

**SECOND AMENDMENT
TO CONTRACT NUMBER 2010-07-02-018 PRP**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2010-07-02-018 PRP is entered into and effective as of September 1, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TALLAHASSEE LENDERS' CONSORTIUM, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2010-07-02-018 PRP, dated August 01, 2013, ("Contract") wherein Service Provider agreed to provide or perform advisor services pursuant to RFQ 2010-07. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning August 01, 2013, and ending July 31, 2015.
- C. Section 4 of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the second one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective on September 1, 2016. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the second one-year renewal term, beginning September 1, 2016, and ending August 31, 2017. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

- 1. Section 7(e) is hereby amended by appending the following to the end of the section:

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

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

2. The Contract is amended further by creating Item (f). under Section 13, Governing Law; Venue; Other Provisions:

(f) The Service Provider understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

D. General Terms and Conditions.

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

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

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

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

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

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IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 2010-07-02-018 PRP, by a duly authorized representative, effective September 1, 2016.

TALLAHASSEE LENDERS' CONSORTIUM, INC.

By: Libby Lane

Name/Title: Libby Lane, Executive Director

Date: July 20, 2016

FEIN: 593212709

FLORIDA HOUSING FINANCE CORPORATION

By: Stephen P. Auger
Stephen P. Auger, Executive Director

Date: 7/22/16

**FIRST AMENDMENT
TO CONTRACT NUMBER 2010-07-02-018 PRP**

This FIRST AMENDMENT (“Amendment”) to HFA Hardest Hit Fund Principal Reduction Program CONTRACT NUMBER 2010-07-02-018 PRP is entered into effective as of April 1, 2015 (“Effective Date”) by and between the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and TALLAHASSEE LENDERS' CONSORTIUM (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Principal Reduction Program Contract Number 2010-07-02-018 PRP, dated 8/1/2013 (“Contract”) wherein Service Provider agreed to provide or perform advisor services pursuant to RFQ 2010-07. As used herein, “Contract” shall include within its meaning any modification or amendment to the Principal Reduction Contract.
- B. The initial term of the Contract was for two (2) years, beginning on 8/1/2013 and ending on 7/31/2015 (“Original Expiration Date”)
- C. Section 4. of the Contract provides that the Contract may be renewed for three (3), one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.
- E. Florida Housing and Service Provider also wish to amend certain provisions of the Contract, subject to the terms and conditions set forth below.

AGREEMENT

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

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be deemed effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. Sections 6, and 11(a) of the Contract are hereby amended and restated as follows:

“6. COMPENSATION

For purposes of determining if a file is a Tier I, II, III or IV file, and thus entitled to compensation at the corresponding rates as set forth below, Florida Housing shall use the tier descriptions as set forth in the FLORIDA HOUSING FINANCE CORPORATION PR HHF DOCUMENT and ELIGIBILITY DETERMINATION CHECKLISTS (the “PR HHF Advisor Checklists”) dated February 2015, as amended from time to time, to compensate the HHF Advisor for eligibility determination services rendered. The PR HHF Advisor Checklists are subject to amendment from time to time during the term of this Contract by Florida Housing; amended and updated PR HHF Advisor Checklists will be made available to the HHF Advisor in the Counselor Direct system. Compensation rates shall be based on the tier descriptions in the HHF Advisor Checklists in effect at the time the eligibility determination is made for an Applicant. As used herein, the term PR HHF Advisor Checklists shall mean the PR HHF Advisor Checklists as amended or modified from to time during the term of this Contract.

The HHF Advisor shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

- Determination of eligibility for Principal Reduction:
 - For Applicants whose first eligibility determination is made under the criteria set forth in the HHF-PR Advisor Procedures Manual:
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing:
 - Tier IV files: \$500;
 - Tier III files: \$400;
 - Tier II files: \$300; and
 - Tier I files: \$200;
 - Determined ineligible due to initial credit failure: \$200;
 - Determined ineligible by the HHF Advisor and subsequently confirmed ineligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual: \$75;
 - For Applicants determined ineligible by the HHF Advisor when initially reviewed where it was determined by Florida Housing that the proper documentation to support the ineligibility determination was not provided, the HHF Advisor will be required to submit the proper documentation.

Upon receipt of proper documentation as verified by Florida Housing to support the ineligibility determination: \$35;

- Applicants previously determined ineligible under the eligibility criteria set forth in the HHF-PR Advisor Procedures Manual (where an ineligibility letter was issued and an Advisor Agency was paid for an eligibility determination):
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual: \$425 maximum;
 - Remain ineligible under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual – no payment;
 - Applicants previously determined ineligible due to initial credit failure:
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual:
 - Tier IV files: \$300;
 - Tier III files: \$200;
 - Tier II files: \$100; and
 - Tier I files: no payment;
 - Remain ineligible under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual – no payment;
 - For eligible self-employed borrowers or co-borrowers, Tier II shall be the minimum compensation level;
 - Payment for eligibility determinations shall be capped at one (1) ineligible and one (1) subsequent eligible determination, if applicable, per client; and
- Loan Closing - \$100.

11. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: contracts.manager@floridahousing.org”

3. Renewal. The Contract, as amended, is hereby renewed for the first one-year renewal term, beginning at midnight on the Original Expiration Date and ending August 31, 2016. It is the intent of the parties that the renewal term of the Contract end on a date that coincides with the last day of a calendar month such that the term of this Contract and the terms of other HHF Advisor contracts which are being amended and renewed simultaneously herewith end on a common date. To that end, the parties agree that the term of the renewal period may be more or less than one calendar year depending on the Original Expiration Date, but that such term shall nevertheless represent the first of the three (3) one-year renewal terms as provided in the Contract. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

4. General Terms and Conditions.

(a) This Amendment shall be attached to and made a part of the Contract. Provided, the failure to physically attach this Amendment to the Contract shall not, of itself, affect the validity and enforceability of the Amendment in accordance with its terms.

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

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

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

(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable

under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

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

IN WITNESS WHEREOF, Florida Housing and Service Provider have executed this FIRST AMENDMENT to Principal Reduction Contract Number 2010-07-02-018 PRP, by a duly authorized representative, effective as of the Effective Date.

TALLAHASSEE LENDERS' CONSORTIUM

By: Libby Lane
Name: Libby Lane
Title: Executive Director
Service Provider FEIN: 59-3212709
Date: 3-12-15

FLORIDA HOUSING FINANCE CORPORATION

By: Stephen P. Auger, as Executive Director
Date: 3/17/15

**CONTRACT FOR
HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION AND
TALLAHASSEE LENDERS' CONSORTIUM, INC.**

This Contract for Hardest Hit Fund (HHF) Advisor Services for the HFA Hardest Hit Fund Principal Reduction Program #2010-07-02-018 PRP (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and TALLAHASSEE LENDERS' CONSORTIUM, INC. (HHF Advisor) located at 224 Office Plaza, Tallahassee, Florida 32301. This Contract shall become effective upon the date the last party signs the Contract (Effective Date).

MUTUAL UNDERSTANDINGS

Florida Housing was directed by the U.S. Department of the Treasury (Treasury) to create and administer foreclosure prevention assistance programs (the "Hardest Hit Fund Foreclosure Prevention Programs") that address the unique issues of our state. The Principal Reduction (PR) Program meets this directive by providing assistance to severely underwater homeowners who have been honoring their promise to make their mortgage payments by reducing the amount of unpaid principal balance on their first mortgage to an amount that is in line with the current value of the property, subject to program limits. In addition, the program may also further assist these homeowners by recasting their loan and thus reducing their monthly mortgage payment.

Florida Housing issued RFQ 2010-07 entitled HOUSING COUNSELING AGENCIES FOR THE IMPLEMENTATION OF THE HFA HARDEST HIT FUND MORTGAGE INTERVENTION STRATEGY in June 2010 seeking qualified advisors to render services in connection with the Hardest Hit Fund Foreclosure Prevention Programs. The HHF Advisor is currently under contract with Florida Housing to render advisor services in connection with those programs. Florida Housing has determined that the advisor services required under the Principal Reduction Program are within the general scope and intent of the advisor services described or otherwise contemplated in that RFQ.

As used herein, the term "Applicant" means the borrower (including any co-borrower) under a mortgage loan who applies for assistance under the Principal Reduction Program.

The HHF Advisor shall perform and render the services identified in this contract as an independent Contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as "Contractor and professional services" and shall include, but not limited to, the provision of advice and assistance to Florida Housing in the following areas:

- Applicant intake;
- Initial determination of the Applicant's eligibility for assistance under the Principal Reduction Program; and
- Reporting activities.

Florida Housing has a need for such services and does hereby accept the offer of the HHF Advisor upon the terms and conditions outlined in this Contract.

Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the HHF Advisor under the terms and provisions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. CLIENT MANAGEMENT SOFTWARE

The HHF Advisor must use Counselor Direct, the client management software available at www.PrincipalReductionFLHHF.org to provide the required data elements under the Contract.

2. ENGAGEMENT OF THE HHF ADVISOR; RESPONSIBILITY TO PROVIDE INFORMATION ON EMPLOYEES; REFERENCE CHECKS

The HHF Advisor agrees to provide the services in accordance with the terms and conditions hereinafter set forth, unless otherwise stated in this Contract. The HHF Advisor understands and agrees that all services under this Contract are to be performed solely by the HHF Advisor, unless prior written approval and consent is received from Florida Housing for any subcontract or assignment of services.

The HHF Advisor shall use the applicable criteria set forth in the Florida Hardest-Hit Fund Principal Reduction (HHF-PR) Advisor Procedures Manual (the "HHF-PR Advisor Procedures Manual") dated July 2013 to determine the Applicant's eligibility for Principal Reduction Program assistance. From time to time, updated procedures will also be made available to the HHF Advisor in the Counselor Direct system. The HHF Advisor is required to apply the eligibility criteria and procedures in effect at the time the eligibility determination is made for an Applicant. As used herein, the term HHF-PR Advisor Procedures Manual shall mean the HHF-PR Advisor Procedures Manual as amended or modified from time to time during the term of this Contract.

References herein to "this Contract" shall be deemed to include the HHF-PR Advisor Procedures Manual, as same be amended or modified from time to time during the term hereof.

The HHF Advisor agrees to provide, in writing to Florida Housing's program contact as designated in subparagraph 11(c) herein, the following:

- A complete and updated Advisor Survey that provides HHF Advisor Agency information and details for all employees that will have access to CounselorDirect (due within fourteen (14) days following execution of this Contract by the HHF Advisor).
- Notice of any change in the list of employees providing services under this Contract (due within 7 days of the change).
- Resumes of any new employees requiring access to CounselorDirect (due within seven (7) days of access).

The HHF Advisor agrees to perform appropriate reference checks on any new employee that will be providing services under this Contract.

3. INCORPORATION OF MUTUAL UNDERSTANDINGS, LAWS, RULES, AND REGULATIONS

The Mutual Understandings set out above are incorporated into and made a part of this Contract.

Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury with regard to the Principal Reduction Program, shall govern both the HHF Advisor and Florida Housing.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall begin upon the date the last party signs the Contract (Effective Date).

The term of this Contract shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the HHF Advisor at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed up to three (3) times. Each renewal shall be for an additional one-year period.

5. MODIFICATION OF AGREEMENT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract. All other terms and provisions, not so modified, shall remain in full force and effect.

6. COMPENSATION

The HHF Advisor shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

- Initial determination of eligibility for Principal Reduction:
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual - \$300;
 - Determined ineligible by the HHF Advisor and subsequently confirmed ineligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual -\$75; and
- Loan Closing - \$100.

7. APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION

- (a) Applicant Privacy: The HHF Advisor shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator (URL) information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.
- (b) Contents of the Files: The HHF Advisor shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for PR assistance in accordance with the applicable eligibility guidelines under this Contract, as well as all compensation paid to the HHF Advisor for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the HHF Advisor in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the CounselorDirect system.
- (c) Retaining the Files: The HHF Advisor must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress, subject to the provisions of subparagraph 10(g)(iii) below. Additional time may also be required if other assistance programs are used with longer retention periods. It is the HHF Advisor's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other

information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

- (d) Access to the Files: The HHF Advisor and its employees shall allow Florida Housing, or its agent(s) and compliance monitor(s), physical access to the files and records maintained by the HHF Advisor under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the HHF Advisor 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the HHF Advisor's contract administrator as designated in this Contract.
- (e) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the HHF Advisor in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The HHF Advisor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the HHF Advisor is required "to comply with public records laws, specifically to:
- (i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (f) Electronic Files and Records: The HHF Advisor understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing or by its compliance monitors. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The HHF Advisor shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to its compliance monitor(s), or to Treasury, or to its designee(s). The HHF Advisor shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its rights under subparagraph 7(d) of this Contract to conduct on-site inspections of the HHF Advisor's files and records under this Contract.
- (g) Use of Applicant Information: The HHF Advisor agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the

program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under paragraph 9 of this Contract. The terms and conditions in this subparagraph 7(g) shall survive the termination of the Contract.

8. LIABILITY

- (a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the HHF Advisor, its agents, its servants, or employees, and the HHF Advisor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and holds Florida Housing harmless from the claims of any third party which may arise due to the acts, omissions, or negligence of the HHF Advisor or its agents, servants or employees. The HHF Advisor further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the HHF Advisor acknowledges that it is performing the services under this Contract as an independent contractor. The HHF Advisor warrants and represents that it is authorized to do business in the State of Florida, and that it has and will maintain at all times during the term of this Contract all requisite licenses and permits as may be required for doing business and practicing its profession.
- (b) The HHF Advisor specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.
- (c) The HHF Advisor specifically accepts responsibility for the payment of all income taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments paid to or by the HHF Advisor in conjunction with the services rendered pursuant to this Contract or in connection with the HHF Advisor's property. At no time shall the HHF Advisor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.
- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Florida Housing.
- (e) The HHF Advisor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the HHF Advisor.
- (f) The HHF Advisor must maintain professional liability insurance throughout the term of the Contract in an amount that is standard for the industry, but not less than \$100,000.

9. DEFAULT AND REMEDIES

- (a) If any of the events listed in subparagraph 9(b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the HHF Advisor or assign any future transaction to the HHF Advisor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the HHF Advisor as a participant after the happening of any event listed in subparagraph 9(b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the HHF Advisor in the final transaction.
- (b) Events of Default shall include, but not be limited to, the following:
 - i. If any report, information, representation or material provided by the HHF Advisor in this Contract, is inaccurate, false or misleading;

- ii. If any warranty or representation made by the HHF Advisor in this Contract, or any other outstanding agreement with Florida Housing, is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
 - iii. If the HHF Advisor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
 - iv. If, in the sole discretion of Florida Housing, the HHF Advisor has failed to perform or complete any of the services identified in this Contract;
 - v. If the HHF Advisor has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work or services to be provided under this Contract;
 - vi. If the HHF Advisor permits or engages in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in performing any service identified in this Contract;
 - vii. If the HHF Advisor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - viii. If the HHF Advisor commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;
 - ix. If the HHF Advisor refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law; or
 - x. If the HHF Advisor, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).
- (c) Upon the happening of any Events of Default listed in subparagraph 9(b) above, Florida Housing will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in paragraph 11(b) of this Contract.
- (d) Upon the happening of any Events of Default listed in subparagraph 9(b), Florida Housing may provide the HHF Advisor a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the HHF Advisor of the length of the Cure Period in the Notice of Default.
- (e) Upon the happening of any Event of Default, or if Florida Housing provides a Cure Period and if the HHF Advisor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
- i. Florida Housing may terminate the Contract;
 - ii. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

- iii. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the HHF Advisor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the HHF Advisor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the HHF Advisor to reimburse Florida Housing for the amount of costs incurred; or
- iv. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

10. TERMINATION; SURVIVAL OF OBLIGATIONS AND DUTIES OF HHF ADVISOR UPON AND FOLLOWING TERMINATION

- (a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the HHF Advisor identified in paragraph 11(b) of this Contract.
- (b) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives the Termination Notice if the HHF Advisor fails to comply with Florida's Public Records Law.
- (c) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives the Termination Notice if the HHF Advisor fails to comply with the terms and conditions set forth ins. 420.512(5), Fla. Stat.
- (d) Florida Housing may terminate the Contract for cause, including, but not limited to, the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10th) day after the representative of the HHF Advisor as identified in paragraph 11(b) of this Contract receives the Termination Notice.
- (e) This Contract may be terminated by either party upon ten (10) days written notice. The Contract will automatically terminate on the tenth (10th) day after all the parties consent in writing to the Termination Notice.
- (f) Upon termination of this Contract for any reason, the HHF Advisor shall ensure that all information kept pursuant to paragraph 7 of this Contract is transmitted to Florida Housing via the Counselor Direct or any other appropriate or necessary means specified by Florida Housing. The HHF Advisor shall have a continuing duty to maintain the security of Applicant information and PII for the retention period of any information kept pursuant to paragraph 7 of this Contract.
- (g) Upon termination of this Contract for any reason, the HHF Advisor shall:
 - i. Immediately cease the use of any logo, slogan, sigil, service mark, trademark or any other intellectual property of Florida Housing associated with the HHF Program in any and all media produced or maintained by the HHF Advisor;
 - ii. Immediately cease to represent any association with the HHF Program for any purpose whatsoever in any and all media produced or maintained by the HHF Advisor; and

- iii. Notwithstanding the provisions of subparagraph 7(c) of this Contract regarding the retention of records, the HHF Advisor shall destroy or delete all physical and electronic records containing any Applicant data or PII per the methods set forth in subparagraph 7(c) of this Contract and provide Florida Housing with a written statement that all physical and electronic Applicant data has been provided to Florida Housing either in CounselorDirect or other electronic means acceptable to Florida Housing and subsequently destroyed or deleted.

The terms and conditions in subparagraphs (f) and (g) above shall survive the termination of the Contract. Failure to comply with the terms of this part shall constitute an Event of Default pursuant to paragraph 9 above.

11. ADMINISTRATION OF CONTRACT

- (a) The Florida Housing contract administrator for this Contract is:

Della Harrell
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: della.harrell@floridahousing.org
or the designated successor.

- (b) The primary HHF Advisor contract administrator for this Contract is:

Mary L. Jones
Assistant Executive Director
Tallahassee Lenders' Consortium, Inc.
224 Office Plaza
Tallahassee, FL 32301
Telephone: 850-222-6609 x105 Fax: 850-222-6687
mjones@tallahasseeleenders.org
or the designated successor.

- (c) The Florida Housing program contact for this Contract is:

David Westcott
Director of Homeownership Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 488-9809
E-mail: david.westcott@floridahousing.org
or the designated successor.

- (d) All written and verbal approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

- (e) All notices shall be given to the parties' respective contract administrators or their respective designees (unless a provision in the Contract directs otherwise, in which case such notice shall be given to the person or contact as directed in that provision).

12. CONFIDENTIALITY

- (a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the HHF Advisor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.
- (b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the HHF Advisor shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.
- (c) If the HHF Advisor is required to disclose or publish the existence or terms of this Contract pursuant to Florida's Public Records Law, then the HHF Advisor shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

13. GOVERNING LAW; VENUE; OTHER PROVISIONS

- (a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.
- (b) If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Contract.
- (c) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the HHF Advisor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the HHF Advisor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- (d) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.
- (e) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

14. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or federal agency. The HHF Advisor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

15. COPYRIGHT, PATENT AND TRADEMARK

- (a) If the HHF Advisor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the HHF Advisor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.
- (b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith, the HHF Advisor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the HHF Advisor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.
- (c) All subcontracts or other arrangements entered into by the HHF Advisor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

16. LEGAL AUTHORIZATION

The HHF Advisor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The HHF Advisor also certifies that the undersigned possesses the authority to legally execute and bind the HHF Advisor to the terms of this Contract.

17. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity;
- (d) Be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and;
- (e) Transact business with any public entity in excess of the threshold amount provided in s.287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

18. CONFLICTS OF INTEREST

- (a) The HHF Advisor and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "HHF Employee" means any employee of the HHF Advisor, including the HHF Advisor, if an individual. To that end, an HHF Employee may not handle, process, or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Principal Reduction Program

made by an Applicant that is a Relative, Friend or Business Associate of the HHF Employee. "Relative," for purposes of this paragraph, with respect to the HHF Employee, means an individual who is related to the HHF Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the HHF Employee, means an individual, with whom the HHF Employee has a business or financial relationship. Should the HHF Advisor or the HHF Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 11(c) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

(b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

" 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

- (d) By executing this contract, the HHF Advisor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.
- (e) The HHF Advisor will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.
- (f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the HHF Advisor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the HHF Advisor will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 11(c) of this Contract, within ten (10) working days. If the HHF Advisor is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

19. TECHNICAL ASSISTANCE

A technical assistance provider (TAP) may be assigned to the HHF Advisor by and at the discretion of Florida Housing at any time during the term of this Contract. In such case, the TAP may evaluate the HHF Advisor to determine experience and capacity levels and submit written recommendations and observations to Florida Housing. In no event, however, shall the TAP manage, control or direct the manner in which the HHF Advisor renders the services contemplated under this Contract.

20. FACILITIES

The facilities and premises used by the HHF Advisor in providing the services under this Contract shall be maintained in commercially reasonable clean and safe condition, and accessible to all persons, including persons with disabilities.

21. OTHER LANGUAGES

The HHF Advisor must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the HHF Advisor either must have staff fluent in the language of any such Applicant or use interpreter services to ensure that such Applicant has access to the services and programs contemplated under this Contract.

22. ANTI-DISCRIMINATION

The HHF Advisor will not permit or engage in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability.

23. COMPLIANCE

The HHF Advisor agrees to comply with quality control, compliance and evaluation of the Principal Reduction Program for activities performed pursuant to the Contract.

24. ENTIRE AGREEMENT: ALL PRIOR AGREEMENTS SUPERSEDED AND TERMINATED

This Contract, including any and all attachments, embodies the entire agreement of the parties with respect to its subject matter. This Contract supersedes and replaces all previous oral or written communications, representations or agreements in connection with or related to the subject matter of this Contract, including, specifically, any previous version(s) of this Contract entitled Contract For HHF Advisor Services For The HFA Hardest Hit Fund Principal Reduction Program between Florida Housing and the HHF Advisor. Upon execution of this Contract, any such previous contract shall be deemed terminated by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized.

TALLAHASSEE LENDERS' CONSORTIUM, INC.

By: Libby Lane
Name: Libby Lane
Title: Executive Director
FEIN: 59-3212709
Date: 7-29-13

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]
Name: Stephen P. Auger
Title: Executive Director
Date: 8/1/13