

January 26, 2018

Mr. Robert J. Pierce, Esq.  
76 Hawks Harbor Road  
Ponte Vedra, Florida 32081

Dear Mr. Pierce:

Pursuant to your appointment as Assistant General Counsel with the Corporation, this letter is to confirm the termination of Contract #047-2016, for the provision of Legal Consulting Services, effective January 22, 2018.

Section I of the Contract requires that there be 10 days' written notice to terminate the contract without cause. If you agree to waive that provision, please sign the signature block below.

We are looking forward to our continued partnership!

Sincerely,



Hugh R. Brown  
General Counsel

HRB/jam

ROBERT J. PIERCE, ESQ.

By:  \_\_\_\_\_

Date: 01/26/2018

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Rick Scott, Governor

Board of Directors: Ray Dubuque, Chairman • Ron Lieberman, Vice Chairman  
Natacha Bastian • Renier Diaz de la Portilla • LaTasha Green-Cobb • Creston Leifried • Bernard "Bamey" Smith  
Julie Dennis, Florida Department of Economic Opportunity

Harold "Trey" Price, Executive Director

**FIRST AMENDMENT  
TO CONTRACT NUMBER 047-2016**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 047-2016 is entered into and effective as of January 1, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and ROBERT J. PIERCE, ESQ. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 047-2016, dated October 25, 2016, ("Contract") wherein Service Provider agreed to provide or perform legal consulting services. 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 one years, beginning January 1, 2017, and ending December 31, 2017.
- C. Section C of the Contract provides that the Contract may be renewed once for a one-year term.
- D. Florida Housing and Service Provider wish to renew the Contract for one year, 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 a one-year renewal term, beginning January 1, 2018, and ending December 31, 2018. 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  
227 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**


IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 047-2016, by a duly authorized representative, effective on January 1, 2018.

ROBERT J. PIERCE, ESQ.

By: 

Name/Title: Robert J Pierce/Attorney

Date: September 7, 2017

FEIN: 

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown - General Counsel

Date: 9-7-17

**CONTRACT FOR  
LEGAL CONSULTING SERVICES BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
ROBERT J. PIERCE, ESQ.**

This Contract for Legal Consulting Services, 047-2016 (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 ROBERT J. PIERCE, ESQ. (Consultant), located at. 76 Hawks Harbor Road, Ponte Vedra, FL 32081. This Contract shall become effective as of January 1, 2017 (Effective Date).

RECITALS

- A. The Consultant represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Legal Consulting 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 Consultant 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 Consultant 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 Services

B. ENGAGEMENT OF THE CONSULTANT

The Consultant agrees to provide Legal Consulting Services in accordance with the terms and conditions hereinafter set forth. The Consultant agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Consultant understands and agrees that all services under this Contract are to be performed solely by the Consultant, 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 from January 1, 2017 through December 31, 2018. If the parties mutually agree in writing, the Contract may be renewed once, for a period of time not to exceed one year. The renewal is 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, signed by the parties and attached to this Contract.

E. INVOICES

The Consultant shall submit invoices to the 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 Consultant 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 Consultant shall be compensated as described in the Scope of Work attached hereto as Exhibit A.

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 Consultant, its agents, its servants, or employees, and the Consultant 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 Consultant, 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 Consultant shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Consultant remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Consultant 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 Consultant shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

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

7. The Consultant 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 Consultant.

#### 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 Consultant or assign any future transaction to the Consultant 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 Consultant 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 Consultant 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 Consultant in



this Contract is inaccurate, false or misleading in any respect;

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

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

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

h. If the Consultant commits fraud in the performance of its obligations under this Contract; or

i. If the Consultant 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 Consultant 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 Consultant of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Consultant 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 Consultant 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 Consultant 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 Consultant to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Consultant 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 Consultant at the address set forth in Section J, Administration of Contract, herein.

2. The Consultant may terminate this Contract, without cause, at any time upon ten (10) 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..

#### 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](mailto:Contracts.Manager@floridahousing.org)

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

Hugh 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.**

3. The Consultant contract manager for this Contract is:

Robert J. Pierce, Esq.  
Legal Consultant  
76 Hawks Harbor Road  
Ponte Vedra, FL 32081  
Office: 904-686-1040  
Cell: 850-284-7736  
E-mail: Robert.Pierce@floridahousing.org  
**or the designated successor.**

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

5. 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 Consultant 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 Consultant 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 Consultant 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 Consultant is acting on behalf of Florida Housing.

**If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant’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 Consultant 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 prior to submitting them to Florida Housing.

b. It is the Consultant’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 Consultant 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 Consultant is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Consultant 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 Consultant brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant shall maintain files containing documentation to verify all compensation to the Consultant 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 Consultant in connection with this Contract. The Consultant 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 Consultant 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 Consultant 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 Consultant under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the Consultant.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Consultant or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Consultant 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 Consultant 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 Consultant 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 Consultant agrees at all times to maintain reasonable network security that, at a minimum, includes: network firewall.

4. The Consultant 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 shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Consultant 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 Consultant must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Consultant 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 Consultant'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 Consultant 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 Consultant. 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 Consultant 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 Consultant 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 Consultant 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 Consultant also certifies that the undersigned possesses the authority to legally execute and bind the Consultant 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. 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 Consultant certifies that it shall 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 Consultant 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 Consultant 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 Consultant 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 Consultant or assign any future transaction to the Consultant 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 047-2016, each through a duly authorized representative, effective on the Effective Date.

ROBERT J. PIERCE, ESQ.

By: Robert J Pierce

Name/Title: Robert J Pierce/Legal Consultant

Date: October 24, 2016

FEIN: [REDACTED]

FLORIDA HOUSING FINANCE CORPORATION

By: 

Stephen P. Auger, Executive Director

Date: 10/25/16

## **EXHIBIT A SCOPE OF SERVICES**

### **A. Purpose**

The Consultant will provide Legal counsel and assistance to Florida Housing, with a focus on grants, Predevelopment and Demonstration Loans, Hardest Hit Fund initiatives and the Multifamily Request for Application process.

### **B. Services to be Performed**

Legal consulting services will be performed off-site via a variety of methods e.g., e-mail, phone, WebEx, etc. Additionally, the Contractor shall be provided with a Florida Housing-issued laptop that may be connected via Florida Housing's secure VPN client. The following deliverables shall be performed on an as-needed basis:

1. Monitor incoming email and voicemail for correspondence that is sent directly to the Consultant that must be acted upon and/or forwarded to the appropriate Florida Housing employee(s);
2. Consult with and/or advise executive management;
3. Participate in the closing of real estate grants and loans, as required;
4. Review and provide feedback concerning contracts, loans, procurement and grant processes; and
5. Provide services ancillary to the other services above, with approval from the General Counsel.

Consultant shall perform no services that would require Consultant to open or maintain a trust or escrow account or that would require Consultant to hold, escrow, disburse or be responsible for holding, escrowing or disbursing funds or property belonging to Florida Housing or any third party; it being understood that Florida Housing shall be solely responsible for the disbursement or release of its funds or property in connection with any matter for which Consultant renders services under this Contract.

Failure to perform the services listed in this section to the satisfaction of Florida Housing shall be documented in writing to the Consultant and may result in a penalty of up to \$25 per incident.

**C. Travel**

Any approved travel expenses shall be made in accordance with section 112.061, Fla. Stat., and Florida Housing’s Travel Policy.

**D. Cost and Fees**

The total cost of the contract, inclusive of any renewal terms, is not to exceed \$60,000. Services shall be tracked and invoiced in half-hour increments. The Consultant and Florida Housing agree that the total cost and/or number of hours shall not be exceeded without prior written approval by both parties.

1. Off-Site Legal Consulting Services:

<b>Maximum Weekly Off-site Hours</b>	<b>Hourly Rate</b>	<b>Maximum Cost per Week</b>	<b>Maximum Cost per Month</b>
20	\$100	\$2,000	\$10,000