

**FIRST AMENDMENT  
TO CONTRACT NUMBER 032-2015**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 032-2015 is entered into and effective as of February 3, 2019, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and NABORS, GIBLIN & NICKERSON, P.A. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 032-2015, dated February 3, 2016, ("Contract") wherein Service Provider agreed to provide or perform special counsel services pursuant to RFQ 2015-04. 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 three years, beginning February 3, 2016, and ending February 2, 2019.
- C. Section C. of the Contract provides that the Contract may be renewed for one, three-year term.
- D. Florida Housing and Service Provider wish to renew the Contract for the three-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 the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the three-year renewal term, beginning February 3, 2019, and ending February 2, 2022. 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 K.1. 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  
23 N. Bronough Street, Suite 5000**

**Tallahassee, Florida 32301-1329**  
**Phone: 850.488.4197**  
**E-mail: Corporation.Clerk@floridahousing.org**

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 FIRST AMENDMENT to Contract Number 032-2015, by a duly authorized representative, effective as of February 3, 2019.

NABORS, GIBLIN & NICKERSON, P.A.

By: 

Name/Title: Junious Brown Jr.

Date: 8/29/2018

FEIN: 59-2427540

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 9/5/18

**CONTRACT FOR SPECIAL COUNSEL SERVICES  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
NABORS, GIBLIN & NICKERSON, P.A.**

This Contract for Special Counsel Services, 032-2015 (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, FL 32301, and NABORS, GIBLIN & NICKERSON, P.A. (Special Counsel), located at 1500 Mahan Drive, Suite 200, Tallahassee, FL 32308. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Special Counsel represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Special Counsel Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2015-04 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Special Counsel upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Special Counsel under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

- Exhibit A, RFQ 2015-04 and Addendum #1
- Exhibit B, Special Counsel Expectations
- Exhibit C, Compensation
- Exhibit D, Travel Policy Excerpts

B. ENGAGEMENT OF THE SPECIAL COUNSEL

The Special Counsel agrees to provide Special Counsel Services in accordance with the terms and conditions hereinafter set forth. The Special Counsel agrees to perform the

services set forth in Exhibits A and B, and as otherwise stated in this Contract. The Special Counsel understands and agrees that all services under this Contract are to be performed solely by the Special Counsel, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

#### C. TERM OF CONTRACT

The initial term of this Contract shall be for three years from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

#### D. MODIFICATION OF CONTRACT

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 and signed by the parties.

#### E. INVOICES

Within 30 days of service provision, each statement for fees and costs shall be submitted to the applicable Program Director or to the General Counsel (for litigation matters). Also, invoices for post-closing work such as easement review or amendments to documents may be submitted directly to the Borrower for payment with a copy to the Florida Housing Program Director in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference;
- b. Invoice number and date;
- c. Special Counsel taxpayer identification number;
- d. Special Counsel and Florida Housing contract administrators' names;
- e. Inclusive dates of the month covered by the invoice;
- f. Itemization of the date(s) of service; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable Florida Housing to evaluate the services rendered and costs; the person(s) and their staff level who performed the services for each day during which Special Counsel performed work; their hourly rate (if hourly), and any billing rate that is for some reason different from the one furnished in this Exhibit, e.g., travel at a reduced hourly rate. The foregoing shall apply only in matters, which are billed on an hourly basis under the Contract. For all matters, which are subject to the

fixed fee arrangements in the Contract, a short description of the services rendered, the matter name, and the fixed fee amount shall be provided;

g. A listing of all invoiced costs to be accompanied by copies of actual receipts;

h. The total of only the current invoice. Prior balances or payment history should be shown separately, if at all;

i. A certification statement, signed by the Special Counsel's contract manager that reads, "I certify that all costs and fees claimed for payment are accurate, and were performed in furtherance of the Contract between NABORS GIBLIN, & NICKERSON, P.A. and Florida Housing"; and,

j. Any other information as may be requested by Florida Housing's contract administrator or authorized agent.

The Special Counsel shall submit invoices to the appropriate program contact person in Section J, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Special Counsel is found to be in non-compliance with Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

#### F. FEES/COSTS

The Special Counsel shall be compensated as described in Exhibit C, Compensation.

#### G. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Special Counsel, its agents, its servants, or employees, and the Special Counsel specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Special Counsel, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Special Counsel shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Special Counsel remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Special Counsel shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Special Counsel shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Special Counsel specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Special Counsel, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Special Counsel make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Special Counsel 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 Special Counsel.

#### H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Special Counsel or assign any future transaction to the Special Counsel 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 Special Counsel as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Special Counsel in the transaction or any future transaction.



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

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

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

4. If Florida Housing provides a Cure Period and if the Special Counsel is unable or unwilling to cure the Event of Default within the Cure Period, Florida

Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Special Counsel receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Special Counsel 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 Special Counsel to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Special Counsel to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

#### I. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the Special Counsel at the address set forth in Section J, Administration of Contract, herein.

2. The Special Counsel may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. The Special Counsel shall be responsible for all costs arising from the resignation of the Special Counsel and the costs associated with the appointment of and transition to a successor Special Counsel.

#### J. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract manager for this Contract is:

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329

Phone: 850.488.4197  
Fax: 850.414.6548  
E-mail: Contracts.Manager@floridahousing.org

2. The Florida Housing contact for administrative or financial issues is:

Barbara Goltz  
Chief Financial Officer  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Barbara.Goltz@floridahousing.org  
**or the designated successor.**

3. The Florida Housing contact for legal issues is:

Hugh R. Brown  
General Counsel  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Hugh.Brown@floridahousing.org  
**or the designated successor.**

4. The Special Counsel's contract manager for this Contract is:

Junious D. Brown III  
Shareholder  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
Office: 850.224.4070  
Cell: 850.212.8837  
E-mail: jbrown@ngnlaw.com  
**or the designated successor.**

5. All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.

6. All notices shall be given to the parties' contract manager.

K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

1. Public Records

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 Special Counsel 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 Special Counsel 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 Special Counsel 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."

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

2. Confidentiality

- a. If the Special Counsel asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Special Counsel's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Special Counsel 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.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed 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.

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

### 3. Copyright, Patent and Trademark

a. If the Special Counsel brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Special Counsel 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 direct result of work or services performed under this Contract, the Special Counsel 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 Special Counsel shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the Special Counsel, 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.

4. Files

a. Contents of the Files: The Special Counsel shall maintain files containing documentation to verify all compensation to the Special Counsel in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Special Counsel in connection with this Contract. The Special Counsel shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Special Counsel shall maintain these files for five (5) years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five (5) year period and extends beyond the expiration of the five (5) year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Special Counsel and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Special Counsel under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the Special Counsel.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Special Counsel or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Special Counsel shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Special Counsel shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. The Special Counsel agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

3. The Special Counsel agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

4. The Special Counsel agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Special Counsel agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Special Counsel agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

6. In the event of a breach of PII or other sensitive data, the Special Counsel must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Special Counsel must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Special Counsel's corrective action plan; and the timelines associated with the corrective action plan.

#### M. OTHER PROVISIONS

1. 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.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Special Counsel 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 Special Counsel. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. 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.

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

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

#### N. 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 Special Counsel further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

#### O. LEGAL AUTHORIZATION

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

#### P. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

Any contract in violation of this provision shall be null and void.

#### Q. CONFLICTS OF INTEREST

1. 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.

2. Section 420.503(32), 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.

3. By executing this contract, the Special Counsel certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

4. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Special Counsel 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 Special Counsel will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Special Counsel 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 and all obligations on the part of Florida Housing to continue doing business with the Special Counsel or assign any future transaction to the Special Counsel shall, if Florida Housing so elects, terminate.

#### R. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the

parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

S. SEVERABILITY

If any provision of this Contract 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 or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 032-2015, each through a duly authorized representative, effective on the Effective Date.

NABORS GIBLIN & NICKERSON, P.A.

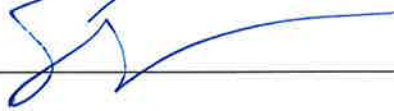
By: 

Name/Title: Junious D. Brown III,  
Shareholder

Date: 2/3/2016

FEIN: 59-2427540

FLORIDA HOUSING FINANCE CORPORATION

By: 

Stephen P. Auger, Executive Director

Date: 2/3/16

**EXHIBIT A**

**REQUEST FOR QUALIFICATIONS (RFQ) 2015-04**

**SPECIAL COUNSEL SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**August 7, 2015**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified attorneys to provide legal services in accordance with the terms and conditions set forth in this Request for Qualifications (RFQ), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFQ.

Florida Housing expects to:

- A. Select two attorneys to act as Special Counsel for single family financings.
- B. Select two or more attorneys to act as Special Counsel for multifamily financings.
- C. Select one attorney to act as primary Special Counsel for Florida Housing’s Guarantee Fund and one attorney to act as alternate Special Counsel for the Guarantee Fund in the event the primary Special Counsel is unable to fulfill its role.

## **SECTION TWO DEFINITIONS**

For purposes of this document, the following terms will be defined as follows:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Days”	Calendar days, unless otherwise specified.
“Demonstration Loan”	Florida Housing loan(s) issued through a competitive solicitation process designed to address a specific housing need for a targeted group pursuant to Sections 420.507(41) and 420.5089(4), Fla. Stat.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFQ.
“EHCL”	The Elderly Housing Community Loan program that Florida Housing administers pursuant to Sections 420.507 and 420.5087(3)(c)2, Fla. Stat. and Fla. Admin. Code R. 67-32.

“Exchange”	The Tax Credit Exchange Program authorized under Section 1602 of the American Recovery and Reinvestment Act of 2009.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Guarantee Fund”	The Affordable Housing Guarantee Fund created and established with proceeds of revenue bonds issued by Florida Housing pursuant to Section 420.5092, Fla. Stat.
“HOME”	The HOME Investment Partnerships Program which includes, but is not limited to, the HOME Home Ownership Program and the HOME Multifamily Rental Program, pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92 that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. 67-47 and 67-48.
“HUD”	The United States Department of Housing and Urban Development.
“HUD Risk Sharing”	Housing Finance Agency Risk-Sharing Program for Insured Affordable Multifamily Project Loans, pursuant to 24 CFR Part 266.
“NIBP”	The New Issuance Bond Program created under the Housing and Economic Recovery Act of 2008.
“PLP”	The Predevelopment Loan Program that Florida Housing administers pursuant to Sections 420.507 and 420.526, Fla. Stat. and Fla. Admin. Code R. 67-38.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ, and submits a response to this RFQ.
“Response”	The written submission by a Respondent to this RFQ.
“SAIL Program”	The State Apartment Incentive Loan Program created pursuant to Sections 420.507(22) and 420.5087, F.S.

“Special Counsel”	Any attorney that Florida Housing enters into a contract with to provide legal services to Florida Housing as a result of this RFQ.
“TCAP”	The Tax Credit Assistance Program authorized in the American Recovery and Reinvestment Act of 2009.
“Website”	The Florida Housing Finance Corporation website, the URL of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

**SECTION THREE  
PROCEDURES AND PROVISIONS**

A. The Respondent must submit an original and five copies of the Response in a sealed envelope marked “RFQ 2015-04.” Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing will not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on September 9, 2015. Responses will be opened at that that time.

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197  
Email: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)

B. This RFQ does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the contract awarded are to be performed solely by the Special Counsel, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;

5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and

6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this RFQ in writing via mail or e-mail to the Contracts Manager at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on August 25, 2015. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on September 1, 2015. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForQualifications/>.

Only written responses or statements from the Contracts Manager that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contracts Manager. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFQ must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

H. The term of the contract will be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional three-year period.

I. Florida Housing's award of a contract to a Respondent does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Respondent for any service contemplated by the contract. Florida Housing is not required to use the services of any selected Special Counsel or to assign any work to such provider, and may terminate the contract with any selected Special Counsel without cause and without penalty.

J. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website and will be provided to potential Respondents who requested copies of the RFQ. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.



K. The terms of this RFQ, and any modifications thereto, will be incorporated into any contract offered as a result of this RFQ. Failure of a successful Respondent to accept these obligations in the final contract may result in cancellation of the award at Florida Housing's sole discretion.

#### **SECTION FOUR COMPETENCIES AND SCOPE OF SERVICES**

A. Areas of Competence/Substantive Practice/Performance Areas include:

1. Florida Administrative Procedure Act;
2. Florida Public Records Act;
3. Florida Ethics Code for Public Officials;
4. Florida Government in the Sunshine Provisions;
5. Florida Procurement Law;
6. Florida Appropriations Law;
7. Federal/Florida Constitutional Law (separation of powers clause, due process clause, equal protection clause, state bonding clause);
8. Laws and Rules governing appearances before the Cabinet and the Florida Legislature;
9. Representation of the Corporation, Board of Directors of Florida Housing and Florida Housing staff at depositions, proceedings before Federal and State courts, and administrative proceedings;
10. Advise the Board of Directors of Florida Housing when the General Counsel represents Florida Housing;
11. State and Federal Labor Law for public and private sectors;
12. Appellate Law;
13. Loan closings;
14. Special Assets Loan closings, including but not limited to:
  - a. Modifications;
  - b. Assumptions;
  - c. Releases and terminations;
  - d. Real Estate document preparation and closings; workouts; and
  - e. Housing Credit qualified contracts.
15. Multifamily or commercial cases involving:
  - a. Receivership actions;

- b. Foreclosures;
  - c. Lender liability claims; and
  - d. Relief from bankruptcy stays in Chapter 11 cases;
16. HUD Risk Sharing; and
17. State and Federal laws and regulations regarding affordable housing and related issues.

B. Required Skills and Experience include:

- 1. Issuance of multifamily and single family mortgage revenue bonds;
- 2. State and Federal civil litigation experience;
- 3. Informal and formal administrative hearings, rulemaking and rule challenges;
- 4. Legislative drafting and appearances before the Florida Legislature;
- 5. Drafting appellate briefs;
- 6. Handling oral arguments before state and federal courts; and,
- 7. Real Estate document preparation; closings; workouts; and housing credit qualified contracts.

C. Special counsel will also perform the following services, as requested:

- 1. Act as Disclosure counsel;
- 2. Act as Bond Issuer's counsel;
- 3. Act as Real Estate Counsel;
- 4. Advise the Board of Directors of Florida Housing when the General Counsel's office represents Florida Housing staff;
- 5. Render legal opinions as appropriate;
- 6. Draft and/or review the preparation of all program documents used in connection with the single family, multifamily and Guarantee Fund financings;
- 7. Provide assistance and advice with respect to bonds already outstanding; and,
- 8. Provide assistance and advice with respect to bonds which the Respondent has provided legal opinions as long as the bonds and/or loans are outstanding.

D. Special Counsel selected will be expected to attend meetings of Florida Housing's Board and its subcommittees when requested. Without prior agreement, Special Counsel will not delegate key legal functions (such as court appearances) to another member of the firm.

## SECTION FIVE CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection I, of this RFQ, each Respondent certifies that:

A. The Respondent submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response will be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contact under this RFQ, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., "Prohibited Business Solicitation Communications" is defined by Section 420.503(32), Fla. Stat.

D. The Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

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

F. Pursuant to Section 119.0701(2), Fla. Stat., the Special Counsel, if awarded a contract under this RFQ, will be required "to comply with public records laws, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. 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.
- 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.
- d. 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."

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

G. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this RFQ, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

H. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent must provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing's Executive Director. If the Respondent is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the contract will be subject to forfeiture to Florida Housing.

I. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFQ, as well as any modifications thereto, will be incorporated into any contract offered as a result of this RFQ.

J. CERTIFICATION STATEMENT:

**THE FOLLOWING MUST BE REPEATED IN THE RESPONDENT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A MANDATORY ITEM AND FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

"I agree to abide by all conditions of RFQ 2015-04 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ."

---

Authorized Signature (Original)

---

Print Name and Title

**SECTION SIX**  
**INFORMATION TO BE PROVIDED IN RESPONSE**

In providing the following information, restate each item and sub-item (with its letter and number), limit your Response to one bound volume up to 30 pages. Responses to the items must be included immediately after the restated items without any reference to any appendix.

**NOTE:** Joint Responses are prohibited. A Response that includes an attorney and also discusses other attorneys in the same firm will not be considered to be a joint Response.

**A. COVER LETTER**

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information:

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached. The primary contact person so identified will be responsible for making the Respondent's oral presentations to staff and/or the Board, if requested.
2. Please indicate in your response the role the Respondent wishes to be considered in regard to Single Family bonds, Multifamily financings, Guarantee Fund or all three.

**B. GENERAL INFORMATION**

Each Respondent must provide the following:

1. Proof Respondent holds an active license in good standing from the Florida Bar. Documentation is required prior to contract signing and annually thereafter.
2. A list of the courts in which the Respondent is admitted to practice.
3. Provide a copy of the current professional liability/malpractice insurance policy or provide:
  - a. Name of carrier and policy number;
  - b. Effective date of insurance;
  - c. Policy exclusions, if any;
  - d. Current coverage amounts;
  - e. Attorneys covered;
  - f. Type of coverage;
  - g. Notices filed or sent to insurance carrier;
  - h. Claims filed or sent to insurance carrier; and
  - i. Claims paid.

The selected Respondent's firm must provide documentation of professional liability/malpractice insurance in effect prior to signing the contract and annually thereafter.

4. Describe the Respondent's ability to be accessible to Corporation staff and available for meetings, conferences, and consultations.

### C. LEGAL ISSUES

1. Discuss the Respondent's experience and the extent of the Respondent's responsibility within the last five years with the following areas of practice:

- a. Rulemaking under Florida's Administrative Procedure Act;
- b. Administrative hearings, including:
  - i. Bid protests;
  - ii. Rule challenges;
  - iii. Informal hearings; and
  - iv. Formal hearings;
- c. Civil litigation;
- d. Legislative issues, including drafting of proposed legislation at both the State and Federal level;
- e. Florida's Public Records, Government in the Sunshine, and Ethics laws;
- f. Government procurement or bidding practices;
- g. Real estate loan closings and title insurance issues;
- h. Federal laws and regulations regarding affordable housing, including, but not limited to, Section 8, HOME, HOPE VI, low-income housing tax credits, TCAP and Exchange and tax-exempt bonds for affordable housing;
  - i. Contract and loan document drafting;
  - j. Disclosures related to the issuance of housing bonds;
  - k. Appellate work in the past five years. Cite the legal case references. Please also specify:
    - i. Number of briefs written; and
    - ii. Number of oral arguments conducted;
- l. Foreclosures;
- m. Receiverships;

- n. Lender liability claims;
  - o. Bankruptcy; and,
  - p. HUD Risk-sharing and Non-risk sharing defaults.
2. Describe the Respondent's experience with Florida Housing's Guarantee Fund.
  3. Describe the Respondent's experience as disclosure counsel on Single Family Mortgage Revenue Bond Issuances. Discuss the process for insuring accuracy within the offering documents and the process for handling any inaccuracies prior to and after bond issuance.
  4. Describe the quality assurance process employed by the Respondent to produce an accurate work product for the Corporation.
  5. Provide a list of all personnel and their resumes that are proposed to work on Florida Housing matters and describe their availability to handle Florida Housing business on a priority basis. Additionally, provide a summary of the background, qualifications, and experience of the professionals in the Respondent's firm that are currently involved in municipal bond matters, and if the Respondent's firm is awarded a contract such personnel who would be assigned to Florida Housing matters.
  6. Provide detailed information on any and all litigation against or by the Respondent, attorneys within the Respondent's law firm or the law firm with whom the Respondent is currently employed, which is currently pending, or in which judgment has been entered, or which has been settled within the past five years.
  7. Provide a list of the Respondent's clients that may present conflicts for the Respondent's representation of Florida Housing (such as trustees, banks, investment bankers, credit underwriters, or developers). If applicable, address the Respondent's plan to resolve these conflicts.
  8. Provide a list of clients that Respondent has withdrawn from representing in the last five years.
  9. Provide a list of the Respondent's clients that noted a "material" misstatement in the Official Statement per the Municipalities Continuing Disclosure Cooperation Initiative. For each misstatement, provide an explanation of the situation and the Respondent's role.

#### D. EXPERIENCE AND RESOURCES

1. Provide a minimum of five references for which the Respondent has provided services similar to those requested in Section Four of this RFQ. Include the company name, street address, contact name, and phone numbers for these references.

E. FEES

Where indicated in the tables below, the Respondent shall propose fees for the following types of counsel:

<b>TABLE A SINGLE FAMILY BONDS</b>	
Fee for Disclosure/Special Counsel	\$

<b>TABLE B MULTIFAMILY BONDS<sup>1</sup></b>		
Size of Bond Issue	Fee for Disclosure Counsel	Fee for Special/ Real Estate Counsel
Up to \$15,000,000	\$	\$
\$15,000,0001-\$25,000,000	\$	\$
\$25,000,001 and above	\$	\$

<b>TABLE C BONDS WITH GUARANTEE</b>	
Bonds with Guarantee	\$

Florida Housing reserves the right to negotiate a cap for the different types of bond issues.

In the event a multifamily bond issue involves multiple properties in scattered locations, the fee payable to Special Counsel and disclosure counsel shall be determined after discussion and negotiation between Florida Housing, Special Counsel and disclosure counsel.

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<sup>1</sup> Fees for notes will be discounted at a rate to be determined during contract negotiations.



**TABLE D  
NON-BOND TRANSACTIONS**

<b>Florida Housing Program</b>	<b>Fee per Transaction</b>
SAIL Program	\$
ELI	\$
Supplemental Loan Program (Pursuant to Fla. Admin. Code R. 67-48.005)	\$
9% HC only with Supplemental Loan Program	\$
HOME program (multi/single family)	\$
PLP (non-acquisition and acquisition)	\$
Demonstration Loans	\$
EHCL	\$
RRLP	\$
RRLP Supplemental Loan	\$
FHRP	\$
SHADP	\$
Exchange Loan	\$
TCAP Loan	\$
Other Supplemental Financing	\$
Special Assets	\$
Florida Housing Bond with Guarantee	\$
Local Bonds with Guarantee	\$
Easement Approval	\$
Land Use Restriction Agreement Amendments	\$
Subordination Requests	\$
Hourly Fee – Senior Partners and Principals	\$
Hourly Fee – Other Partners and Principals	\$
Hourly Fee – Senior Associates	\$

NOTE: Florida Housing reserves the right to negotiate fees for one-time use or for new types of Special Counsel services as they arise.

Please note that no travel expenses will be paid for Board meeting attendance. Other travel expenses will be paid in accordance with Florida Housing's travel policy which incorporates the maximums established in Section 112.061, Fla. Stat.

2. Address the method of addressing daily inquiries and information on former bond transactions for which the Respondent was not the original Special Counsel. Note that if selected as Special Counsel on a bond issue, inquiries will be done at no cost to Florida Housing, to include IRS audit assistance. As of December 31, 2014 there are 128 developments financed by Florida Housing with bond transactions.

***FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.***

**F. DRUG-FREE WORKPLACE**

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of RFQ 2015-04, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**G. MINORITY BUSINESS ENTERPRISE**

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of RFQ 2015-04, that the Respondent is a "minority business enterprise" as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**H. CERTIFICATION STATEMENT (Mandatory Item)**

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFQ BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

**SECTION SEVEN  
EVALUATION PROCESS**

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFQ and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

**Multifamily Financing**

<u>Item Reference</u>	<u>Maximum Points</u>
B.4	General Information.....5
C.1.a.	Legal Issues.....10
C.1.b.	Legal Issues.....10
C.1.c.	Legal Issues.....10
C.1.d.	Legal Issues.....10
C.1.e.	Legal Issues.....10
C.1.f.	Legal Issues.....10
C.1.g.	Legal Issues.....20
C.1.h.	Legal Issues.....20
C.1.i.	Legal Issues.....20
C.1.j.	Legal Issues.....25
C.1.k.	Legal Issues.....10
C.1.l.	Legal Issues.....10
C.1.m.	Legal Issues.....10
C.1.n.	Legal Issues.....10
C.1.o.	Legal Issues.....10
C.1.p.	Legal Issues.....10
C.4.	Legal Issues.....10
E.	Fees .....25
Total Points Available.....245	

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**Single Family Bonds**

<u>Item Reference</u>	<u>Maximum Points</u>
B.4	General Information.....5
C.1.a.	Legal Issues.....10
C.1.d.	Legal Issues.....10
C.1.e.	Legal Issues.....10
C.1.i.	Legal Issues.....20
C.1.j.	Legal Issues.....40
C.3.	Legal Issues.....100
C.4.	Legal Issues.....20
C.9	Legal Issues.....20
E.	Fees .....50
Total Points Available.....285	

**Guarantee Fund**

<u>Item Reference</u>	<u>Maximum Points</u>
C.1.a.	Legal Issues.....5
C.1.d.	Legal Issues.....5
C.1.e.	Legal Issues.....5
C.1.j.	Legal Issues.....5
C.1.l.	Legal Issues.....5
C.1.m.	Legal Issues.....5
C.1.o.	Legal Issues.....5
C.1.p.	Legal Issues.....5
C.2.	Legal Issues.....15
C.4.	Legal Issues.....5
E.	Fees .....15
Total Points Available.....75	

Based on each individual committee member’s scores, Florida Housing shall compute a ranking for each Response, with the highest rank being “1.”

In the event of a tie, Florida Housing will give preference in the award process to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

The Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee’s recommendation will be based on the scoring/ranking and information gathered from the non-scored items. The Board may use the Responses, the Committee’s

scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract.

## **SECTION EIGHT AWARD PROCESS**

Florida Housing will provide notice of its decision, or intended decision, for this RFQ on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

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**ADDENDUM #1**

**REQUEST FOR QUALIFICATIONS (RFQ) 2015-04**

**SPECIAL COUNSEL SERVICES**

**FOR**

**FLORIDA HOUSING FINANCE CORPORATION**

**August 19, 2015**

**Item #1**

Section Six, Information to Be Included in Response, Item C.9., is deleted in its entirety.

**Item #2**

The scores for single family bonds within Section Seven, Evaluation Process, are hereby amended to remove the reference to Section Six, Item C.9. Single family bonds shall now be scored as follows:

**Single Family Bonds**

<u>Item Reference</u>	<u>Maximum Points</u>
B.4 General Information.....	5
C.1.a. Legal Issues.....	10
C.1.d. Legal Issues.....	10
C.1.e. Legal Issues.....	10
C.1.i. Legal Issues.....	20
C.1.j. Legal Issues.....	40
C.3. Legal Issues.....	100
C.4. Legal Issues.....	20
E. Fees .....	50
Total Points Available.....	265

**All other terms and conditions of RFQ 2015-04 remain the same.**

**To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

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**EXHIBIT B**  
**SPECIAL COUNSEL EXPECTATIONS**

A. Florida Housing hereby retains Special Counsel to act as Florida Housing's disclosure counsel and real estate counsel, as appropriate for the transaction, in all bond-related activities and transactions involving Florida Housing's Guarantee Program, including the sale of capitalizing bonds, with the exception of those services separately provided by Florida Housing's bond counsel. From time-to-time Special Counsel shall provide general legal representation and, in that regard, Special Counsel agrees to provide Florida Housing with such legal assistance and counseling as may be requested by Florida Housing and which Special Counsel has the ability to provide.

B. Special Counsel is expected to employ or associate such persons as may be required to assist Special Counsel in providing appropriate legal services. Special Counsel, and members and staff of Special Counsel's firm, shall be expected to attend seminars and other educational activities beneficial to Florida Housing, and to maintain library resources necessary for the proper representation of Florida Housing at the sole expense of Special Counsel.

C. Special Counsel shall keep Florida Housing advised of any and all changes or proposed changes in applicable state or federal laws, including regulations and tax matters that could affect Florida Housing's operations related to bond activities.

D. Special Counsel shall represent Florida Housing at any real estate closing to which it is assigned in which Florida Housing is a party to the transaction.

E. Special Counsel shall obtain documentation for county bond allocations if required in any bond transaction.

F. Special Counsel shall, upon Florida Housing's request, or when otherwise required, represent Florida Housing in hearings related to the Tax Equity and Fiscal Responsibility Act (TEFRA) for bond transactions.

G. Special Counsel shall also represent Florida Housing, at Florida Housing's request, in connection with the Housing Credit Program, State Apartment Incentive Loan Program (SAIL), Guarantee Program, HOME Investment Partnership Program, Predevelopment Loan Program (PLP), Elderly Housing Community Loan Program (EHCL), and Homeownership Assistance Program (HAP), loan transactions, and such other matters as Florida Housing shall request. Special Counsel shall give priority to Florida Housing in providing services to its clients (to the extent permissible under the Florida Bar Rules).

H. The legal services provided by Special Counsel, acting in the capacity of real estate counsel for pending bond transactions shall include the following:



1. Review of all documents to which Florida Housing is a party in connection with the transactions;

2. Participation in the drafting of loan and mortgage documents and structuring of the transaction including review of credit enhancement or private placement security documents;

3. Delivery of any legal opinions ordinarily requested of issuer's counsel in similar transactions, other than opinions with respect to the offering document;

4. Assistance and advice in connection with any validation proceedings (to the extent not undertaken by Bond Counsel);

5. Attendance at, and participation in, all meetings and teleconferences in connection with the transaction, including the closing, if required; and;

6. Preparation and participation in all other aspects typical of issuer's counsel in similar transactions.

I. Legal services provided by Special Counsel acting in the capacity of disclosure counsel for pending bond transactions shall include the following:

1. Drafting the offering documents in connection with the issuance of the bonds;

2. Attendance at, and participation in, all meetings and teleconferences necessary to complete the offering documents and conduct the necessary due diligence in connection therewith;

3. Assistance and advice in connection with matters relating to the offering of the bonds; and,

4. Delivery of the ordinary and customary SEC 10(b)-5 disclosure opinion of issuer's counsel with respect to the offering documents with a reliance letter to the bond underwriter.

J. Real estate representation for loan closings, shall include the following legal services:

1. The provision of owner's and mortgagee's title policies, where requested. Special Counsel shall issue title insurance on all multifamily projects when requested by the borrower. In the event the borrower desires not to have such title insurance issued by Special Counsel, Special Counsel shall review the title insurance commitment, all endorsements and the final policy produced by the borrower on all multifamily projects;

2. Drafting of loan documents and the review of all real estate matters in connection with a loan transaction, including comments on real estate portions of any documents to be entered into by Florida Housing;

3. Attendance at, and participation in, all meetings and teleconferences necessary to complete the foregoing, including the closing, if necessary; and,

4. Reconciliation of all permitting and environmental problems.

K. Post-closing representation shall include all inquiries, research, and opinions relating to the interpretation of bond or real estate documents in a closed transaction, and the remarketing or restructuring of real estate transactions in a closed bond transaction.

L. Special Counsel shall prepare and deliver transcripts of all documents executed in conjunction with a real estate transaction, including recorded documents, within ninety (90) days of closing, unless given a deadline extension by Florida Housing.

M. Special Counsel shall prepare and deliver all documents executed in conjunction with a bond real estate transaction, including recorded documents, to bond counsel to be included within the bound transcripts within ninety (90) days of bond closing, unless given a deadline extension by Florida Housing.

N. Litigation services shall be provided by Special Counsel and shall include court action or administrative proceedings in defense of Florida Housing, or instituted at the direction of Florida Housing. Special Counsel shall also advise Florida Housing regarding potential liability or risk of loss to Florida Housing in connection with court actions, administrative proceedings, or proceedings with other tribunals against developers receiving bond or housing credit allocations from Florida Housing or local housing authorities.

O. Other Services to be provided by Special Counsel may include, but are not limited to, the following:

1. Legislative matters;
2. Administrative procedure and rulemaking matters;
3. Employment and personnel matters;
4. Ethics and public disclosure matters;
5. Florida Housing policy and its relationship with the Florida Department of Community Affairs;
6. Preparation and review of Florida Housing contracts, loan documents and other agreements;
7. Representation with regard to banking and credit issues;
8. Representation with regard to environmental issues;
9. Representation with regard to land use issues; and,
10. Such other matters of consultation as Florida Housing may designate.

**EXHIBIT C  
COMPENSATION**

**A. FEES**

The Special Counsel shall be compensated as follows.

1. Single Family Bonds

In connection with the issuance of Florida Housing’s Single Family bonds, Florida Housing shall pay Special Counsel, acting as both special counsel and disclosure counsel, \$40,000 for bond issues.

<b>TABLE 1 SINGLE FAMILY BONDS</b>	
Fee for Disclosure/Special Counsel	\$40,000

2. Multifamily Bonds

In connection with the issuance of Florida Housing’s Multifamily Bonds, Special Counsel, whether serving as Special Counsel or as disclosure counsel, in bond transactions (other than remarketing issues), shall be paid the following fees:

<b>TABLE 2 MULTIFAMILY BONDS</b>		
Size of Bond Issue	Fee for Disclosure Counsel	Fee for Special/ Real Estate Counsel
Up to \$15,000,000	\$20,000	\$30,000
\$15,000,001-\$25,000,000	\$20,000 plus \$.875/\$1,000 of bond amount over \$15,000,000	\$30,000 plus \$.875/\$1,000 of bond amount over \$15,000,000
\$25,000,001 and above	\$28,750 plus \$.65025/\$1,000 of bond amount over \$25,000,000	\$38,750 plus \$.65025/\$1,000 of bond amount over \$25,000,000

a. Florida Housing may withhold \$2,500 of Special Counsel’s fee at closing when providing real estate representation. Florida Housing shall release the withheld fees when it has received the transcripts including recorded documents from Special Counsel.

b. In the event of a simultaneous bond issuance of more than a single series of bonds pertaining to the same borrower and utilizing identical or substantially identical financing

structures and documentation, Florida Housing shall pay Special Counsel in its capacity as disclosure counsel for Florida Housing a fee determined on an aggregate basis for the total amount of the simultaneous bond issuance and not computed on each individual bond issuance. Florida Housing shall also pay Special Counsel in its capacity as disclosure counsel for Florida Housing an additional increment for each separately documented series or issue simultaneously delivered in an amount determined by Florida Housing, after discussions and negotiations between Florida Housing and Special Counsel, based on an assessment of the amount of work required by Special Counsel in the commitment relating to such issuance.

c. In the event a bond transaction is commenced but not closed, the payment of any fee to Special Counsel for legal services, as Florida Housing’s real estate counsel, general corporation representative and as disclosure counsel, shall be subject to the availability of funds from any forfeited deposit in conformity with Florida Housing policy.

d. For re-marketings, Special Counsel fees in pending bond transactions, shall be negotiated based on the complexity of the transaction.

e. For workouts and bond restructurings not including a bond issuance, the fees to be charged to and paid by the borrower/developer (or by Florida Housing in cases where there is no separate borrower/developer) for the services performed by Special Counsel on behalf of Florida housing, including all post-closing representation, shall be negotiated on a case-by-case basis.

3. Non-Bond Transactions

<b>TABLE 3 NON-BOND TRANSACTIONS</b>	
<b>Florida Housing Program</b>	<b>Fee per Transaction</b>
SAIL Program	\$12,500
ELI	\$6,500
Supplemental Loan Program (Pursuant to Fla. Admin. Code R. 67-48.005)	\$5,000
9% HC only with Supplemental Loan Program	\$12,500
HOME program (multi/single family)	\$7,500
PLP (non-acquisition)	\$2,500
PLP (acquisition)	\$5,000
Demonstration Loans	\$5,000
EHCL	\$5,000

Easement Approval	\$350*
Land Use Restriction Agreement Amendments	\$500*
Subordination Requests	\$500*
Hourly Fee – Senior Partners and Principals	\$275
Hourly Fee – Other Partners and Principals	\$195
Hourly Fee – Senior Associates	\$165
Special Assets	Hourly Rate
Other Supplemental Financing**	TBD

\* These are minimum fees and shall be increased, depending on the complexity of the transaction. Fees, other than minimum fees, will be determined by Florida Housing after discussion and negotiation between Florida Housing and Special Counsel based on an assessment of the amount of work required of Special Counsel for the transaction.

\*\* Florida Housing reserves the right to negotiate fees for new programs, one-time use or for new types of Special Counsel services as they arise.

## B. COMPENSATION

1. The fees set forth in this Exhibit shall be subject to increase by mutual written agreement of the parties hereto in the event Special Counsel shall draft initial loan documents for any program (including programs not created as of the date of this Contract, programs created but for which documents have not yet been drafted and existing programs amended as a result of statutory or regulatory changes). Such increased fees may be paid by Florida Housing, the Borrower or any combination thereof, in Florida Housing's sole discretion.

2. Following the commencement of each transaction in which Special Counsel performs services pursuant to this Contract, in the event any such transaction is (a) granted an extension to close or is otherwise delayed beyond the originally scheduled closing date; (b) restructured from the original structure approved by the Board, or (c) re-underwritten or its underwriting is materially changed prior to closing, and as a result, Special Counsel is required to (i) redraft or substantially revise documentation previously drafted; (ii) draft new documentation; (iii) re-review due diligence previously reviewed and/or review new due diligence, or (iv) perform additional services, in connection with any such transaction, Special Counsel shall be entitled to an increase of the applicable fees set forth in this Exhibit D, in an amount not to exceed seventy five percent (75%) of the applicable fees on any such transaction, as jointly determined by Special Counsel and Florida Housing and approved in writing by the applicable Program Director.

3. For bond or loan transactions that involve GSES or federal lenders, Special Counsel acting as real estate counsel shall be entitled to an increase in the applicable fees set forth in this Exhibit, in an amount not to exceed fifty percent (50%) of the applicable fees on any such transaction, as jointly determined by Special Counsel and Florida Housing and approved in writing by the applicable Program Director.

4. Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials, local courier, word processing, clerical, or secretarial services are overhead and shall not be separately compensated by Florida Housing. However, such expenses, including long distance phone calls, copy costs, transcript costs, mailings, and other "routine expenses" shall be reimbursed by Borrowers in connection with multifamily loan closings. Such charges shall be supported by usage logs, invoices or similar documentation.

5. Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third-party copying, blueprints, photographs, and computer-assisted legal research services must be justified to Florida Housing and may be reimbursed by Florida Housing based on documented third-party vendor charges. In-house bulk mailings, photocopying, and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges shall not be reimbursable.

6. Special Counsel shall only bill Florida Housing for a proportionate share of the cost of legal research, attending hearings, or engaging in client representation of any type, if such work is applicable to other clients.

#### C. OTHER AVAILABLE SERVICES

Upon receiving approval from Florida Housing, Special Counsel shall use existing Florida Housing contracts when available and cost effective to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

#### D. SPECIAL CONDITIONS

1. Special Counsel shall make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff required by task, and all other actions to improve efficiency.

2. Multiple staffing at meetings, hearings, depositions, trials, etc., by Special Counsel shall not be compensated without prior written approval from Florida Housing.

3. Special Counsel agrees that all documents shall be promptly returned at the termination of Special Counsel's involvement in the case or matter at hand, if requested.

4. Special Counsel shall provide immediate notice by e-mail or telephone call regarding significant case developments, which may result in media inquiries.

#### E. INVOICES IN EXCESS OF NORMAL AND CUSTOMARY RATES

Florida Housing reserves the right to reject reimbursement requests for expenses that are deemed “in excess” and/or above fair and customary rates. Florida Housing will not reimburse for first class accommodations of any sort, unless appropriately explained. Coach travel for airfare and mid-size car rentals will be reimbursable. If an exception to this travel requirement is needed, an explanation shall be made at the time of the reimbursement request. Florida Housing has the right to reject reimbursement requests for last minute bookings of airfare (unless otherwise unavoidable and explained). Meals for counsel when traveling will adhere to Florida Housing’s Travel Policy of April 15, 2015, and as may be amended from time to time. Excerpts from this policy are located in Exhibit D.

## **EXHIBIT D TRAVEL POLICY EXCERPTS**

### **PURPOSE**

This document establishes the Florida Housing Finance Corporation's (Florida Housing's) policy for authorizing and obtaining reimbursement for travel expenses by Florida Housing employees and other authorized persons. The reimbursement rates, procedures, and limitations are in accordance with Section 112.061(6) and (7), Florida Statutes. Any future changes to the statutory reimbursement amounts are automatically incorporated herein.

### **DEFINITIONS**

Authorized Person – A person other than an employee as defined herein, who is authorized by Florida Housing to incur travel expenses in the performance of his/her official duties (including a member of the Board of Directors); a person who is called upon by Florida Housing to contribute time and services as a consultant, appointee, or advisor; a person who is a candidate for an executive or professional position.

Common Carrier – Train, bus, and commercial airline operating scheduled routes, or rental cars from an established rental car company.

Map mileage – All non-vicinity travel.

Meal allowance – The amount authorized for each meal during the travel period.

Official headquarters – The geographic location on record with Florida Housing as the primary address of record. This geographic location shall become the basis for travel reimbursement computations.

Point of origin – the geographic location of the traveler's official headquarters or the geographic location where travel begins, whichever is lesser distance from the destination.

Privately owned vehicle – Any vehicle which is not publicly owned, regardless of whether title to such a vehicle is in the name of the traveler.

Traveler – An employee or authorized person, when performing authorized travel.

Travel Expense – Allowable expenses while traveling; the usual, ordinary and incidental expenditures necessarily incurred by a traveler.

Travel Period – The period of time between the time of departure and time of return.



Vicinity Travel – All authorized travel that takes place within the city limits of the traveler’s official headquarters or the approved travel destination.

## **TRANSPORTATION**

All travel will be reimbursed based on a usually traveled route, in accordance with the Florida Department of Transportation road map. If a person travels by an indirect route for his/her own convenience, any extra costs shall be borne by the traveler and reimbursement for expenses shall be based only on such charges as would have been incurred had a usually traveled route been used.

### Privately Owned Vehicles

The use of privately owned vehicles for official travel in lieu of common carrier transportation may be authorized. Whenever travel is by privately owned vehicle, the traveler shall be entitled to a mileage allowance at the mileage rate reflected in s. 112.061(7)(d), Florida Statutes.

All mileage shall be shown from point of origin to point of destination and must be computed on the basis of the current map of the Florida Department of Transportation (FDOT) or the FDOT Official Highway Mileage website (<http://www2.dot.state.fl.us/CityToCityMileage/viewer.html>). The departure and return time will be the actual time of departure from and return to official headquarters.

### Rental Car

The default car category for the Rental Car Contract is intermediate. Rental of a larger car requires justification written on or attached to the travel reimbursement request.

### Air Travel

Air travel shall normally be arranged at the tourist or coach class. Common carrier first class rates shall be paid only in the event a statement is written on or attached to the TRF certifying that tourist or coach class was not available.

When additional costs are incurred by a traveler due to airline over-booking and Florida Housing is requested to reimburse these costs, the traveler should consider Florida Housing’s best interest when allowed to select a form of compensation. If no additional costs are incurred by Florida Housing or the traveler bears the additional cost, including overtime and leave, then any compensation for the traveler’s inconvenience shall accrue to the traveler.

Reimbursements to travelers who fly on privately owned aircraft will be limited to the actual amount charged and paid for the fare for such transportation up to the cost of a similar common carrier air transportation flight.

When using a common carrier or private aircraft, travel will be deemed to have begun the later of the actual time of departure from the traveler's official headquarters or two (2) hours prior to the aircraft's scheduled departure time. Time of return will be the later of actual time of return to official headquarters or one (1) hour after the aircraft's actual landing time.

## **REIMBURSEMENT OF TRAVEL**

Travel for official FHFC business may be classified as follows:

(1) Same Day Travel – Travel where the traveler is not away from official headquarters overnight.

(2) Overnight Travel – Travel which involves overnight absence from official headquarters.

### Per Diem Allowances

Same Day Travel: Traveler shall be allowed the amounts shown below, subject to the Meal Allowance Schedule.

- |    |           |      |
|----|-----------|------|
| a. | Breakfast | \$6  |
| b. | Lunch     | \$11 |
| c. | Dinner    | \$19 |

Overnight Travel: Traveler shall be allowed either of the following for each day of travel at the option of the traveler:

(1) \$80 per diem (traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the Travel Period); or

(2) If actual expenses for lodging and meals exceed \$80, the meal allowance amounts permitted below, plus actual expenses for lodging at a single-occupancy rate to be supported by a receipt.

- |    |           |      |
|----|-----------|------|
| a. | Breakfast | \$6  |
| b. | Lunch     | \$11 |
| c. | Dinner    | \$19 |

### Meal Allowance Schedule

Meal allowances shall be based on the following schedule:

(a) Breakfast – When travel begins before 6:00 a.m. and extends past 8:00 a.m.

(b) Lunch – When travel begins before noon and extends past 2:00 p.m.

(c) Dinner – When travel begins before 6:00 p.m. and extends past 8:00 p.m.

#### Emergency Situations on Traveler's Personal Time

When an Authorized Person who is on personal time is required to travel and incurs travel expenses due to a Florida Housing related emergency situation, the expenses incurred from the traveler's "actual point of origin" to his/her point of destination may be reimbursed even when the point of destination is the traveler's official headquarters. This does not include travel expenses from a traveler's home to his/her regular place of employment. The traveler may be reimbursed travel expenses incurred if it is necessary, for personal reasons, for him/her to return to his/her actual place of origin rather than staying at or returning to his/her official headquarters, he/she shall only be reimbursed the excess of necessary travel expenses over what he/she would have incurred for personal convenience. In making this request for reimbursement, the traveler shall include an explanation of the emergency situation as well as a detail of the costs he/she would have incurred by returning to or staying at the official headquarters and net those costs against the actual costs of returning.

#### **MISCELLANEOUS**

Individual taxi fares that exceed fifteen dollars (\$15.00) must be supported by a receipt.

Parking and storage fees greater than five dollars (\$5.00) must be supported by receipt, but are not allowed on a weekly or monthly basis for privately owned automobiles unless the savings to Florida Housing can be justified. If self-service parking is used and a receipt or secondary evidence is not available, appropriate notation should be made on the TRF. Airport parking will be reimbursed at the long-term rate, except for same day travel.

Tolls in excess of five dollars (\$5.00) per instance must be supported by a receipt.

The following incidental expenses may be reimbursed:

- (a) Actual tips paid to taxi drivers not to exceed 15% of the fare and reflected separately from the taxi fare itself. Receipt is required.
- (b) Actual amounts paid for mandatory valet parking service, within reason, which were incurred in the performance of official business. Receipt is required.