

**FIRST AMENDMENT
TO CONTRACT NUMBER 038-2016**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 038-2016 is entered into and effective as of July 1, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and THE UNIVERSITY OF FLORIDA ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 038-2016, dated July 18, 2016, ("Contract") wherein Service Provider agreed to provide data clearinghouse services. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.

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 July 1, 2016. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

1. The Effective Date of the Contract shall be amended to July 1, 2016.

C. General Terms and Conditions.

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

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

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

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this

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

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

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 038-2016, by a duly authorized representative, effective as of July 1, 2016.

THE UNIVERSITY OF FLORIDA ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES

By: BP-

Name/Title: Brian Prindle
Associate Director of Research

Date: 7/26/16

FEIN: 596002052

FLORIDA HOUSING FINANCE CORPORATION

By: SA
Stephen P. Auger, Executive Director

Date: 7/28/16

**CONTRACT FOR
DATA CLEARINGHOUSE SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
THE UNIVERSITY OF FLORIDA ON BEHALF OF
THE SHIMBERG CENTER FOR HOUSING STUDIES**

This Contract for Data Clearinghouse Services, 038-2016 (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 THE UNIVERSITY OF FLORIDA ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES (Shimberg Center), located at P.O. Box 115703, Gainesville, FL 32611-5703. Upon execution by both parties, this Contract will become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Shimberg Center represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Housing Data Clearinghouse Services identified herein and offers to perform those services described in Exhibit A, Scope of Services, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Shimberg Center 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 Shimberg Center 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, Scope of Work

B. ENGAGEMENT OF THE SHIMBERG CENTER

The Shimberg Center agrees to provide Housing Data Clearinghouse Services in accordance with the terms and conditions hereinafter set forth. The Shimberg Center agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Shimberg Center understands and agrees that all services under this Contract are to be performed solely by the Shimberg Center, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The term of this Contract will be from the Effective Date through June 30, 2017.

D. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon will be valid only when reduced to writing and signed by the parties.

E. INVOICES

The Shimberg Center will submit invoices to the program contact person in Section J, Administration of Contract. Each invoice for fees will 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 will be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Shimberg Center 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 will be subject to forfeiture to Florida Housing.

F. FEES/COSTS

The Shimberg Center will be compensated as described within Exhibit A.

G. LIABILITY: INDEPENDENT CONTRACTOR: COMPLIANCE WITH LAWS

1. Florida Housing will not be deemed to have assumed any liability for the acts, omissions, or negligence of the Shimberg Center, its agents, its servants, or employees, and the Shimberg Center specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and will 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 will neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein will 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 Shimberg Center, together with its agents, suppliers, subcontractors, officers, and employees, must have and always retain under this Contract the legal status of an independent contractor, and in no manner will 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 Shimberg Center will maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Shimberg Center remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Shimberg Center will 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 Shimberg Center will comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing

personnel.

6. The Shimberg Center 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 Shimberg Center, if any, in conjunction with the services rendered pursuant to this Contract. At no time will the Shimberg Center make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Shimberg Center will 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 Shimberg Center.

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 Shimberg Center or assign any future transaction to the Shimberg Center will, 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 Shimberg Center 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 Shimberg Center in the transaction or any future transaction.

2. The Events of Default will include, but not be limited to, the following:

a. If any report, information or representation provided by the Shimberg Center in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Shimberg Center 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 Shimberg Center 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 Shimberg Center has failed to perform or complete any of the services identified in the attachments;

e. If the Shimberg Center has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If the Shimberg Center 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 Shimberg Center does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If the Shimberg Center commits fraud in the performance of its obligations under

this Contract; or

- i. If the Shimberg Center 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 Shimberg Center 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 Shimberg Center of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Shimberg Center 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 will 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 (10th) day after the Shimberg Center 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 Shimberg Center 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 Shimberg Center to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Shimberg Center 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 Shimberg Center at the address set forth in Section J, Administration of Contract, herein.

2. The Shimberg Center 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 Shimberg Center will be responsible for all costs

arising from the resignation of the Shimberg Center and the costs associated with the appointment of and transition to a successor Shimberg Center.

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
E-mail: Contracts.Manager@floridahousing.org

2. The Florida Housing program contact for this Contract is:

Nancy Muller
Policy Director
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Nancy.Muller@floridahousing.org
or the designated successor.

3. The Shimberg Center contract manager for this Contract is:

Anne Ray
Florida Housing Data Clearinghouse Manager
Shimberg Center for Housing Studies
P.O. Box 115703
Gainesville, FL 115703
Office: 352.273.1195
E-mail: aray@ufl.edu
or the designated successor.

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

5. All notices will 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 Shimberg Center 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 Shimberg Center

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 Shimberg Center 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 will only apply if and when the Shimberg Center is acting on behalf of Florida Housing.

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

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

2. Confidentiality

a. If the Shimberg Center 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 Shimberg Center'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 Shimberg Center 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 will be treated as confidential and/or proprietary and will 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 Shimberg Center is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Shimberg Center must 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 Shimberg Center brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Shimberg Center will retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. Upon execution of this Contract, the Shimberg Center must disclose in writing all intellectual properties relevant to the performance of this Contract that it knows could give rise to a copyright, patent or trademark. The Shimberg Center will retain all right and entitlements to any pre-existing intellectual property that is so disclosed in writing to Florida Housing. Failure to disclose in writing will indicate that no such intellectual property exists and Florida Housing will have the right to all copyrights, patents or trademarks that are created under this Contract.

c. 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 Shimberg Center will 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 Shimberg Center will 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.

4. Files

a. Contents of the Files: The Shimberg Center will maintain files containing documentation to verify all compensation to the Shimberg Center 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 Shimberg Center in connection with this Contract. The Shimberg Center will 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 Shimberg Center will 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 Shimberg Center and its employees will 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 Shimberg Center under this Contract will be submitted to Florida Housing within 15 days of such termination at the expense of the Shimberg Center.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Shimberg Center or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Shimberg Center will 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 Shimberg Center will take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and will hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. The Shimberg Center 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 Shimberg Center agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

4. The Shimberg Center 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 Consultant agrees that PII will be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Shimberg Center agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties will 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 will be encrypted, using AES.

6. In the event of a breach of PII or other sensitive data, the Shimberg Center must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Shimberg Center 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 Shimberg Center's corrective action plan; and the timelines associated with the corrective action plan.

M. OTHER PROVISIONS

1. This Contract will be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract will 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 Shimberg Center will 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 Consultant. A waiver or release with reference to any one event will 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 will 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 Shimberg Center understands and agrees to comply 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 Shimberg Center 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 Shimberg Center 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 Shimberg Center also certifies that the undersigned possesses the authority to legally execute and bind the Shimberg Center 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 will be null and void.

Q. CONFLICTS OF INTEREST

1. 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.

2. By executing this contract, the Shimberg Center certifies that it will comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Shimberg Center 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 Shimberg Center 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 Shimberg Center 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 will be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with

the Shimberg Center or assign any future transaction to the Shimberg Center will, 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 will be deemed null and void to the extent of such conflict or unenforceability, and will be deemed severable, but will not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 038-2016, each through a duly authorized representative, effective on the Effective Date.

UNIVERSITY OF FLORIDA ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES

By: 
Name/Title: Brian Prindle
Associate Director of Research
Date: 7/18/16
FEIN: 59-6002056

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director
Date: 7/18/16

**EXHIBIT A
SCOPE OF WORK**

The Shimberg Center will perform the following tasks:

A. Maintain and update of the Clearinghouse website, current website applications and data warehouse.

1. System and Website:
 - a. Refresh and improve website functionality using newly available design tools and libraries.
 - b. Perform major upgrades to database and operating system software.
 - c. Perform routine maintenance on web server and other libraries.
2. Continue with quality assurance improvements to the website and database test suites; and adding test suites for any new web application added over the course of the term.
3. Update datasets for the housing data repository – see Table 1 for maintenance and update schedule. *Italicized items represent new items added in 2015-2016.*
4. Maintain and update current website applications – see Table 2 for maintenance and update schedule:

TABLE 1 - UPDATE SCHEDULE FOR HOUSING DATASETS

Dataset or Data Application Input	Update in 2016/2017	Frequency of Updates*		
		Annual	More than once a year	2 or more years
AJINA Model	X	X		X
AII	X	X	X	
Lost Properties Inventory	X	X		
General Unit Characteristics	X	X		
Property Appraiser tax roll (Construction & Sales)	X	X	X	
HUD: FMR and Median Income	X	X		
Disability and Demographic Characteristics - ACS	X			X
RMS: demand data, supply data, special needs populations	X			X
AWI Wage Data	X	X		
DBPR condo and mobile home licensing data	X		X	
HMDA	X	X		
CHAS	X	X		
<i>Social Security and SSI Benefit Levels</i>	X	X		
<i>American Housing Survey</i>	X			X

* The individual datasets and applications listed here can represent multiple elements updated at various time and on different update schedules. The basic HUD property characteristics in AII, for example, are updated annually but the rental assistance contract information may be updated as often as bi-monthly. Thus, a particular dataset or application may have more than one entry in the frequency of updates.

TABLE 2 - UPDATE SCHEDULE FOR WEBSITE APPLICATIONS

Categories	Data Application	Update in 2016/2017	Frequency of Updates			
			Annual	More than once a year	2 or more years	
Overviews	Comparisons	X	X			
	Profiles	X	X			
	Geoportol	X	X			
Affordable Housing Need	Affordable Housing Needs Summary	X	X			
Assisted Housing	Rental Market Study	X				
	Assisted Housing Inventory - Basic	X		X		
	Assisted Housing Inventory - Financial	X		X		
	Assisted Housing Inventory - Tenant Characteristics	X	X		X	
	Assisted Housing Inventory—Physical Characteristics	X	X			
	Assisted Housing Inventory - Neighborhood Characteristics	X	X			
	Assisted Housing Inventory—Historical Information	X	X			
	Assisted Housing Inventory—Preservation Risk Assessment	X	X			
	Lost Properties Inventory	X	X			
	HUD Tenant/Unit Characteristics, REAC scores, M2M Status	X			X	
	Public Housing Agencies				X	
	Housing Supply	General Unit Characteristics	X	X		
		Construction and Sales	X	X		
		Manufactured Housing Parks	X		X	
Condominiums		X		X		
American Housing Survey					X	
Parcel Viewer	X	X				
Mortgage Lending and Foreclosures	Home Mortgage Lending	X	X			
	Foreclosure and Serious Delinquency Rates				X	
Planning Tools	CHAS data	X	X			
	AHNA/Comprehensive Plan Data	X	X			
	PIIA Plan Housing Needs Data	X	X			
Population and Demographics	Household Demographics	X	X			
	Population Projections	X	X			
Special Needs Housing	Disability, Housing Need, and Household Size	X	X			
	Disability, Housing Need, and Householder Age	X	X			
Workforce Housing	Wages and Housing Costs, by Industry	X	X			
	Wages and Housing Costs, by Occupation	X	X			
	SSI and Social Security Benefit and Housing Cost Comparison	X	X			
Clearinghouse Help & Search Tools	A-Z Index	X	X			

B. Develop fact sheets and other communications materials.

1. Produce statewide and regional rental affordability fact sheets based on the 2016 Rental Market Study methods.
2. Integrate “infographics,” mapping and other data visualization tools into Clearinghouse data applications.
3. Produce research briefs analyzing Assisted Housing Inventory in terms of energy use and neighborhood opportunity indicators such as driving costs, transit accessibility, and access to services and jobs.

C. Produce Community Health Needs Assessment data application.

1. Collect county- and state-level data to assist hospitals in documenting housing needs in their Community Health Needs Assessment (CHNA) and other assessments of housing as a social determinant of health. Data sources and topics will include, but not be limited to, those listed in Table 3:

Data Source	Topics
American Community Survey	Housing affordability; Affordable/Available; Substandard housing conditions; Overcrowded housing; Neighborhood characteristics
HUD AHAR	Homelessness
Bureau of Labor Statistics	Health care wage/housing cost comparison
American Housing Survey	Substandard housing conditions; accessibility
Assisted Housing Inventory (Clearinghouse)	Assisted and public housing
Housing Suitability Model	Transit access and walkability

2. Create, test and launch Clearinghouse application based on existing web framework.

D. Produce new Florida Elder Housing Needs Information Exchange Website.

1. Collect data on elder populations and households at the state, MSA, county and place level. Data sources and topics will include, but not be limited to, those listed in Table 4:

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TABLE 4 - ELDER HOUSING NEEDS INFORMATION EXCHANGE DATASETS

Data Source	Topics
American Community Survey	Demographics, Financial Characteristics, Grandparents Living with Grandchildren, Health and Disability, Housing Characteristics, Transportation
HUD CHAS	Housing and Income Characteristics
American Housing Survey	Housing Characteristics, Neighborhood Conditions, Transportation
AHNA (Clearinghouse)	Population Projections, Assisted and Public Housing
Assisted Housing Inventory (Clearinghouse)	Housing Characteristics
Behavioral Risk Factor Surveillance System (CDC)	Health and Disability

2. Create library of online research articles on topics related to older adults, including demographics, population change and growth, affordable housing needs, assisted housing and supportive service models, disability and accessibility, healthy housing units (e.g. safety features and indoor air quality), and health neighborhoods (e.g. safety, design encouraging physical activity and social engagement, and access to transit and paratransit).

3. Create, test, launch and market a separate website for the Exchange. The Exchange website will run in parallel with the Clearinghouse site and will be based on a similar web framework.

E. Increase outreach to users through technical assistance and marketing.

1. Provide technical assistance through the Clearinghouse website and Clearinghouse staff by:

a. Responding to the variety of questions or requests for information or assistance from daily emails and phone calls seeking (1) clarification or further explanation of website information, (2) assistance in finding information either on the website or from other sources, or (3) advice or opinion (this type of technical assistance is usually resolved or addressed within 5-30 minutes of staff time per contact).

b. Responding to specific requests for customized data or assistance requiring from one hour to several days of staff time to address. Production of larger customized data sets requiring one week or more of staff time will require a separate funding source.

2. Marketing the Clearinghouse:

a. Use email list of users and prospective users of Clearinghouse products to send news about the website and the Clearinghouse.

b. Use Twitter and other social media to publicize the Clearinghouse and Shimberg Center research products.

c. Attend relevant local, regional and state meetings.

d. Increase exposure of the Clearinghouse to state and national professional organizations by establishing contact with technical/professional counterparts in same or similar fields or with a similar mission.

e. Create relationships with academic researchers with interest in housing policy and evaluation within the University of Florida and other universities. Increase the use of Clearinghouse data in academic research.

f. Place articles about the Clearinghouse and links to the website in relevant organizational newsletters and websites.

F. Prepare a year-end report, due within 30 days of the end of the contract period, that describes:

1. Progress in the development of datasets, web applications, and reports and fact sheets.
2. Updates of datasets listed in Table 2 above.
3. Technical assistance and marketing efforts.

Amount of award: \$285,000 (includes 10% Indirect Costs)

The Shimberg Center will be paid twice annually, upon receipt of an approved invoice and deliverables, as follows:

- End of Quarter 2 – \$142,500
- End of Quarter 4 – \$142,500
 - Final payment is contingent upon receipt and approval of the final report.