibility to enforce this agreement.

Whereas, if the Recipient does not violate any of the terms listed in this agreement, then this agreement will be considered released on the _____day of _____, 20_____ .

IN WITNESS WHEREOF, the undersigned recipient(s) has/have affixed his/her signature(s) this _____ day of _____.

Signed, sealed and delivered in the presence of:

_____ _____
Head of Household Date

_____ _____
Co-Head of Household Date

_____ _____
Witness Date

_____ _____
Witness Date

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Exhibit 6: Self-Certification of Income and COVID Hardship

CRF ASSISTANCE SELF-CERTIFICATION OF INCOME FORM
To be completed by each adult household member

Name _____ Local Government _____

Address_____ Phone #_____

_____ Email_____
City, State, Zip

1. ☐ I hereby certify that I have been negatively impacted by the **COVID-19** pandemic.

2. ☐ I am underemployed or unemployed.

Explain your COVID-19 related hardship:

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2. I will receive income from the following sources over the next **12 months**: (Circle Y (yes) or N (no) for each statement):

Y N Gross wages from employment (including commissions, tips, bonuses, fees, etc.) **$**_____

Y N Net income from operation of a business **$**_____

Y N Rental income from real or personal property **$**_____ Property Value **$** _____

Y N Cash value of all assets (checking, savings, CD, stocks, bonds) **$**_____

Y N Value of whole life insurance policies **$**_____

Y N Interest or dividends from all assets **$**_____

Y N Social Security payments, annuities, retirement funds, pensions, or death benefits **$**_____

Y N Unemployment Benefits **$**_____

Y N Disability payments **$**_____

Y N Public assistance payments **$**_____

Y N Temporary Assistance for needy Families (TANF) **$** _____

Y N Periodic allowances such as alimony, child support, or gifts received from persons not living in my household **$**_____

Y N Sales from self-employed resources **$**_____

Y N Any other source not named above **$**_____

Y N I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.

3. I will be using the following sources of funds to pay for rent and other necessities:

I certify my anticipated gross annual income for the next 12 months to be (Total of section 2):

$_____**.**

I will inform local government staff if my income changes during the period when I am receiving assistance.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement. The information provided is subject to verification by the county or eligible municipality.

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_____

Signature of Applicant Date

_____

Name of Applicant (Printed) Date

Witness_____ Witness_____

Date_____

Or

FOR AN OATH OR AFFIRMATION:

STATE OF FLORIDA

COUNTY OF_____

Sworn to (or affirmed) and described before me this_____ day of _____, 20_____,

by _____.

(NOTARY SEAL)

Signature_____

Personally Known _____OR Produced Identification_____

_____

Type of Identification Produced_____ Name of Notary (Typed, Printed, or Stamped)

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Exhibit 7: FHFC-CRF File Checklist

- ☐ Duplication of benefits agreement signed by all household members
- ☐ Housing Intake Application signed by all household members 18 years of age or over
- ☐ Signed Self Certification of income for each household member 18 years of age or over
- ☐ Resident Income Certification
- ☐ Copy of driver's license, ID or birth certificate for all household members
- ☐ Copy of lease if requesting rental assistance
- ☐ Fee Simple Deed in applicant's name for homeowners or other documentation of ownership
- ☐ Copy of monthly mortgage payment due for homeowners
- ☐ Copy of monthly utility payment due if requesting utility assistance

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Exhibit 8: Resident Income Certification (RIC)

RESIDENT INCOME CERTIFICATION

CRF Program

Application Date: _____ Total Assistance: _____ _____

A. **Applicant Information** (select one)

a. Current Homeowner Name(s):

b. Tenant Name(s):

B. **Assistance Approved** (check all that apply)

Foreclosure Prevention	_____	Eviction Prevention	_____
HOA Fees	_____	Water	_____
Cable	_____	Electric	_____
Internet	_____	Gas	_____

C. **Household Information:** Include all household members

Member	Full Name	Relationship to Head	Age
1		HEAD	
2			
3			
4			
5			
6			
7			
8			

D. **Assets**: All household members including assets owned by minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			

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8			
Total Cash Value of Assets	D(a)	$ -	
Total Income from Assets			$ -
If line D(a) is greater than $5,000, multiply that amount by the rate specified by HUD (applicable rate .06 %) and enter results in D(c), otherwise leave blank.			$ -

E. Anticipated Annual Income: Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and overtime)	Benefits / Pensions	Public Assistance	Other Income	Asset income
1					(Enter the greater of box D (b) or Box D (c) above, in the box E (e) below)
2					
3					
4					
5					
6					
7					
8					
	(a)	**(b)**	**(c)**	**(d)**	**(e)**
Totals	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income**					**$ -**

G. SHIP Administrator Statement: Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit: _____

_____ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit: _____

_____ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

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Maximum Income Limit: _____

Moderate Income (MI) Household means individuals or families whose annual income does not exceed 120% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

_____

Maximum Income Limit: _____

Based upon the _____ (year) income limits for _____

(Metropolitan Statistical Area (MSA) or County), Florida.

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature _____ Date _____

Name (print or type) _____ Title _____

G. **Household Data** (to be completed for the Head of Household only)

Head of Household Data								
By Race / Ethnicity					**By Age**			
White	Black	Hispanic	Asian	America Indian	0-25	26-40	41-61	62+

Household Members Data				
Special Target / Special Needs (Check all that apply to any member)				
Farm worker	**Developmentally Disabled**	**Elderly**	**Special Needs (define)**	**Special Needs (define)**

Information in this Section H is being gathered for statistical use only. No resident is required to give such information unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

NOTE:

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Exhibit 9: Award Letter

Month Day, year

Client Name

Street Address

City, FL ZIP

RE: AWARD LETTER FOR CRF ASSISTANCE

Income Category Eligibility:

Household Size:

Dear:

You have been deemed eligible for:

____ Eviction Prevention

____ Foreclosure Prevention

____ Utility Assistance

____ Housing Re-Entry Assistance

If you have any questions, please feel free to contact _____.

This award letter expires on <u>December 30, 2020</u>.

Sincerely,

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Exhibit 10: Monthly Eligibility Verification for CRF Assistance

APPLICANT NAME	
PROPERTY ADDRESS	
PHONE	
E-MAIL	

LANDLORD NAME or MORTGAGE COMPANY	
MAILING ADDRESS	
PHONE	
E-MAIL	

Family Size	Annual Income	EL, VL, L or M	Effective Date of RIC

Maximum Award

1st Month	Rent or Mortgage Paid Amount	Utility Paid Amount and Type	Utility Paid Amount and Type

2nd MONTH CALL/EMAIL TO APPLICANT TO VERIFY ELIGIBILITY			
Spoke with	**Date**	**Time**	**Change in income**
			Yes No
Notes:			
Income and Hardship remain unchanged Yes No			**Date of Recertification:**
Eligible Yes No			**Income: EL VL L M**

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2nd Month	Rent or Mortgage Paid Amount	Utility Paid Amount and type	Utility Paid Amount and type

3rd MONTH CALL/EMAIL TO APPLICANT TO VERIFY ELIGIBILITY			
Spoke with	**Date**	**Time**	**Change in income**
			Yes No
Notes:			
Income and Hardship remain unchanged Yes No		**Date of Recertification:**	
Eligible Yes No		**Income: EL VL L M**	

3rd Month	Rent or Mortgage Paid Amount	Utility Paid Amount and type	Utility Paid Amount and type

4th MONTH CALL/EMAIL TO APPLICANT TO VERIFY ELIGIBILITY			
Spoke with	**Date**	**Time**	**Change in income**
			Yes No
Notes:			
Income and Hardship remain unchanged Yes No		**Date of Recertification:**	
Eligible Yes No		**Income: EL VL L M**	

4th Month	Rent or Mortgage Paid Amount	Utility Paid Amount and type	Utility Paid Amount and type

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Exhibit 11: Sample Coronavirus Relief Fund (CRF) Sub-Grantee Agreement

This is provided as a sample for each local government to revise to reflect the local program.

THIS FUNDING AGREEMENT ("Agreement") is entered between _____ ("Sub-Grantee"), a public/private non-profit/for-profit corporation operating under the laws of the State of Florida, whose corporate headquarters' mailing address is _____, and _____ ("LG"), a political subdivision organized under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds" or "CRF funds") has been distributed to the City/County under a written Subrecipient Agreement with the Florida Housing Finance Corporation;

WHEREAS, the Sub-grantee has legal authority to enter into this agreement and possesses the experience and ability necessary to conduct and perform the services which is the subject of this Agreement and agrees to use such experience and ability in its execution and completion of this Agreement for the benefit of the City/County and has been selected as a qualified Sub-Grantee to carry out the scope of work identified in this agreement;

WHEREAS, the Sub-Grantee and City/County wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

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

This manual is specific to the FHFC-CRF funding administered by SHIP jurisdictions. The manual cannot be relied upon for other CRF-funded programs.

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

B. Definitions:

1. "Administrative Expenditures" means funds, not to exceed _____ of the contract award, expended by Sub-Grantee to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.

2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5.

3. "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. Properties that receive rehabilitation or repair under this program must meet the definition of eligible housing.

4. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Sub-Grantee to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.

5. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.

6. "Expended" means the affordable housing activity is complete.

7. "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 CRF funds that must be returned to the local government by the Sub-Grantee or sponsor.

8. "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.

9. "Sub-Grantee" means a person or organization contracted by the City/County that is compensated with CRF funds to provide administration of any portion of the CRF.

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C. Allocation and Use of Funds:

1. Amount of Funds Available to Sub-Grantee: The total funds made available to Sub-Grantee under this Agreement is: $_____.

2. Disbursement of Funds to Sub-Grantee: The available funds will be disbursed to Sub-Grantee for activities described in Item 3.d., below. Funds will be disbursed on a reimbursement basis. 50% of the funds provided must be expended by _____ and 100% of the funds provided must be expended no later than _____. If the local government determines that the Sub-Grantee has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the local government may terminate this agreement providing 10 days written notice to the Sub-Grantee for failure to comply with the terms of the agreement and/or the projected accomplishments defined in Attachment A. The Sub-Grantee, at the discretion of the City/County may provide a written plan to address the issues prepared by the Sub-Grantee and submitted to City/County for approval.

3. Establishment of CRF Trust Fund: Sub-Grantee must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.

4. Expenditure of Funds by Sub-Grantee: CRF funds shall be Expended by Sub-Grantee for the following:
   a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative _____ percent of CRF funds incurred by Sub-Grantee, a consultant to Sub-Grantee, and/or a Sponsor. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.

   b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.

   c. CRF funds may be used for the following pre-approved program purposes or activities:
      i. Rental assistance payments (including back rent, deposits and utility payments);
      ii. Mortgage payments and buydowns;
      iii. Emergency repair of housing;
      iv. Assistance to homeowners to pay insurance deductibles;
      v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
      vi. Foreclosure or eviction prevention, including mortgage payments, monthly rent and associated fees; and
      vii. Homeownership, foreclosure and eviction prevention counseling.

All other activities must be presented in writing to the City/County and approved

in writing prior to implementation.

5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Sub-Grantee is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.

6. Advertisement of Availability of Funds: CRF funding availability shall be advertised by Sub-Grantee in newspaper, website, Facebook, flyers or other method with outreach to as many eligible persons as possible reaching racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
    a. The amount of funds projected to be received from the state for the fiscal year(s).
    b. The beginning and ending date of the application period;
    c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
    d. Copies of all outreach shall be retained and provided the City/County upon request.

7. Repayments:
    a. The Sub-Grantee shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Sub-Grantee shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.
    b. The Sub-Grantee shall refund to the City/County any unobligated funds which have been advanced or paid to the Sub-Grantee upon termination of this Agreement.
    c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to the City/County upon termination of this Agreement.
    d. Upon termination of this Agreement, or upon any determination made indicating such, the Sub-Grantee shall refund to City/County any funds paid in excess of the amount to which the Sub-Grantee or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
    e. The Sub-Grantee shall refund to the City/County any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to the City/County within 15 calendar days from Sub-Grantee's receipt of notification of such non-compliance.
    f. The Sub-Grantee's obligations under this section will survive the termination of the Agreement.

8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform

Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Sub-Grantee shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than $750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

D. Application for CRF Eligible Person or Household Assistance: Sub-Grantee shall establish criteria for CRF assistance and develop an application for CRF eligibility.

a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF 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.

b. At a minimum, an application for program assistance should contain the following items for each household members:
   i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
   ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
   iii. 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.
   iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.
   v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

E. 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 10 months' rent; or

3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable.

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F. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes can only be part of PITI to the lender as part of assistance designed to prevent foreclosures.

G. Income Categories: All households assisted must be at or below 120% of the area median income.

H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan

I. Reporting Requirements: The Sub-Grantee must provide City/County with monthly reports beginning on September 15, 2020 and a closeout report by February 5, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the City/County. All funds must be accounted for on the CRF Data Upload Form as provided by City/County. Quarterly reports are due to City/County no later than 10 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 15, 2020.

J. Program Compliance

1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Sub-Grantee must maintain a separate file for every applicant, Eligible Person, subrecipient or Sponsor, regardless of whether the request was approved or denied.
   a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
   b. Record and File Retention: The Sub-Grantee is required to retain records and other relevant documentation for each applicant, Eligible Person, Subrecipient or Sponsor for five fiscal years after funds have been expended or 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.
      i. The minimum requirements for documentation of award depends 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 the need for additional documentation.
      ii. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Sub-Grantee must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Sub-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.
      iii. In cases where a Sub-Grantee is used to administer CRF, Sub-Grantee is

ultimately responsible for program compliance.

iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or 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 Sub-Grantee must retain all records no less than five 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 the City/County, Florida Housing or federal, state and local law or regulations.

v. 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.

c. Access to Files: Florida Housing Finance Corporation, the City/County or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to 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, CRF 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 City/County staff or its designated monitoring agent.

2. <u>Files Management and Record Retention relating to Sub-Grantee and Administration of this Agreement</u>:

a. The Sub-Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the City/County under this Agreement.

b. Contents of the Files: Sub-Grantee must maintain files containing documentation to verify all compensation to Sub-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 Sub-Grantee in connection with this Agreement. Sub-Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

c. Record and File Retention: Sub-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.

d. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., the City/County, Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Sub-Grantee that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Sub-Grantee and its employees shall allow the City/County, Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

e. 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 Sub-Grantee under this Agreement must be submitted to the City/County within 10 days of such termination at the expense of Sub-Grantee.

3. Compliance Monitoring: Sub-Grantee must be subject to compliance monitoring during the period of performance 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 Sub-Grantee:
    a. Sub-Grantee must maintain a financial tracking system provided by City/County that ensures that CRF funds are Expended in accordance with program requirements, deadlines, and other requirements in this agreement.
    b. Sub-Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, if applicable, but are not limited to:
        i. Proof of income compliance;
        ii. Proof of homeownership;
        iii. Proof of use of FEMA proceeds;
        iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
        v. Documentation of any required remediation;
        vi. Certificate of Occupancy;
        vii. Placed in Service documentation;
        viii. Proof of contract or eligibility;
        ix. Documentation of payments made on the award; and
        x. Documentation of the value/sales price of the unit, as applicable.

4. Cooperation with Inspector General: Sub-Grantee understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with the City/County, Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Sub-Grantee will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.
5. Technical Assistance: Training and technical assistance is available to Sub-Grantee to assist in the development and implementation of the CRF. This technical assistance shall be provided by City/County staff and Florida Housing's Catalyst contractor.

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6. Program Income: Program Income realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to the City /County.

7. Recaptured Funds: Recaptured Funds realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to the City/County.

K. Contacts

City

Sub-Grantee

L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-
1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and

mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Grantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Grantee must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549.
(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
(I) See § 200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of City/County to continue doing business with Sub-Grantee or assign any future transaction to Sub-Grantee shall, if City/County so elects, terminate and City/County may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, the City/County may continue doing business with the Sub-Grantee as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Sub-Grantee in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

    a. If any report, information or representation provided by Sub-Grantee in this Contract is inaccurate, false or misleading in any respect;
    b. If any warranty or representation made by Sub-Grantee in this Contract or any other outstanding agreement with City/County is deemed by City/County to be inaccurate, false or misleading in any respect;
    c. If Sub-Grantee fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
    d. If, in the sole discretion of City/County, Sub-Grantee has failed to perform or complete any of the services identified in the attachments;
    e. If Sub-Grantee has not complied with all Florida laws, federal laws, City/County rules or City/County policies applicable to the work;

f. If Sub-Grantee has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If Sub-Grantee does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If Sub-Grantee commits fraud in the performance of its obligations under this Contract; or

i. If Sub-Grantee refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, City/County will provide written notice of the Default detailing the grounds that constitute the Event of Default.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, City/County may provide Sub-Grantee a reasonable period of time to cure the Event of Default (Cure Period). If City/County provides a Cure Period, City/County will notify the Sub-Grantee of the length of the Cure Period in the Notice of Default.

4. If City/County provides a Cure Period and if the Sub-Grantee is unable or unwilling to cure the Event of Default within the Cure Period, City/County may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude City/County from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

   a. City/County may terminate the Contract on the 10th day after Sub-Grantee receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
   b. City/County may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
   c. City/County may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Sub-Grantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Sub-Grantee to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Sub-Grantee to reimburse City/County for the amount of costs incurred; or
   d. City/County may exercise any other rights or remedies that may be

otherwise available under law.

N. Termination

1. City/County may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Sub-Grantee, from the date sent from City/County.

2. The Sub-Grantee may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to City/County at the physical or electronic address, as applicable, of _____ The Sub-Grantee shall be responsible for all costs arising from the resignation of the Sub-Grantee.

3. Upon expiration or termination of this Agreement, the Sub-Grantee shall transfer to City/County any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Sub-Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Sub-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. Sub-Grantee further agrees to include this provision in all contracts with Eligible Persons, Subrecipients, Sponsors or subcontracts issued as a result of this Agreement. Sub-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 City/County.

2. 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.

3. Insurance: Sub-Grantee agrees to carry liability and other appropriate forms of insurance. City/County shall have no liability except as specifically provided in this Agreement.

4. 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.

5. 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.

6. Lobbying: In accordance with Section 216.347, Fla. Stat., Sub-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.

7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Sub-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). Sub-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 Sub-Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Sub-Grantee's duty to provide public records relating to this contract, contact

_____

8. Personally Identifiable Information (PII); Security:
   a. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee must provide for the security of such PII, in a form acceptable to City/County , 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. Sub-Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold City/County harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
   b. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee shall provide

City/County with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Sub-Grantee does not carry stand-alone cyber liability coverage, Sub-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.

c. Sub-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.
d. Sub-Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
e. Sub-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.) Sub-Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
f. Sub-Grantee agrees that any and all transmission or exchange of system application data with City/County 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.
g. If Sub-Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify City/County Contract Administrator within 48 hours.
h. In the event of a breach of PII or other sensitive data, Sub-Grantee must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Sub-Grantee must immediately notify City/County 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; Sub-Grantee's corrective action plan; and the timelines associated with the corrective action plan.

9. <u>Other Provisions:</u>

a. 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 _____ County.
b. No waiver by City/County of any right or remedy granted hereunder or failure to insist on strict performance by Sub-Grantee shall affect or extend or act as a waiver of any other right or remedy of City/County hereunder or affect the subsequent exercise of the same right or remedy by City/County for any further or subsequent default by Sub-Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
c. Any power of approval or disapproval granted to City/County under the terms of

this Agreement shall survive the terms and life of this Agreement as a whole.

d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

City/County

By: _____

Name/Title: _____

Date: _____

FEIN: _____

Sub-Grantee

By: _____

Name/Title: _____

This manual is specific to the FHFC-CRF funding administered by SHIP jurisdictions. The manual cannot be relied upon for other CRF-funded programs.

ATTACHMENT A

PROJECT INFORMATION, DESCRIPTION AND SCOPE OF WORK

PROJECTED ACCOMPLISHMENTS

ACTIVITY	NUMBER OF HOUSEHOLDS ENCUMBERED	PROJECT ENCUMBERED AMOUNTS	ENCUMBERED END DATE	NUMBER OF HOUSEHOLDS EXPENDED	PROJECTED EXPENDED AMOUNTS	END DATE
Rent						
Mortgage						
Utilities						
TOTAL						

This following chart demonstrates the goals of program expenditures by month. Per the Agreement, if the Sub-grantee fails to meet these goals, the City/County may terminate the Agreement and exercise any legal action authorized by the Agreement.

MONTH	TOTAL NUMBER OF HOUSEHOLDS ASSISTED	RENTERS ASSISTED	HOMEOWNERS ASSISTED	TOTAL AMOUNT EXPENDED ($)	RENTAL ASSISTANCE PROVIDED ($)	MORTGAGE ASSISTANCE PROVIDED ($)
August 2020						
September 2020						
October 2020						
November 2020						
December 2020						

SECTION 1 – Project.

A. Subject to the terms of this Agreement, the City/County shall pay to the Sub-grantee a sum of money not to exceed $_____ hereinafter referred to as a GRANT of which $_____ shall be used by the Sub-grantee to provide Rental Assistance to eligible and qualified persons.

B. Rental Assistance Program:

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In this subsection, list the terms of the program. Include items such as income eligibility, amount paid per applicant, grant terms, prioritization of funds (if any), and other items. For example, renters at ____% or below AMI will be eligible for a grant not to exceed $_____ for a period of _____ months.

C. Mortgage Assistance Program:

D. Additional activities to be performed shall include:

1. Accept and process applications, verify income and assets in accordance with 24 CFR Part 5.609. Staff is encouraged to view pre-recorded webinars on determining income eligibility and income certification provided by the Florida Housing Coalition on their website www.flhousing.org and attend free training as may be available from time to time.

2. Create a file for each eligible applicant and maintain all applicant documentation related to client eligibility, agreements, and closeout documents.

3. Submit a complete file including the application (ATTACHMENT D), file checklist (ATTACHMENT E), income and assets documentation or self certification, for each eligible applicant to the City/County for approval of file.

4. Submit copy of tenant lease or other proof of tenancy, if applicable.

5. Submit proof of COVID impact.

6. Submit proof on unemployment or underemployment.

7. Submit proof of rent paid.

8. Submit proof of utilities paid.

9. Submit monthly and quarterly reports (see Agreement for reporting requirement details) on the progress of each case including client name, address, status, income category, household size, expenditures and comments.

10. Identify what steps are to be taken in each case to mitigate any problem(s) detected.

11. The City/County will monitor the progress of the Sub-grantee on a monthly and quarterly basis to ensure that the agency is encumbering and expending funds and complying with set aside

requirements. The City/County has a right to review all files, conduct monitoring visits and request documents associated with the file during review. Reviews can be remote or on site.

SECTION 2 – GRANT PAYMENT PROCEDURES

In this subsection, specify additional grant payment procedures, if any additional items are not included elsewhere in the Agreement.

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ATTACHMENT B

REQUEST FOR PAYMENT

Sub-grantee Name	
Sub-grantee Address	
Sub-grantee Contact Name	
Sub-grantee Contact e-mail	
Sub-grantee contact phone	

Activity	COVID-19 Disaster Assistance
Funding Source	CRF
FY	
Total Grant Awarded	
Payments Request to date	
Amount of this request	
Balance of Grant as of this invoice	

Applicant Name	
Applicant Address	
File No	
Activity Type	
Amount paid to date for this file	
Contract Amount	
Total case budget	
Total Paid to date	
Balance	

Payment Request Number	Amount of request	Activity

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ATTACHMENT C

INSURANCE REQUIREMENTS

ATTACHMENT D

APPLICATION

ATTACHMENT E

FILE CHECKLIST

ATTACHMENT F

INCOME CERTIFICATION

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Exhibit 12: U.S. Treasury Department Clarification on CRF Policy

Q. Can a local government pay someone's back due rent using DEM CARES funding, then pay their future rent through December 30 using SHIP-CRF?

Initial A. *Yes, if you do not duplicate benefits for any given month.*

Clarification: Since some local governments may have had access to their (non-SHIP) CARES funds that went through DEM prior to receiving the funds that are going through SHIP. If a household was approved for and assisted using the funds through DEM under a rental assistance strategy for previous months (for example, June through August), the local government can then continue to pay rents for subsequent months as long as the tenant remains eligible (hardship still exists) using the funds going through SHIP. Since rental assistance is eligible under both funding sources, it is up to the local government to determine which fund is used. This also applies to local governments that chose to use previously allocated SHIP funds for rental assistance, but convert those eligible households over to CARES funding once they have those funds available. This does not mean that rent may be paid in advance of when it is due; funds should be disbursed for rent that is currently due and only if the household is still eligible. Our concern is that the household being assisted is eligible and that they do not receive payments for the same month from two different sources.

Q. When paying rent assistance in advance as indicated that we could in Training #1, what if the client's lease agreement expires during the period of months that we want to assist them with? Do we have to cut one check for the months covered on existing lease and then wait for new lease agreement to cut check for remaining months?

Initial A. *We would not recommend paying rent that is beyond an executed lease period. This may be allowed only if you have confirmation with the applicant's landlord that a tenancy exists for the months assisted.*

Clarification: We highly recommended that local governments pay rent on behalf of eligible applicants on a monthly basis (as rents are due) and confirm that the hardship still exists prior to paying each month's rent. You are able to make an award for more than one month at the time of approval (for example, they could approve a household for rent for August through December at $800/month for a total award of up to $4,000). However, those funds should not be paid without evidence of continued hardship during those months and only for rents that are currently or past due. Any funds that are expended for future rents that are subsequently determined to not be eligible due to the hardship of the tenant no longer existing or the lease expiring must be recaptured by the local government.

Q. Since we are in hurricane season is removal of dangerous trees an allowed for use of CRF funds?

Initial A. *Under an CRF emergency repair program, you can include tree removal.*

Clarification: Treasury has disallowed the removal of all or any part of trees.