

30

**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

8/18/2020

BCC MEETING DATE

TO: Hunter S. Conrad, County Administrator

DATE: July 24, 2020

FROM: Shawna Novak, Director, Health and Human Services

PHONE: 904 209-6089

SUBJECT OR TITLE: Recognition and appropriation of \$506,533 of funds associated with Florida’s \$250 million Coronavirus Relief Fund allocation into the 2020 SHIP Fund.

AGENDA TYPE: Consent Agenda, Grant, Resolution

BACKGROUND INFORMATION:

Florida Housing Finance Corporation (FHFC) administers the State Housing Initiatives Partnership (SHIP) Program. The Governor of the State of Florida authorized FHFC to administer \$120 million of Florida’s \$250 million Coronavirus Relief Fund (CRF) allocation from Florida’s Coronavirus Aid, Relief and Economic Security (CARES) Act. CRF funds are designated to assist renter and homeowner households that have been negatively impacted by the COVID-19 pandemic. As part of the \$120 million allocation, \$506,533 has been designated for administration by the St. Johns County local SHIP jurisdiction. This agenda item requests that St. Johns County recognizes and appropriates the \$506,533 of Coronavirus Relief Funds into the SHIP Fund. This is in addition to the annual SHIP allocation and is to be designated for rent and mortgage assistance for St. Johns County residents that have been negatively impacted by COVID-19.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Increasing 1108-33150 (SHIP-Econ Environ Federal Grant) by \$506,533 and appropriating \$506,533 to 1100-55305 (SHIP-State Grant Exp)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2020-_____ authorizing the County Administrator, or his designee, to execute the Subrecipient Agreement between St. Johns County and the Florida Housing Finance Corporation substantially in the same form as attached and recognizing and appropriating \$506,533 in unanticipated Coronavirus Relief funds from the Florida Housing Finance Corporation within the Fiscal Year 2020 SHIP Budget.

For Administration Use Only:

Legal: RL 8/3/2020

OMB: LF 8/4/2020

Admin: Joy Andrews 8/4/2020

RESOLUTION NO. 2020-_____

**A RESOLUTION BY THE BOARD OF
COUNTY COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA, TO ACCEPT \$506,533
IN CORONAVIRUS RELIEF FUNDS TO
ADDRESS THE NEEDS OF ELIGIBLE
APPLICANTS AFFECTED BY COVID-19
AND TO RECOGNIZE AND APPROPRIATE
THE FUNDS WITHIN THE FISCAL YEAR
2020 SHIP FUND**

RECITALS

WHEREAS, on July 17, 2020 the Health and Human Services Department's Housing and Community Development Program received email notification from Florida Housing Finance Corporation that they were ready to disburse \$120 million in the Coronavirus Relief Funds (CRF); and

WHEREAS, Florida Housing Finance Corporation is providing St. Johns County with \$506,533 and encourages the County to use those funds towards assisting income eligible applicants directly affected by the ongoing coronavirus crisis; and

WHEREAS, the County did not anticipate receiving additional SHIP funds during the Fiscal Year 2020 budget process; and

WHEREAS, the County must recognize and appropriate Coronavirus Relief Funds in the amount of \$506,533 within the Fiscal Year 2020 SHIP Fund; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

- 1.** The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.
- 2.** The Board of County Commissioners authorizes the County Administrator or his designee to execute the Subrecipient Agreement between St. Johns County and the Florida Housing Finance Corporation, attached hereto and incorporated herein, substantially in the same form as attached.
- 3.** The Board of County Commissioners recognizes and appropriates \$506,533 of Coronavirus Relief Funds to the Fiscal Year 2020 SHIP Fund.

4. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

5. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County
this _____ day of _____ 2020.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: _____
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered into by and among ST. JOHNS 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. Allocation and Use of Funds:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is: \$506,533.
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.
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
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:

Joseph Cone, Housing Manager
200 San Sebastian View, Suite 2300
St. Augustine, Florida 32084
Phone: 904.827.6898
E-mail: jccone@sjcfl.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:**

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 089-2020, each through a duly authorized representative, effective on the Effective Date.

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

COVID-19 Housing Assistance Program - Rent and Mortgage Assistance Strategy Initial Allocation

Local Government	County Total	County Share/ City Share
ALACHUA	703,837	353,326
Gainesville		350,511
BAKER	240,768	240,768
BAY	638,269	512,530
Panama City		125,739
BRADFORD	240,768	240,768
BREVARD	1,764,203	975,605
Cocoa		58,219
Melbourne		246,988
Palm Bay		342,255
Titusville		141,136
BROWARD	7,500,000	1,342,500
Coconut Creek		232,500
Coral Springs		502,500
Davie		405,000
Deerfield Beach		307,500
Fort Lauderdale		727,500
Hollywood		592,500
Lauderhill		285,000
Margate		232,500
Miramar		540,000
Pembroke Pines		660,000
Plantation		352,500
Pompano Beach		435,000
Sunrise		367,500
Tamarac		255,000
Weston		262,500
CALHOUN	175,000	175,000
CHARLOTTE	638,069	567,881
Punta Gorda		70,188
CITRUS	440,765	440,765
CLAY	572,502	572,502
COLLIER	1,169,599	1,104,101
Naples		65,498
COLUMBIA	306,536	306,536
DE SOTO	240,768	240,768
DIXIE	175,000	175,000
DUVAL	2,627,267	2,627,267
ESCAMBIA	903,834	748,375
Pensacola		155,459

Local Government	County Total	County Share/ City Share
FLAGLER	440,765	95,205
Palm Coast		345,560
FRANKLIN	175,000	175,000
GADSDEN	240,768	240,768
GILCHRIST	175,000	175,000
GLADES	175,000	175,000
GULF	175,000	175,000
HAMILTON	175,000	175,000
HARDEE	175,200	175,200
HENDRY	240,768	240,768
HERNANDO	638,069	638,069
HIGHLANDS	309,029	309,029
HILLSBOROUGH	4,284,932	3,128,000
Tampa		1,156,932
HOLMES	175,000	175,000
INDIAN RIVER	572,301	572,301
JACKSON	240,768	240,768
JEFFERSON	175,000	175,000
LAFAYETTE	175,000	175,000
LAKE	1,366,903	1,366,903
LEE	2,359,009	1,479,099
Cape Coral		596,829
Fort Myers		283,081
LEON	769,805	261,734
Tallahassee		508,071
LEVY	240,768	240,768
LIBERTY	175,000	175,000
MADISON	175,000	175,000
MANATEE	1,169,599	997,668
Bradenton		171,931
MARION	901,341	747,212
Ocala		154,129
MARTIN	572,301	572,301
MIAMI-DADE	7,500,000	4,822,500
Hialeah		637,500
Miami		1,312,500
Miami Beach		247,500
Miami Gardens		307,500
North Miami		172,500
MONROE	638,069	638,069

\$ 75,000,000

Local Government	County Total	County Share/ City Share
NASSAU	372,504	372,504
OKALOOSA	704,037	630,817
Fort Walton Beach		73,220
OKEECHOBEE	240,768	240,768
ORANGE	7,263,543	5,730,935
Orlando		1,532,608
OSCEOLA	2,493,238	1,989,604
Kissimmee		503,634
PALM BEACH	4,882,029	3,685,932
Boca Raton		317,332
Boynton Beach		263,630
Delray Beach		224,573
West Palm Beach		390,562
PASCO	1,566,900	1,566,900
PINELLAS	3,156,103	1,641,174
Clearwater		375,576
Largo		271,425
St. Petersburg		867,928
POLK	2,427,270	1,890,843
Lakeland		378,654
Winter Haven		157,773
PUTNAM	306,536	306,536
ST. JOHNS	506,533	506,533
ST. LUCIE	1,303,628	311,567
Fort Pierce		183,812
Port St. Lucie		808,249
SANTA ROSA	1,632,668	1,632,668
SARASOTA	772,298	669,582
Sarasota		102,716
SEMINOLE	1,101,338	1,101,338
SUMTER	309,029	309,029
SUWANNEE	240,768	240,768
TAYLOR	175,200	175,200
UNION	175,000	175,000
VOLUSIA	1,766,697	1,245,522
Daytona Beach		220,837
Deltona		300,338
WAKULLA	240,768	240,768
WALTON	374,797	374,797
WASHINGTON	240,768	240,768
TOTAL	75,000,000	75,000,000

Coronavirus Relief Fund (CRF) Strategy 2 (SHIP)

FAQ for Local Governments

What is the Coronavirus Relief fund?

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 in response to the economic fallout of the COVID-19 pandemic in the United States.

How much CRF funding is available through Florida Housing Finance Corporation?

Through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), \$250 million from the Coronavirus Relief Fund (CRF) is available and will be allocated into the following areas:

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

How is the CRF funding related to the SHIP program?

The State of Florida has allocated \$120 million to be administered through the SHIP infrastructure. This funding, while not specifically SHIP, will carry some of the process and restrictions of the program for ease of administration.

What can the funds be used for?

The overarching requirement of all funding is that it must be spent on activities necessary due to the COVID-19 emergency. So, activities such as rental and mortgage assistance (and related counseling) payments or emergency repairs for persons who have experienced a hardship that prevents them from making these payments are clearly eligible uses. 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.

Can we use the funds to reimburse SHIP funds used to assist applicants affected by COVID-19?

Yes, provided that the activity funded is eligible under the CRF and CARES Act guidelines and that it was used for an activity that had not been previously budgeted for those SHIP funds. So, for instance, if you originally budgeted funds for DPA and had to redirect them to assist with rental assistance due to COVID-19, reimbursement would be eligible. The activity in question would have to have occurred from March 1, 2020 forward.

How much funding will each local government receive and when?

In the first round of allocations, FHFC is disbursing \$75 million in funds. The allocations for this round of funding are between \$175,000 (county minimum) and \$7.5 million (county maximum). Allocations will be 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 well as local government performance in spending the first allocation.

What do local governments need to do to receive the funds?

All local governments that are eligible for the SHIP program are eligible to receive CRF funds. Each local government will need to execute a subrecipient agreement with FHFC to receive the funds. This agreement will detail requirements of the funding as well as eligible activities. We expect that any city/county interlocal agreements will govern funds for those communities.

How long do local governments have to spend the funds?

All 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.

What happens to funds that are not expended by the deadline?

All funds that are not expended by December 30, 2020 will be returned to Florida Housing and in turn to the U.S. Treasury Department.

Will local governments be required to follow the SHIP program requirements?

Some program requirements such as the maximum income set-aside (120%) and restrictions will be in place. Others, such as homeownership and construction set-asides will not be. There will be no requirement to set-aside 30% of funds for very low or low income applicants, although we expect that in the current state of emergency you will be serving high percentages of these income levels.

How will applicants be processed and income qualified?

Each local government will follow their local application process, but under the emergency situation may use expedited methods of processing applications and reviewing and qualifying income.

Are local governments allowed to use funds for administration of the program?

Each local government may use up to 10% for administrative costs as well as a reasonable project delivery cost for services provided by third party individuals or organizations that perform a required task that local government staff cannot manage in the restricted timeframe without assistance. Keep in mind, that only 10% of the amount expended can be used for administration. So, for example, if you receive an allocation of \$1 million and only spend \$500,000 of it, your admin cap is \$50,000, not \$100,000.

Will local governments be required to report on CRF expenditures?

Yes, FHFC will set up a reporting mechanism similar to 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 with October 1, 2020.

Will there be training on how to use the CRF funding?

Yes, FHFC will provide a series of webinars and direct technical assistance provided by the Florida Housing Coalition through the Catalyst program. The webinars will begin in July and will be helpful in understanding the requirements and best practices for spending the CRF funds.

Will the CRF funds be subject to compliance monitoring?

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

Can a county and city that currently operate under an existing interlocal agreement continue to work under the agreement to administer CRF funds?

Yes, since the idea is to use the current SHIP infrastructure to maximize the ability to respond in a short time, interlocals may continue to operate as they currently do. Funds will be sent in the same manner as with SHIP.

From: Robert Dearduff <Robert.Dearduff@floridahousing.org>

Sent: Friday, July 17, 2020 2:50 PM

Cc: Abauldree@broward.org; abazile@northmiamifl.gov;
abriggs@deltonafl.gov; Adena.kniss@lakelandgov.net;
adietrich@leegov.com; aduran@miamigov.com; AFana@wpb.org;
afidge@cityofpsl.com; agrisby@hollywoodfl.org;
albararre@miamibeachfl.gov; amcgill@co.okaloosa.fl.us;
amcgill@myokaloosa.com; annie.gibson@lakelandgov.net;
antonio.jenkins@guardiancrm.com; April.Rogers@miamidade.gov;
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bdunn@hcbcc.org; bdunn@highlandsfl.gov; bgajan@pinellascounty.org;
brackinsb@hcfllgov.net; brantley@cityofgainesville.org;
breed@cityftmyers.com; brich@ocalafl.org; Brooksl@bbfl.us; brouillette-
marie@monroecounty-fl.gov; brouillem@kwha.org;
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cmock@cityftmyers.com; cneuterman@cocoafll.org;
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Michael Chaney (chaney@flhousing.org); cricker@myglades.com;

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deborah.creamer@mymanatee.org; delimae@mydelraybeach.com;
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dphillips@co.volusia.fl.us; dphillips@volusia.org; dran@osceola.org;
dwarchol@pascocountyfl.net; ebsilva@miramarfl.gov; EEstime@wpb.org;
ekampert@co.okaloosa.fl.us; elabbe@mywinterhaven.com;
ericarobinson@colliergov.net; erinm@santarosa.fl.gov;
esther.bragg@hardeecounty.net; fdejesus@kissimmee.org;
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helen.urie@marioncountyfl.org; housing@largo.com;
howellch@hillsboroughcounty.org; hpotts@jacksoncountyfl.com;
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mdiehl@nassaucountyfl.com; mesbjerg@pascocountyfl.net;
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Subject:SHIP and CRF Funds

Attachments: Coronavirus Relief FundLGFAQ.docx; CRF Strategy 2 Allocation.pdf

All:

The State of Florida has been awarded funding through the Coronavirus Relief Funds (CRF), of which, \$120 million has been designated to be administered through the SHIP infrastructure. This funding, while not specifically SHIP, will carry some of the process and restrictions of the program for ease of administration.

The funds are required to be allocated based on calculations related to the reemployment rate within each county. Once a county allocation is calculated, it is disbursed to the county and eligible cities using the SHIP population methodology.

The funds will be disbursed in two rounds of payments. The first will be sent to the local governments as soon as we have an executed subrecipient agreement in place. Florida Housing anticipates that the second payment will be made in September or October 2020.

The allocations for this round of funding are between \$175,000 (county minimum) and \$7.5 million (county maximum).

The overarching requirement of all funding is that it must be spent on activities necessary due to the COVID-19 emergency. So, activities such as rental and mortgage assistance (and related counseling) payments or Emergency Repairs for persons who have experienced a hardship that prevents them from making these payments are considered eligible uses. 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 will need to be proposed to and approved by FHFC prior to implementation. In addition, all funds including any interest earned on the funds, must be fully expended by December 30, 2020. This is a federal requirement and we do not anticipate an extension of that deadline. Any funds not expended by that date will be required to be returned to Florida Housing and we will then return them to the Treasury.

One thing to keep in mind is that the eligibility of these funds is retroactive to March 1, 2020. So, any costs you have incurred from that date that are eligible can be reimbursed with the CRF funds. Florida Housing strongly recommends that you use funds for these expenses first.

With the short timeframes, it will be beneficial if you can expedite your local approval process and execution of the subrecipient agreement. This document will need to be executed and returned in order to get the money disbursed, so any way that you can shorten the timeline on your end will allow you more time to expend the funds. We are contacting your city/county manager in a separate email to encourage expediting this process.

You will be able to use up to 10% of the allocation for administration costs as well as any reasonable project delivery fees incurred through the use of a third-party organization that is assisting with this funding. Since these are federal funds, the provisions of the Uniform Guidance (2 CFR Part 200) apply.

Training and technical assistance regarding the funding's eligible uses, requirements, and administration will be available in the coming weeks. The training and technical assistance will be provided by the Florida Housing Coalition and will be the most effective way of getting the detailed information you will need to implement and administer these resources.

The CRF Subrecipient Agreement will be sent to you shortly in a separate email from our Contract Administrator, Jenny Marshall. If you do not receive the document by Monday, please contact me. Once you have the document, please process it and return it via email as soon as possible so that funds may be released.

As always, we appreciate your hard work and commitment to tackling new challenges.

CARES Act Information: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

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