

**SECOND AMENDMENT
TO CONTRACT NUMBER 2013-01-02-063**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-01-02-063 is entered into and effective as of February 11, 2019, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and COMMUNITY ENTERPRISE INVESTMENTS, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-01-02-063, dated February 11, 2016, ("Contract") wherein Service Provider agreed to provide or perform Foreclosure Counseling services pursuant to RFQ 2013-01. 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 February 11, 2016, and ending February 10, 2018.
- C. Section 3 of the Contract provides that the Contract may be renewed for additional one-year terms as long as long as the program is in effect.
- 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 as of February 11, 2019. 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 February 11, 2019, and ending February 10, 2020. 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. 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 2013-01-02-063, by a duly authorized representative, effective as of the Effective Date.

COMMUNITY ENTERPRISE INVESTMENTS, INC.

By: 

Name/Title: Percy L. Goodman, Jr. / Executive Director

Date: 10/18/2018

FEIN: 59-1586520

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 10-18-18

**FIRST AMENDMENT
TO CONTRACT NUMBER 2013-01-02-063**

THIS FIRSTAMENDMENT ("Amendment") to CONTRACT NUMBER 2013-01-02-063 is entered into and effective as of February 11, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and COMMUNITY ENTERPRISE INVESTMENTS, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-01-02-063, dated February 11, 2016, ("Contract") wherein Service Provider agreed to provide or perform Foreclosure Counseling services pursuant to RFQ 2013-01. 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 February 11, 2016, and ending February 10, 2018.
- C. Section 3 of the Contract provides that the Contract may be renewed for additional one-year terms as long as long as the program is in effect.
- 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.

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 as of February 11, 2018. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning February 11, 2018, and ending February 10, 2019. 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. The Contract is amended by deleting subsection 7(e) thereof in its entirety and substituting in its place the following:

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 Service Provider in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider 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)(b), Fla. Stat., the Service Provider will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Service Provider is acting on behalf of Florida Housing.

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 adding sub-item (f) to Section 12, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 2013-01-02-063, by a duly authorized representative, effective as of the Effective Date.

COMMUNITY ENTERPRISE INVESTMENTS, INC.

By: 

Name/Title: Percy L. Goodman, Jr / Acting Executive Director

Date: 2/1/2018

FEIN: 591586520

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh A. Brown / General Counsel

Date: 2-2-18

**CONTRACT FOR
HOUSING COUNSELING SERVICES FOR THE FORECLOSURE COUNSELING PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
COMMUNITY ENTERPRISE INVESTMENTS, INC.**

This Contract for Foreclosure Counseling Program (FCP) Counselor Services for the Foreclosure Counseling Program, Contract No.: 2013-01-02-063 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 COMMUNITY ENTERPRISE INVESTMENTS, INC. This Contract shall become effective upon the date the last party signs the Contract (Effective Date).

MUTUAL UNDERSTANDINGS

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems in order to become financially stable.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to U.S. HUD approved housing counseling agencies (HCAs) to carry out foreclosure counseling services and more extensive financial management education.

Florida Housing estimates that this new program will serve a minimum of 10,500 homeowners. The objective of this new program is to more fully support homeowners through their delinquency resolution negotiations.

Participating HCAs will develop an action plan for each client that is tailored to their needs and is revised as circumstances change, and will assist them with loan servicer and other contacts throughout the process. The goal is to provide families with the ability to follow a tailored plan throughout the modification or foreclosure process, even after counseling is completed. In addition to an action plan for their situation, many families also need financial education to ensure that these situations are less likely to occur in the future.

The services sought will be performed in accordance with the terms and conditions set forth in this RFQ, and/or any other term and condition in any Contract subsequently awarded.

NOW, THEREFORE, the parties agree as follows:

1. CLIENT MANAGEMENT SOFTWARE

HCAs must use a client management software acceptable to Florida Housing which is capable of providing the required data elements under the Contract.

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

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

The HCA shall use the applicable criteria set forth in the Foreclosure Counseling Program Procedure Manual (the "Procedure Manual") dated November 2013 and updated from time to time to determine the Applicant's eligibility for assistance. From time to time, updated procedures will be made available to the HCA. The HCA 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 Procedure Manual shall mean the Procedure 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 Procedure Manual, as amended or modified from time to time during the term hereof.

- A list of all employees who will provide services under this Contract (due upon execution of this Contract by the HCA).
- Resumes of all employees that will have responsibilities for the FCP (due within fourteen (14) days following execution of this Contract by the HCA).
- 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 that will have responsibilities for the FCP (due within seven (7) days of access).

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

3. 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 HCA at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed for additional one-year periods as long as the program is in effect.

4. 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.

5. COMPENSATION

The maximum compensation for a client in the FCP is \$900. No counseling activities will be paid from FCP that are funded by other sources.

Billing Types		
Billing Type	Amount	Description
Intake	\$150 (one time)	<ul style="list-style-type: none"> • Primary Residence • Proof of Ownership • FCP Program Eligibility Determination • Intake Application • Signed Authorization • Signed Disclosure • Signed Privacy • Develop Action Plan
Counseling Session	\$75 per session (4 max.)	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan • Update Documentation • Servicer/Lender Contact
Financial Management Education	\$75	<ul style="list-style-type: none"> • Training Certificate
Trial Modification Approved	\$75	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan
Permanent Modification Approved	\$75	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan
Alternative Housing Solution	\$75	<ul style="list-style-type: none"> • Budget Verification • Review & Revision of Action Plan • Discuss Options • Signed Disclosure of Options • Referral to Service Agencies
Alternative Housing Outcome	\$75	<ul style="list-style-type: none"> • Implement Housing Transition
File Close-Out	\$75	<ul style="list-style-type: none"> • +90 days no contact with Client

6. APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION

(a) Applicant Privacy: The HCA 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 HCA shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for assistance in accordance with the applicable eligibility guidelines under this Contract, as well as all compensation paid to the HCA 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 HCA in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be maintained by the HCA regardless of the format (hard copies, electronic documents) in a safe location.

(c) Retaining the Files: The HCA 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 8 (g)(iii) below. Additional time may also be required if other assistance programs are used with longer retention periods. It is the HCA's responsibility to determine the proper retention period and obtain written permission from Florida Housing prior to destruction. 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 HCA 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 HCA under this Contract during normal business hours, 9:00 a.m. to 5:00 p.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 HCA 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the HCA'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 HCA 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 HCA represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(f) Electronic Files and Records: The HCA 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 HCA 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 HCA 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 6 (d) of this Contract to conduct on-site inspections of the HCA's files and records under this Contract.

(g) Use of Applicant Information: The HCA 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 8 of this Contract. This terms and conditions in this subparagraph 6 (g) shall survive the termination of the Contract.

7. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the HCA, its agents, its servants, or employees, and the HCA 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 HCA or its agents, servants or employees. The HCA further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the HCA acknowledges that it is performing the services under this Contract as an independent contractor. The HCA 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 HCA specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.

(c) The HCA 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 HCA in conjunction with the services rendered pursuant to this Contract or in connection with the HCA's property. At no time shall the HCA 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 HCA 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 HCA.

(f) The HCA 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.

8. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph 8 (b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the HCA or assign any future transaction to the HCA 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 HCA as a participant after the happening of any event listed in subparagraph 8 (b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the HCA 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 HCA in this Contract, is inaccurate, false or misleading;

- ii. If any warranty or representation made by the HCA 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 HCA 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 HCA has failed to perform or complete any of the services identified in this Contract;
- v. If the HCA 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 HCA 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 HCA does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- viii. If the HCA commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;
- ix. If the HCA 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 HCA, 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 8 (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 10 of this Contract.

(d) Upon the happening of any Events of Default listed in subparagraph 8 (b), Florida Housing may provide the HCA a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the HCA 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 HCA 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 HCA 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 HCA to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the HCA 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.

9. TERMINATION; SURVIVAL OF OBLIGATIONS AND DUTIES OF HCA 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 authorized representative of the HCA receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the HCA identified in paragraph 10 of this Contract.

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the authorized representative of the HCA receives the Termination Notice if the HCA fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the authorized representative of the HCA receives the Termination Notice if the HCA fails to comply with the terms and conditions set forth in s. 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 authorized representative of the HCA 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 HCA shall ensure that all information kept pursuant to paragraph 6 of this Contract is transmitted to Florida Housing via the Counselor Direct or any other appropriate or necessary means specified by Florida Housing. The HCA 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 6 of this Contract.

(g) Upon termination of this Contract for any reason, the HCA 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 FCP Program in any and all media produced or maintained by the HCA;

ii. immediately cease to represent any association with the FCP Program for any purpose whatsoever in any and all media produced or maintained by the HCA; and

iii. notwithstanding the provisions of subparagraph 6 (c) of this Contract regarding the retention of records, the HCA, with written consent from Florida Housing, shall destroy or delete all physical and electronic records containing any Applicant data or PII per the methods set forth in subparagraph 6 (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 8 above.

10. 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
E-mail: Contracts.Manager@floridahousing.org

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

Robert Dearduff
Special Programs Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
E-mail: robert.dearduff@floridahousing.org
or the designated successor.

(c) The primary HCA contract administrator for this Contract is:

Percy L. Goodman, Jr
Acting Executive Director
Community Enterprise Investments, Inc.
302 N. Barcelona Street
Pensacola, Florida 32501
Phone: (850) 595-6234 x. 211
E-mail: pgoodman@ceii-cdc.org

(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).

11. 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 HCA 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 HCA 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 HCA is required to disclose or publish the existence or terms of this Contract pursuant to Florida's Public Records Law, then the HCA shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

12. 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 HCA 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 HCA. 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.

13. 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 HCA further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

14. COPYRIGHT, PATENT AND TRADEMARK

(a) If the HCA brings to the performance of this Contract a pre-existing copyright, patent or trademark, the HCA 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 HCA 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 HCA 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 HCA, 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.

15. LEGAL AUTHORIZATION

The HCA 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 HCA also certifies that the undersigned possesses the authority to legally execute and bind the HCA to the terms of this Contract.

16. 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.

17. CONFLICTS OF INTEREST

(a) The HCA 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 "FCP Employee" means any employee of the HCA, including the HCA, if an

individual. To that end, an FCP Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance made by an Applicant that is a Relative, Friend or Business Associate of the FCP Employee. "Relative," for purposes of this paragraph, with respect to the FCP Employee, means an individual who is related to the FCP 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 FCP Employee, means an individual, with whom the FCP Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the FCP Employee, means an individual, with whom the FCP Employee has a business or financial relationship. Should the HCA or the FCP 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(e) 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.

(e) The HCA 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 HCA 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 HCA 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 10 (e) of this Contract, within ten (10) working days. If the HCA 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.

18. TECHNICAL ASSISTANCE

A technical assistance provider (TAP) may be assigned to the HCA 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 HCA 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 HCA renders the services contemplated under this Contract.

19. FACILITIES

The facilities and premises used by the HCA 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.

20. OTHER LANGUAGES

The HCA must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the HCA 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.

21. ANTI-DISCRIMINATION

The HCA 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.

22. COMPLIANCE

The HCA agrees to comply with quality control, compliance and evaluation for activities performed pursuant to the Contract.

23. 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 HCA Services For The Foreclosure Counseling Program between Florida Housing and the HCA. Upon execution of this Contract, any such previous contract shall be deemed terminated by mutual agreement of the parties.

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

COMMUNITY ENTERPRISE INVESTMENTS, INC.

By: 

Name: Percy L. Goodman, Jr.

Title: Acting Executive Director

FEIN: 59-1586520

DATE: February 9, 2016

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name: Stephen P. Auger

Title: Executive Director

DATE: 2/11/16