

Housing Finance Authority of Hillsborough County
Housing Services Program
SHIP Program Funding Agreement

AN AGREEMENT BETWEEN HILLSBOROUGH COUNTY, FLORIDA AND THE HOUSING FINANCE AUTHORITY OF HILLSBOROUGH COUNTY (HFA), A PUBLIC BODY CORPORATE AND POLITIC, TO FUND COSTS FOR DOWN PAYMENT ASSISTANCE UNDER THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM OF THE STATE OF FLORIDA IN AN AMOUNT NOT TO EXCEED \$1,423,170.00.

THIS AGREEMENT, hereinafter referred to as the “Agreement”, entered into in Tampa, Florida on _____ 201_, by and between Hillsborough County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County”, the address of which is Hillsborough County Center, 601 East Kennedy Boulevard, Tampa, Florida, 33602, and The Housing Finance Authority of Hillsborough County (“HFA”), a public body corporate and politic of the State of Florida, hereinafter referred to as the “Subrecipient”, the address of which is 601 East Kennedy Blvd, 27th Floor, Tampa, Florida 33602.

WHEREAS, the County receives State Housing Initiatives Partnership (SHIP) funding, pursuant to Section 420.907 through Section 420.9079, Florida Statutes, as amended, and Rule Chapter 67-37, Florida Administrative Code (the “SHIP Regulations”), for the provision of safe, decent and affordable housing to individuals and families of very low, low and moderate income;

WHEREAS, the Board of County Commissioners of Hillsborough County by Resolution No. R18-044 adopted the Hillsborough County Local Housing Assistance Plan, hereinafter referred to as the “LHAP,” for State Program Years 2016/2017, 2017/2018, and 2018/2019, as amended in its entirety; and

WHEREAS, utilizing that SHIP funding, the County is undertaking certain activities to develop and sustain viable communities, to provide decent housing and a suitable living environment and to expand economic opportunities principally for person and households of very low, low and moderate income, as fully described in the LHAP, Section II. Local Housing Strategies, Subsection 2. First Time Home Buyer Down Payment Assistance, and in compliance with the SHIP Regulations; and

WHEREAS, pursuant to this Agreement, the Subrecipient will disburse SHIP down payment assistance funds (“DPA”) to targeted households with incomes up to 140% AMI; and

WHEREAS, the SHIP DPA funds loaned to eligible homebuyers by the Subrecipient pursuant to this Agreement will be used in conjunction with HFA’s affordable first mortgage financing, which may include mortgage credit certificates, thereby leveraging the benefits of the SHIP funding provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

The following attached documents are hereby incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Request for Payment
Exhibit B-1	Request for Payment
Exhibit B-2	Request for Payment
Exhibit B-3	SHIP File Checklist
Exhibit B-4	Case Summary Form
Exhibit C	Insurance Requirements
Exhibit D	Quarterly Progress Reporting
Exhibit D-1	Quarterly Progress Reporting
Exhibit D-2	Quarterly Progress Reporting
Exhibit E	Equal Opportunity Clause
Exhibit F	Expenditure Schedule
Exhibit G	HFA Mortgage and Promissory Note
Exhibit H	Annual Recapture and Recycling of SHIP DPA Funds

The parties are bound by the attached documents as if the text of these documents were written verbatim into this Agreement. The Agreement and the attached documents are intended to supplement and complement each other and shall, where possible, be so interpreted.

ARTICLE I. SCOPE OF SERVICE

The Subrecipient shall carry out, or cause to be carried out, the work described in **Exhibit “A”**, attached hereto (hereafter, the “Project”) and made part hereof.

A. All disbursements of funds shall be issued in compliance with all applicable Hillsborough County Rules and Regulations and in a satisfactory and proper manner as determined by the County. The maximum award is \$7,500 per eligible household. Such services shall be performed, except as otherwise stated herein, by persons or instrumentalities solely under the domain and control of the Subrecipient.

B. The Subrecipient shall comply with such other terms and conditions, including record keeping and reports for Project monitoring and evaluation purposes, as may be established by the County or by the State of Florida for the purposes of carrying out the Project in an effective and efficient manner.

C. Subrecipient shall comply with all SHIP project requirements pursuant to Sections 420.907 through 420.9079, Florida Statutes, as amended, Chapter 67-37, Florida Administrative Code, and the 2016-2019 LHAP as it relates to the maximum per-unit subsidy amount, all of which are incorporated herein by reference.

D. Subrecipient shall maintain such records and accounts, including program records, project records; financial records; project administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination requirements per Chapter 420, Florida Statutes and Chapter 67-37 of the Florida Administrative Code; recordkeeping requirements of Chapter 420, Florida Statutes and Chapter 67-37 of the Florida Administrative Code; records supporting exceptions to the conflict of interest prohibition pursuant to Article XI; debarment and suspension certifications for general contractors and subcontractors; and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all Grant funds.

E. The HFA will employ a program administrator, eHousing Plus (“eHousing”), which maintains a website that will track first mortgage and SHIP down payment reservations. Lenders will be required to close loans in accordance with policies set forth on eHousing’s website. Lenders will be required to submit a form to the HFA requesting that funds be advanced to closing for the down payment assistance loan.

ARTICLE II. PERIOD OF AGREEMENT AND EFFECTIVE DATE

This Agreement shall be effective as of the date signed by the last party to the Agreement, and shall remain in full force and effect until May 31, 2020. The expenditure deadline for this Agreement is April 30, 2020.

ARTICLE III. CONSIDERATION AND PAYMENT

For its performance under this Agreement, the Subrecipient will receive **Program Year 2016** in the amount of One Hundred Eighty Nine Thousand Eight Hundred Twenty Five (**\$189,825.00**), **Program Year 2017** in the amount of Nine Hundred Thirty Three Thousand Three Hundred Forty Five and NO/100 (**\$933,345.00**) and **Program Year 2018** SHIP funds in the amount of Three Hundred Thousand Dollars (**\$300,000.00**) from the County in a total amount not to exceed One Million Four Hundred Twenty Three Thousand One Hundred Seventy and NO/100 (**\$1,423,170.00**), hereinafter referred to as “Grant Funds”. Payment for services shall be limited to the scope described in **Exhibit “A”**.

ARTICLE IV. CANCELLATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be cancelled by either party for convenience if the other party materially fails to comply with the terms and conditions of this Agreement. Either party will be required to provide thirty (30) days advance written notice to the other at its address as herein specified.

ARTICLE V. DEFAULT AND TERMINATION FOR NON-PERFORMANCE

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision of any Article herein, any material breach of the Agreement, failure to comply with the audit requirements as provided in Article XVI herein, or failure to expend Grant Funds in a timely or proper manner.

Upon the occurrence of any such default, the County shall serve due notice to the Subrecipient, at which time the Subrecipient shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) business days from receipt by the Subrecipient of the County’s written notice of such default, hereinafter referred to as the “Cure Period”. If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

- (a) Upon a written request from Subrecipient setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or
- (b) Terminate this Agreement by written notice thereof; or
- (c) Take such other action, including, but not limited to: temporarily withholding cash payments

pending correction of the deficiency by the Subrecipient, disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Project, withhold further awards for the Project or take other remedies that may be legally available. The enforcement remedies identified in this Article, including suspension and termination, do not preclude the Subrecipient from being subject to “Debarment and Suspension” under Section 287.133, Florida Statutes.

Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:

- (a) The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (b) The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

Consistent with Article XXXII herein, no delay or omission by County and/or SHIP in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

ARTICLE VI. ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE VII. FISCAL NON-FUNDING CLAUSE

This Agreement is subject to funding availability. In the event sufficient funds to fund this Agreement become reduced or unavailable, the County shall notify the Subrecipient of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the Subrecipient of such occurrence and the County may terminate this Agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient.

This Agreement shall not be or constitute a general obligation or indebtedness within the meaning of the Constitution of the State of Florida. The Subrecipient shall not have the right to compel the exercise of the ad valorem taxing power or the use of ad valorem tax revenues of the County to pay such obligation.

ARTICLE VIII. ASSIGNMENT

The Subrecipient shall not assign this Agreement or any part hereof without the prior written consent of the County.

ARTICLE IX. COMPLIANCE WITH APPLICABLE LAWS

The Subrecipient certifies that it will comply with all applicable laws, orders, and codes of the State and local governments as they pertain to this Agreement, including, but not limited to, the requirements of Chapter 420, Part VII, Florida Statutes, as amended, Chapter 67-37, Florida Administrative Code, and the County's current LHAP, as amended, all of which are incorporated herein and made a part of this Agreement by reference.

ARTICLE X. EQUAL OPPORTUNITY CLAUSE

The Subrecipient agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination, including but not limited to, Executive Order 11246, as amended and supplemented, and 41 CFR § 60-1.4 and the Hillsborough County Human Rights Ordinance, all of which are hereby incorporated by reference.

In addition, when expending Grant Funds, the Subrecipient shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status, marital status, sexual orientation, gender identity or expression and disability:

- A. Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and implementing regulations in 24 CFR Part 1, together with section 109 of the Act (24 CFR § 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this Agreement.
- B. Minority and Women's Business Enterprises.** Consistent with the County's Administrative Policy 06-08, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- C. Nondiscrimination in Housing.** The Subrecipient certifies that in accordance with the provisions of Chapter 760, Part II, Florida Statutes, as amended, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- D. Hillsborough County Human Rights Ordinance.** Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

ARTICLE XI. CONFLICT OF INTEREST

The Subrecipient guarantees that no member, of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

The Subrecipient agrees that no member of the governing body of the locality in which the Subrecipient is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State, who is an employee, agent consultant, officer, or elected or appointed official of the Subrecipient, and who exercises or has exercised any functions or responsibilities with respect to the SHIP Program assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit

from the SHIP assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

The Subrecipient represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

Without receiving prior written authorization by the County, the Subrecipient shall not, (i) retain any individual or company with whom the Subrecipient or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the Subrecipient or any individual member has a financial or other interest therein.

ARTICLE XII. PROGRAM PUBLICITY

Pursuant to BOCC Policy No. 10.04.00.00, the Subrecipient shall recognize the Hillsborough County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the County as a sponsor, funded by SHIP. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources. The Subrecipient shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Subrecipient and/or the Subrecipient's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Subrecipient shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Subrecipient's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Subrecipient and/or the Subrecipient's product(s) and/or service(s). This does not prevent the Subrecipient from including the County on its client lists and/or listing or using the County as a reference.

ARTICLE XIII. POLITICAL ENDORSEMENT PROHIBITION

Pursuant to BOCC Policy No. 02.12.00.00, the Subrecipient shall not engage in political activities that promote or oppose specific candidates.

ARTICLE XIV. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, Florida Statutes, as amended, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of

public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.

ARTICLE XV. MAINTENANCE OF RECORDS

The Subrecipient shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, proof of required insurance, and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all Grant Funds. In the event the County determines that such records are not being adequately maintained by the Subrecipient, the County may cancel this Agreement in accordance with Articles IV and V herein.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, State, representatives of the Auditor General or Chief Financial Officer or any other state or federal agency may require. Subrecipient will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

The Subrecipient shall retain all records and supporting documentation applicable to this Agreement for five (5) years after the repayment of all Grant Funds to Subrecipient. This Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE XVI. AUDIT REQUIREMENTS

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. State financial assistance is being awarded through the County by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the County, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in this Article, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).
4. Copies of financial reporting packages required by this Article shall be submitted by or on behalf of Subrecipient directly to the County, at the address set forth in Article XXX herein, and to the Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified Subrecipient of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided in Article V herein.
6. If expenditure does not exceed \$750,000.00 during an operating year, Subrecipient shall submit to the County within one hundred eighty (180) days after the end of the Subrecipient's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term of this Agreement. If the Subrecipient fails to provide its audited financial statements within the one hundred eighty (180) day time period referenced above, then, the Subrecipient shall be in default hereunder. Notwithstanding the foregoing, the County may grant the Subrecipient an extension of the one hundred eighty (180) day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

ARTICLE XVII. EVALUATION

The Subrecipient agrees that the County shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. The County shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the County or the State of Florida to accomplish this obligation, subject to state and federal confidentiality requirements.

In order to properly monitor and evaluate the Subrecipient's performance under this Agreement, the County shall make on-site inspections as often as it deems necessary. Further, the Subrecipient shall submit an activity report with each reimbursement request which details the progress made to date toward the completion of the activities authorized under **Exhibit "A"**. Failure by the Subrecipient to assist the County in its monitoring and evaluation efforts, including allowing the County to conduct the on-site inspections and have access to the Subrecipient's records, and/or failure to submit the activity reports, as required, shall result in the imposition of sanctions as specified in Article V herein.

ARTICLE XVIII. DRUG FREE WORKPLACE

The Subrecipient shall assure the County that it will administer, in good faith, a policy designed to ensure that the Subrecipient is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

The Subrecipient shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Subrecipient or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Subrecipient to be a representative, agent, subagent, or employee of the County.

The Subrecipient certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Subrecipient and assistant(s) of the Subrecipient.

In no event shall any provision of this Agreement make the County or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to the Subrecipient in connection with the services the Subrecipient has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Subrecipient. There is no contractual relationship, either express or implied, between the County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Subrecipient as a result of the provisions of the services provided by the Subrecipient hereunder or otherwise.

ARTICLE XX. INDEPENDENT CONTRACTORS/THIRD PARTY BENEFICIARIES

All work authorized under this Agreement that requires a contracting license pursuant to either Part I or Part II, Chapter 489, Florida Statutes, as amended, shall be performed by properly licensed contractors who shall obtain all necessary permits and inspections. The subcontracting of work by the Subrecipient to properly licensed contractors shall not in any way affect the provisions of this Agreement. All contracts between the Subrecipient and properly licensed contractors for work to be performed under this Agreement shall be in writing, subject to approval by the County and submitted to the Hillsborough County Affordable Housing Services Office prior to issuance of any building permit applications.

This Agreement is for the benefit of the County and the Subrecipient. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The Subrecipient acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the County.

ARTICLE XXI. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless, and defend the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties", from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage,

loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Subrecipient, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Subrecipient, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XXII. INSURANCE

The Subrecipient shall procure and maintain throughout the Term of this Agreement on behalf of itself and the County, the insurance specified on, and as required by **Exhibit “C”** attached hereto and incorporated by reference herein, and as stated below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Subrecipient shall ensure that the County and its Board of County Commissioners are named as additional insured parties as to the actions of the Subrecipient, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Subrecipient during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by the Subrecipient pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide thirty (30) days prior written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE XXIII. RECAPTURE OF GRANT FUNDS

As DPA loans are repaid, the Subrecipient will recycle such funds and originate new loans in accordance with SHIP program income guidelines. Subrecipient will establish a segregated account to receive repayments of SHIP DPA loans (“SHIP Program Income”) and covenants to recycle SHIP Program Income in accordance with SHIP guidelines.

ARTICLE XXIV. REVERSION OF ASSETS

Within thirty (30) days following the expiration or termination of this Agreement prior to the expiration of the applicable period of eligibility, the Subrecipient shall transfer to the County any Grant Funds on hand, and any interest income attributable to the use of the Grant Funds on hand, at the time of expiration or termination of this Agreement if the Grant Funds and any interest income have not been expended on eligible costs pursuant to this Agreement.

ARTICLE XXV. ACCESS TO RECORDS

If applicable, the Subrecipient shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the Subrecipient in connection with this Agreement.

ARTICLE XXVI. SURVIVABILITY/SEVERABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

In the event any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XXVII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by Subrecipient without the prior approval of the County.

ARTICLE XXVIII. GOVERNING LAWS

Each party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

ARTICLE XXIX. AUTHORIZATION

Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

ARTICLE XXX. NOTICE AND GENERAL CONDITIONS

All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

Hillsborough County
Cheryl Howell, Director
Affordable Housing Services
601 E. Kennedy Blvd, 24th FL
Tampa, Florida 33602

Housing Finance Authority
Mark Hendrickson
Housing Finance Authority
1404 Alban Ave
Tallahassee, Florida 32301

ARTICLE XXXI. TERMS

Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable state or federal statute or regulation.

ARTICLE XXXII. ESTOPPEL/WAIVER

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXXIII. MERGER AND MODIFICATIONS

This Agreement together with the Exhibits embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the Subrecipient expressly for that purpose.

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IN WITNESS HERETO, the parties herein have caused this Agreement to be executed at the place and on the day specified hereinabove.

**ATTEST:
PAT FRANK
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____
Nancy Y. Takemori,
Senior Assistant County Attorney

**Signed, sealed and delivered
in the presence of:**

Witness Signature

Name printed or typed

Housing Finance Authority of Hillsborough County
Michael F. Kelley

Witness Signature

Name typed or printed

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this ____ day of _____, 201_ by _____ (Name and title of officer or agent) of _____ (Name of corporation acknowledging) a _____ (State or place of incorporation) corporation. On behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation he/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification.

Witness my hand and official seal the date aforesaid,

Notary Public, State of Florida at Large

ary: Print or Type Name
My Commission Expires

EXHIBIT “A”
SCOPE OF SERVICES
Housing Finance Authority of Hillsborough County
Down Payment Assistance
PY 2017 - PY 2019

Section I. SERVICES TO BE RENDERED BY SUBRECIPIENT

The Subrecipient will expend the Grant Funds to provide down payment assistance (DPA) to qualified home buyers with incomes of up to 140% of area median income (AMI) in a program referred to as the “Home Sweet Home Program”. The maximum award is \$7,500 per eligible household with a repayment requirement, as set forth in the HFA Mortgage and Promissory Note, attached hereto as **Exhibit “G”**. The DPA loans will be made available to qualified homebuyers anywhere in Hillsborough County other than in the city of Tampa.

The Subrecipient shall ensure that all households assisted are income eligible, with incomes up to 140% AMI adjusted for family size, according to the income limits as determined pursuant to the SHIP Regulations. In determining income eligibility, the Subrecipient shall be required to utilize the most current applicable SHIP income limits, which change annually. The actual income limits imposed will be the lesser of SHIP applicable income limits or the IRS limits for the tax exempt bond and mortgage credit certificate program. Additional income eligibility requirements, such as maximum debt-to-income ratio and minimum FICO score, may be imposed by the Subrecipient, Master Servicer, or the originating lender.

The housing acquired with Grant Funds must be “eligible housing” as defined in section 420.9075(5)(f), Fla. Stats., which provides that “the sales price or value of new or existing eligible housing may not exceed 90 percent of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs or as otherwise established by the United States Department of the Treasury.”

To leverage the benefits of the DPA loans provided under this Program, the Subrecipient shall provide or facilitate the provision of affordable first mortgage financing, mortgage credit certificates and other assistance to first time homebuyers participating in the DPA program; however, the Grant Funds shall be used for DPA loans only.

The HFA will retain and service the DPA loans for the entire loan term. As DPA loans are repaid, the HFA will recycle such funds and originate new loans in accordance with SHIP program income guidelines.

The services offered to first time homebuyers by Subrecipient under this Program shall be administered by a program administrator, eHousing Plus (“eHousing”). eHousing will maintain a real time reservation system that will track the reservation of first mortgage and SHIP DPA funds. eHousing will also maintain on its website the loan origination procedures which participating lenders will be required to follow in originating first and second mortgage loans. These requirements will include a list of documents that are required to be provided to the Subrecipient which are consistent with the Florida Housing Coalition/ Florida Housing Finance Corporation list of documents required to be maintained for

SHIP down payment assistance loans. The County will have access to the loan origination, underwriting guidelines and loan pipeline details via the eHousing website.

This activity is an eligible activity under the LHAP, Section II. Local Housing Strategies, Subsection 2. First Time Home Buyer Down Payment Assistance and the SHIP Regulations.

Subrecipient shall require that each eligible homebuyer receiving Grant Funds for DPA pursuant to this Agreement execute a Mortgage and Promissory Note in the format attached as **Exhibit “G”**, encumbering each property assisted with Grant Funds. Subrecipient shall record the executed Mortgage and Promissory Note in the Public Records of Hillsborough County, Florida, and provide copies of the recorded documents to the County.

The DPA Mortgage shall be in no less than second position without prior authorization from the County, by and through Affordable Housing Services (AHS). The loan shall be 0% interest as long as not in default, and the principal shall be repaid upon maturity of the first mortgage, sale, refinance (unless otherwise authorized by both the County and the Subrecipient), death of the borrower or transfer of the property to an ineligible heir or devisee. The term of the Mortgage and Note will follow the term of the first mortgage, but in no event shall be less than five (5) years, and shall not exceed thirty (30) years.

The Subrecipient shall ensure that all loan applicants receive the disclosures required by the TILA-RESPA Integrated Disclosure Rule, including without limitation the Loan Estimate and Closing Disclosures, within the time frames provided therein.

The Subrecipient’s underwriting procedures will reflect the requirements of FHA, VA, USDA-RD, Fannie Mae or Freddie Mac, as applicable.

Underwriting and determination of income will be delegated to participating lenders and will be monitored by eHousing; however, the Subrecipient will maintain responsibility for establishing underwriting procedures. Prior to purchasing the loan from the originating lenders, the Subrecipient shall require that the Master Servicer confirm that key components of the lender’s file have been provided.

Subrecipient acknowledges that because participating lenders shall originate both the first and second mortgage, the lender may have recourse to both the Master Servicer and the HFA for repurchasing both loans in the event the loan was not originated in accordance with the mortgage origination agreement and participating lender agreement.

In the event of an audit, the HFA will provide files for review upon request. In the event there is any finding in the audit and a penalty is owed, the HFA will take responsibility for such penalty.

Section II. PAYMENT SCHEDULE

The County will provide Grant Funds to the Subrecipient on a reimbursement basis. On a monthly basis, the HFA will provide a list of loans to the County and request reimbursement for down payment assistance funds previously advanced.

All requests for reimbursement shall be on the Subrecipient’s official letterhead on a per client basis. Requests for payment must be submitted to the County’s Affordable Housing Services in substantially the same format as **Exhibit “B” through “B-2”**. All requests for payment must comply with the requirements in Article III of this Agreement, the Scope of Service (**Exhibit “A”**) and specify the line-item for which payment is being requested. Payment Requests for down payment reimbursement

must be accompanied by **Exhibit “B-3”**, SHIP Program File Checklist. This checklist of documents is required to be provided to Subrecipient, and is consistent with the Florida Housing Coalition/Florida Housing Finance Corporation list of documents required to be maintained for SHIP down payment assistance loans. In addition, the Subrecipient must include in its submittals a completed copy of **Exhibit “B-4”**, Case Summary Form, for each eligible household served. Request for payment reimbursement may be made electronically with digital copies of the above mentioned documentation. All requests for reimbursement must be made no later than fifteen (15) days after the funding expenditure deadline defined in Article II of this Agreement.

Flexibility of costs between budget categories shall not be allowed and funds made available for expenditure under one project budget category shall not be used to pay costs incurred under any other project category budget except upon prior written consent of the County in the form of a Budget Realignment Memo signed by the County Administrator or designee. Flexibility of line item costs may be allowed provided there is no increase in total project cost as set forth in Article III of the Agreement. Any request for change must be submitted in writing to the Affordable Housing Services Director, and approved by written consent of the County Administrator or designee.

Section III. TIMELY EXPENDITURE OF FUNDS

Grant funds must be spent in a timely manner as referenced in Article V (Default and Termination for Non-Performance). Unless an alternative Expenditure Schedule has been approved in writing by AHS, pursuant to “Exhibit F” funds must be expended at a minimum in the following manner:

- 25% by May 31st
- 50% by September 30th
- 75% by December 31st
- 100% by April 30th

After September 30th, if the Subrecipient has not provided services to expend at least one-half of the awarded funding and achieved at least fifty percent of the performance measures, the County may request that the Subrecipient provide a detailed plan for providing the balance of services to be rendered pursuant to this Agreement through the expiration date of the Agreement (Expenditure Plan). The Subrecipient shall provide the Expenditure Plan to the County within ten (10) working days of receipt of the County’s written request.

Upon review of the Subrecipient’s Expenditure Plan, the County, by and through the Affordable Housing Services, may elect to reduce the maximum amount of the Grant Funds awarded pursuant to this Agreement. After reduction, the maximum amount of Grant Funds awarded shall not be less than fifty percent (50%) of the maximum amount of the Grant Funds awarded pursuant to this Agreement prior to the reduction. In no event shall the Grant Funds be reduced below the amount necessary to compensate the Subrecipient for the services actually provided as of the date of the reduction.

The election to reduce the Grant Funds shall be solely in the discretion of the County by and through Affordable Housing Services and shall be based upon the services or Units of Service provided by the Subrecipient as of the date of the County’s request for an Expenditure Plan, and the County’s review of the Expenditure Plan.

The County shall notify the Subrecipient of its decision to reduce the maximum amount of the Grant Funds awarded pursuant to this Agreement in writing and within ten (10) working days of receipt

of the Expenditure Plan. A reduction in the maximum amount of Grant Funds as set forth in this Section shall not require an amendment to the Agreement.

Section IV. PERFORMANCE MEASURES

The overall goal of the Subrecipient is to provide services under this Agreement to a minimum of 189 households.

Section V. PROGRAM REPORTS

The Subrecipient shall submit to the County within fifteen (15) days from the end of each quarter, a Quarterly Progress Report in substantially the same format as set forth in **Exhibit “D” through “D-2”**, attached hereto and made a part hereof. On a monthly basis, the HFA will provide a list of loans to the County and request reimbursement for down payment assistance funds previously advanced.

HFA shall report on expenditure of recaptured funds. “Recaptured funds” is defined in 420.9071, Fla. Stats., and in the context of this Agreement, includes but is not limited to funds received by Subrecipient as loan repayments, sales proceeds, foreclosure proceeds and proceeds received in connection with refinancing. Reporting will be required on an annual basis in substantially the same format as **Exhibit “H”**. The report must be submitted to the County with back up documentation in similar format to that required in Section II PAYMENT SCHEDULE of this Agreement. The report must be accompanied by **Exhibit “B-3”**, SHIP Program File Checklist. This checklist and list of documents is required to be provided by the Subrecipient, and is consistent with the Florida Housing Coalition/Florida Housing Finance Corporation list of documents required to be maintained for SHIP down payment assistance loans. In addition, the Subrecipient must include in its submittals a completed copy of **Exhibit “B-4”**, Case Summary Form, for each eligible household served. This documentation may be made electronically with digital copies of the above mentioned documentation.

Delinquent Program report submissions may result in Subrecipient’s payment request(s) being withheld or termination of the agreement pursuant to Article V (Default and Termination for Non-Performance).

Section VI. EMERGENCY DUTY/INCIDENT MANAGEMENT

Pursuant to a federal, state or local government Declared State of Emergency, the Affordable Housing Services, hereinafter referred to as “AHS”, may order any action necessary to abate a threat or danger that it determines may be an imminent and substantial endangerment to human health, public safety, the general welfare of individuals or the environment because of an actual or impending disaster.

In the event of a disaster or major incident, the Subrecipient may be required to assist the AHS in response and recovery efforts to include sharing of information, partnering with the AHS for use of the Subrecipient’s resources, and coordination of any actions deemed necessary to augment the County’s response and/or recovery efforts. The Subrecipient agrees to assist in disaster response and recovery efforts to the best of their ability and may be called upon to provide assistance at the Disaster Recovery Center, located at the Hillsborough County AHS offices or other designated location.

The Subrecipient further agrees that, under this Agreement, suspension of its usual and customary activities as well as the activities defined under the scope of this Agreement may be required. It also may be necessary for the AHS to reallocate state funds designated to the Subrecipient for the purposes of

emergency situation management operations. Program funds will be reallocated to the Subrecipient in the amount deobligated under the suspension after the emergency management is declared completed.

~~ End Exhibit "A"

EXHIBIT "B"
REQUEST FOR PAYMENT
Housing Finance Authority of Hillsborough County
Down Payment Assistance
PY 2016

SUBRECIPIENT: Housing Finance Authority of Hillsborough County **BOCC DOC NO:** _____
PROGRAM NAME: Down Payment Assistance
FOR THE MONTH OF: _____ **REQUEST NO:** _____

FINANCIAL STATUS REPORT:

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	EXPENDITURES			REMAINING BALANCE
		Previous Payments:	AMOUNT OF THIS REQUEST:	Payments made to Date:	
Down Payment Assistance	\$189,825.00				
TOTAL	\$189,825.00				

I certify that the goods and/or services covered by this request have been provided to Hillsborough County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

 AUTHORIZED SIGNATURE DATE
 Please attach documentation substantiating expenditures.

EXHIBIT "B-1"
REQUEST FOR PAYMENT
Housing Finance Authority of Hillsborough County
Down Payment Assistance
PY 2017

SUBRECIPIENT: Housing Finance Authority of Hillsborough County **BOCC DOC NO:** _____
PROGRAM NAME: Down Payment Assistance
FOR THE MONTH OF: _____ **REQUEST NO:** _____

FINANCIAL STATUS REPORT:

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	EXPENDITURES			REMAINING BALANCE
		Previous Payments:	AMOUNT OF THIS REQUEST:	Payments made to Date:	
Down Payment Assistance	\$933,345.00				
TOTAL	\$933,345.00				

I certify that the goods and/or services covered by this request have been provided to Hillsborough County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

 AUTHORIZED SIGNATURE DATE
 Please attach documentation substantiating expenditures.

EXHIBIT "B-2"
REQUEST FOR PAYMENT
Housing Finance Authority of Hillsborough County
Down Payment Assistance
PY 2018

SUBRECIPIENT: Housing Finance Authority of Hillsborough County **BOCC DOC NO:** _____
PROGRAM NAME: Down Payment Assistance
FOR THE MONTH OF: _____ **REQUEST NO:** _____

FINANCIAL STATUS REPORT:

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	EXPENDITURES			REMAINING BALANCE
		Previous Payments:	AMOUNT OF THIS REQUEST:	Payments made to Date:	
Down Payment Assistance	\$300,000.00				
TOTAL	\$300,000.00				

I certify that the goods and/or services covered by this request have been provided to Hillsborough County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

 AUTHORIZED SIGNATURE DATE
 Please attach documentation substantiating expenditures.

EXHIBIT B – 3
SHIP PROGRAM FILE CHECKLIST
Housing Finance Authority of Hillsborough County
Down Payment Assistance
PY 2017 - PY 2019

SERVICER LOAN NUMBER: _____

MORTGAGOR(S): _____

LENDER NAME: _____

CONTACT NAME: _____

CONTACT A/C AND PHONE NUMBER: _____

EMAIL OF CONTACT PERSON: _____

Scan the items below in the order indicated.

- ___ THIS CHECKLIST
- ___ CASE SUMMARY FORM (B-4)
- ___ COPY OF LENDER'S AUTHORIZATION FOR RELEASE OF INFORMATION FORM
- ___ COPY OF HFA OF HILLSBOROUGH PATRIOT ACT BORROWER IDENTIFICATION
- ___ COPY OF AFFIDAVIT (Mortgagor & Seller/Builder Affidavit & Lender Certification)
- ___ COPY OF UNDERWRITER CERTIFICATION
- ___ COPY OF DOWN PAYMENT ASSISTANCE AWARD LETTER
- ___ COPY OF HFA SECOND MORTGAGE AND NOTE
- ___ COPY OF REAL ESTATE PURCHASE CONTRACT
- ___ COPY OF EXECUTED CLOSING DISCLOSURE FOR 1st MORTGAGE
- ___ COPY OF EXECUTED HUD-1 or CD FOR 2nd MORTGAGE
- ___ COPY OF WARRANTY DEED
- ___ COPY OF FIRST MORTGAGE DOCUMENT
- ___ COPY OF TITLE POLICY FOR TITLE INSURANCE
- ___ COPY OF APPRAISAL
- ___ COPY OF RESIDENT INCOME CERTIFICATION FORM

SECURELY UPLOAD THE COMPLETE SCANNED & PDF SECOND MORTGAGE FILE
TO: <https://hillsborough.sharefile.com/r/r54925283a0f4e979>

EXHIBIT B - 4
CASE SUMMARY FORM
Housing Finance Authority of Hillsborough County
Down Payment Assistance
PY 2017 - PY 2019

EXHIBIT “C”
INSURANCE REQUIREMENTS
Housing Finance Authority of Hillsborough County
Down Payment Assistance
PY 2017 - PY 2019

There are no insurance requirements for this funding agreement.

End Exhibit “C”

BENEFICIARY DATA (Income Categories, Race, Size, Assistance Provided)

RACE/ETHNICITY					Cumulative
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<i>(Enter number of households on each line as applicable)</i>	Number of Households /Hispanic	Number of Households /Hispanic	Number of Households /Hispanic	Number of Households /Hispanic	
White					
Black/African American					
Black/African American & White					
Asian					
Asian & White					
American Indian or Alaskan Native					
American Indian, Alaskan & White					
American Indian, Alaskan & Black					
Native Hawaiian/Other Pacific Islander					
Other/Multi-Racial					
TOTAL					
FEMALE HEAD OF HOUSEHOLD					
VETERAN HEAD HOUSEHOLD					
SENIOR HEAD OF HOUSEHOLD					
MEDIAN FAMILY INCOME					
Extremely Low Income (0-30%)					
Low Income (30.1 - 50%)					
Moderate Income (50.1-80%)					
Over 80%					

TOTAL unduplicated served = _____ (This number must equal the total racial categories above)

I certify the information contained in this report is accurate and the program is operating according to the terms, guidelines and requirements set forth in the Subrecipient Agreement.

Authorized Signature: _____

Print Name: _____ Date: _____

E-mail Address: _____

End Exhibit “D”

BENEFICIARY DATA (Income Categories, Race, Size, Assistance Provided)

RACE/ETHNICITY					Cumulative
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<i>(Enter number of households on each line as applicable)</i>	Number of Households /Hispanic	Number of Households /Hispanic	Number of Households /Hispanic	Number of Households /Hispanic	
White					
Black/African American					
Black/African American & White					
Asian					
Asian & White					
American Indian or Alaskan Native					
American Indian, Alaskan & White					
American Indian, Alaskan & Black					
Native Hawaiian/Other Pacific Islander					
Other/Multi-Racial					
TOTAL					
FEMALE HEAD OF HOUSEHOLD					
VETERAN HEAD HOUSEHOLD					
SENIOR HEAD OF HOUSEHOLD					
MEDIAN FAMILY INCOME					
Extremely Low Income (0-30%)					
Low Income (30.1 - 50%)					
Moderate Income (50.1-80%)					
Over 80%					

TOTAL unduplicated served = _____ (This number must equal the total racial categories above)

I certify the information contained in this report is accurate and the program is operating according to the terms, guidelines and requirements set forth in the Subrecipient Agreement.

Authorized Signature: _____

Print Name: _____ Date: _____

E-mail Address: _____

End Exhibit “D”

BENEFICIARY DATA (Income Categories, Race, Size, Assistance Provided)

RACE/ETHNICITY					Cumulative
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<i>(Enter number of households on each line as applicable)</i>	Number of Households /Hispanic	Number of Households /Hispanic	Number of Households /Hispanic	Number of Households /Hispanic	
White					
Black/African American					
Black/African American & White					
Asian					
Asian & White					
American Indian or Alaskan Native					
American Indian, Alaskan & White					
American Indian, Alaskan & Black					
Native Hawaiian/Other Pacific Islander					
Other/Multi-Racial					
TOTAL					
FEMALE HEAD OF HOUSEHOLD					
VETERAN HEAD HOUSEHOLD					
SENIOR HEAD OF HOUSEHOLD					
MEDIAN FAMILY INCOME					
Extremely Low Income (0-30%)					
Low Income (30.1 - 50%)					
Moderate Income (50.1-80%)					
Over 80%					

TOTAL unduplicated served = _____ (This number must equal the total racial categories above)

I certify the information contained in this report is accurate and the program is operating according to the terms, guidelines and requirements set forth in the Subrecipient Agreement.

Authorized Signature: _____

Print Name: _____ Date: _____

E-mail Address: _____

End Exhibit “D-1”

EXHIBIT “E”
EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND
REGULATIONS*

Housing Finance Authority of Hillsborough County
Down Payment Assistance

HILLSBOROUGH COUNTY, FL

- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 -5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

“The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Subrecipient (referred to in this Exhibit as “contractor”), agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "F"
EXPENDITURE SCHEDULE
Housing Finance Authority of Hillsborough County
PY 2017 - PY 2019

AGENCY: _____
PROJECT: _____
FUNDING AMOUNT: _____

MONTH	PROPOSED EXPENDITURE	PERCENTAGE USED
January – June 2019		
July		
August		
September		
October		
November		
December		
January 2020		
February 2020		
March 2020		
April 2020		
May 2020		
TOTAL:		
COMMENTS:		

Signature

Exhibit “G”
Housing Finance Authority of Hillsborough County
HFA Mortgage and Promissory Note
PY 2017 - PY 2019

**HOUSING FINANCE AUTHORITY OF HILLSBOROUGH
COUNTY, FLORIDA SECOND MORTGAGE PROGRAM
SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE (“Mortgage”) is made on this ___ day of ___, 20___. The grantor is _____ (herein “Borrower” or “Mortgagor”) whose address is _____. This Mortgage is given to the Housing Finance Authority of Hillsborough County, Florida, a public body corporate and politic of the State of Florida, whose address is c/o Hillsborough County Attorney’s Office, 601 East Kennedy Blvd., 27th Floor, Tampa, Florida, 33602 (herein “Lender” or “Mortgagee”). Borrower has applied to and owes Lender the principal sum of _____ Dollars (U.S. \$ _____) (the “Loan”). This debt is evidenced by the Borrower’s Promissory Note (“Note”) dated the same date as this Mortgage. The Loan is made in connection with the Lender’s single-family mortgage program (the “Program”) and is subordinate to the first mortgage loan (the “First Mortgage”) made under the Program.

The Note provides that payment shall be deferred for the term of the First Mortgage, with payment due upon the maturity of the First Mortgage or until the first to occur of the following events: (a) Borrower sells, transfers or disposes of the Property or Home (as defined below) either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the Home as a principal residence, (c) Borrower or surviving spouse of Borrower, dies; or (d) the Borrower refinances the First Mortgage loan, at which time the remaining principal balance is due.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums advanced in accordance herewith, to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby grant, bargain, sell, assign, transfer, convey and Mortgage to Mortgagee the following described Property located in the County of Hillsborough, State of Florida (insert legal description):

[insert here]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the “Property” or “Home”.

MORTGAGOR COVENANTS represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for prior encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, covenant of the Note and of this Mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fees, then this Mortgage and the estate hereby created shall cease and be null and void.

THIS MORTGAGE IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX UNDER 201.08, F.S. AND FLORIDA NONRECURRING INTANGIBLE TAX UNDER 199, F.S. PER 159.621 FLORIDA STATUTES.

MORTGAGOR FURTHER COVENANTS and agrees with Mortgagee as follows:

- 1. Payment.** Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.

- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and paragraph 1 hereof shall be applied by Mortgagee first to the interest due under the Note; then to principal of the Note; then to any other monies due under the Note or this Mortgage, in that order.

- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other mortgage with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, and Mortgagor shall not request or accept any future advances under the terms of any such First Mortgage or any other mortgage or deed of trust which would have priority over this Mortgage.

- 4. Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by Mortgagee; **provided**, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other mortgage with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and, if this is a leasehold Mortgage, Mortgagor shall perform all of its leasehold obligations in order to preserve this Mortgage. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and any other documents.

6. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. Inspection. Mortgage may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Mortgagor specifying reasonable cause therefore related to the Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other mortgage with a lien which has priority over this Mortgage.

9. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assign Bound; Joint and Several Liability; Co-signers. The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of Paragraph 15 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute

the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in Paragraph 15 hereof.

11. Notice. Except for any notice require under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail to the address stated herein with a copy to U.S. Bank, N.A. 17500 Rockside Road, Bedford, Ohio, 44146, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.

12. Governing Law; Severability; Costs. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

14. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leases or rented, all sums secured by this Mortgage shall immediately become due and payable. Provided, however, a transfer to a person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in the Program; and (c) executes such documents (including, without limitation, an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period not less than thirty (30) days from the date the notice is given in accordance with Paragraph 11 hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this

period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

16. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by the Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to the acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph 11 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, court costs, and costs of documentary evidence, abstracts and title reports.

17. Mortgagor's Right to Reinstate. Notwithstanding the acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in the Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonable require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if not acceleration had occurred.

18. Assignment of Revenues; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 16 hereof or abandonment of the Property, Mortgagee shall the Property and to collect the revenues of the Property including those past due. All revenues collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and the reasonable attorney's fees, and then to the sums secured by this Mortgage, The receiver shall be liable to account only for those revenues actually received.

19. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage. The Mortgagee shall not bear the cost of recording the

Satisfaction of Mortgage; it shall be the responsibility of the Mortgagor.

20. Subordination. Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovation, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede and any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restriction.

Further, if the mortgagee of the First Mortgage acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall terminate at the discretion of the Mortgagee upon the mortgagee of the First Mortgage's acquisition of title; such termination will not be unreasonably withheld provided that (i) the Mortgagee has been given written notice of a default under the First Mortgage, (ii) the Mortgagee shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Mortgagee, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this loan.

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorney's fees" shall include attorneys' fees and paralegal fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

22. Special Second Mortgage Program Covenants, Warrants, Representations. Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence; and (c) Mortgagor's total family income at the time of its applications for the Loan meets the requirements for Participation in the Program.

23. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE OF THIS MORTGAGE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL

NOT ASSERT ANY CLAIM AGAINST MORTGAGEE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

**NOTICE TO MORTGAGOR
DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.**

Signed, sealed in the presence of and delivered:

Printed Name of Witness

Printed Name of Mortgagor

Printed Name of Witness

Printed Name of Mortgagor

Printed Name of Witness

Printed Name of Mortgagor

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, Mortgagor. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My commission expires: _____
My commission no.: _____

5. BORROWER'S FAILURE TO PAY AS REQUIRED

A. Default – If Borrower does not pay the full amount as required in Section 3 above, or if Borrower otherwise fails to timely perform any obligations under this Note or the Mortgage securing this Note, Borrower will be in default. If Borrower is in default, the Note Holder may bring about any actions not prohibited by applicable law and require Borrower to pay the Note Holder's costs and expenses as described in (D) below.

B. Notice of Default – If Borrower is in default, the Note Holder may send Borrower a written notice telling Borrower that if the Borrower does not cure the default by a certain date, the Note Holder may require Borrower to pay immediately the full amount of principal which has not been paid and all the interest that Borrower owes on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to Borrower.

C. No Waiver By Note Holder – Even if, at a time when Borrower is in default, the Note Holder does not require Borrower to pay immediately in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

D. Payment of Note Holder's Costs and Expense – If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees, whether incurred by the Note Holder before filing suit, at trial or an appeal.

6. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if Borrower does not keep the promises which Borrower makes in this Note. That Mortgage describes how and under what conditions Borrower may be required to make immediate payment in full of all amounts that Borrower owes under this Note. This Note is assumable only under the same terms and conditions as set forth in Section 15 of the Mortgage that secures this Note.

7. BORROWER'S WAIVERS

Borrower waives any rights that require the Note Holder to do certain things. Those things are (a) to demand payment of amount due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises Borrower has made in the Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if Borrower fails to keep the promises under this Note, or who signs this Note to transfer it to someone else, waives these rights.

8. GIVING OF NOTICES

Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by certified or registered mail, addressed to Borrower at the Property Address above. A notice will be delivered or mailed to Borrower at a different address if Borrower gives the Note Holder a notice in writing of Borrower's different address. Any notices that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail to the Note Holder at the Lender's address stated in Section 1 above with a copy to U.S. Bank, N.A., 17500 Rockside Road, Bedford, OH, 44146, or such other address as the Note Holder may designate by notice to the Borrower. A notice will be mailed to the Note Holder at a different address if Borrower is given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each signatory is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each party individually or against all parties together and may enforce its rights under this Note against all parties together and may enforce its rights against any party, in any order. This means that any one party may be required to pay all of the amounts owed under this Note.

10. WAIVER OF JURY TRIAL. BORROWER AND LENDER (BY ACCEPTANCE OF THIS NOTE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS NOTE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS NOTE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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**NOTICE TO
BORROWER
DO NOT SIGN THIS NOTE IF IT CONTAINS
BLANK SPACES. ALL SPACES SHOULD BE
COMPLETED BEFORE YOU SIGN.**

BORROWER

BORROWER

Printed Name of Borrower

Printed Name of BORROWER

BORROWER

BORROWER

Printed Name of Borrower

Printed Name of BORROWER

**(SIGN
ORIGINAL
ONLY)**

