

## **GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES CONTRACT**

This Contract for GIS Services, 051-2016 (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 (University), located at P.O. Box 115500, Gainesville, FL 32611-5500. Upon execution by both parties, this Contract shall become effective on January 1, 2017.

### **RECITALS**

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

The University agrees to provide GIS Services in accordance with the terms and conditions hereinafter set forth. The University agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The University understands and agrees that all services under this Contract are to be performed solely by the University, 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, 2017.

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

The University 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 University 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 negotiation with Florida Housing.

F. FEES/COSTS

The University shall be compensated as described in 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 University, its agents, its servants, or employees, and the University specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees. The University's limit of liability is provided under Section 768.28, Florida Statutes, and does not extend to Florida Housing or other parties.

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

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

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

7. The University 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 University.

#### 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 University or assign any future transaction to the University 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 University 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 University 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 University in this Contract is inaccurate, false or misleading in any respect;

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

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

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

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

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

4. If Florida Housing provides a Cure Period and if the University 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 University 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 University 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 University to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the University 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 thirty (30) business days written notice delivered by courier service or electronic mail to the University at the address set forth in Section J, Administration of Contract, herein.

2. The University 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 University shall be responsible for all costs arising from the resignation of the University and the costs associated with the appointment of and transition to a successor University.

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

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

Nancy Muller  
Director of Policy and Special Programs  
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 University contract manager for this Contract is:

Brian Prindle  
Associate Director  
University of Florida  
P.O. Box 115500  
Gainesville, FL 115500  
Office: 352.392.1582  
E-mail: ufproposals@ufl.edu  
**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 University 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 University 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 Respondent 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 Shimberg Center is acting on behalf of Florida Housing.

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

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

2. Confidentiality

a. If the University 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 University'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 University 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 University is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the University shall notify Florida Housing in writing of such disclosure within ten (10) business days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

a. If the University brings to the performance of this Contract a pre-existing copyright, patent or trademark, the University will retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. Title to inventions or discoveries arising from this project and conceived solely by University employees or agents shall be owned by the University and shall be promptly disclosed in writing to Florida Housing.

c. University grants to Florida Housing the first option, for consideration, a nonexclusive license or an exclusive license with the right to sublicense, on terms and conditions to be mutually agreed upon. The option shall extend for 90 days from the date of disclosure to Florida Housing.

4. Files

a. Contents of the Files: The University shall maintain files containing documentation to verify all compensation to the University 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 University in connection with this Contract. The University 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 University 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 University 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 University under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the University.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the University or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the University shall provide for the security of such PII, in accordance with University policies with regards to protection of PII..

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

4. The University agrees to protect and maintain the security of data in accordance with University policies with regards to protection of PII The University agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The University 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 University must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the University 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

University'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 University 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 University. 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 University 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 University 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 University 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 University also certifies that the undersigned possesses the authority to legally execute and bind the University 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 University 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 University 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 University 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 University 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 University or assign any future transaction to the University 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 051-2016, each through a duly authorized representative, effective on January 1, 2017.

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

By: B.P.

Brian Prindle  
Name/Title: Associate Director of Research

Date: 1/5/17

FEIN: 59-6002052

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Name/Title: Stephen P. Auger, Executive Director

Date: 1/5/17

## **EXHIBIT A SCOPE OF WORK**

The University will develop a Geographic Information System (GIS) database and web applications, and perform related technical/professional services for the Florida Housing. At a minimum, GIS services will include creation of a geospatial database and interactive mapping applications for the benefit of Florida Housing and its program participants. The applications will communicate information to the public and enable Florida Housing to analyze its policy options related to geographically targeting its competitive resources and better understanding the condition and performance of its portfolio. Deliverables under this contract will include at least one interactive application designed for use by Florida Housing staff; at least one interactive mapping application designed for use by the public; development of the 2017 Limited Development Area (LDA) data layer; and additional custom maps, interactive applications, and data layers upon request. Florida Housing and the University will develop and prioritize a list of specific data layers to be produced within this project timeline. Additionally, Florida Housing will provide a simple layout indicating preferred design elements, including but not limited to logos, disclaimers, and positioning of widgets. The University will match these preferences to available templates and design elements within the ESRI ArcGIS Online environment. Tasks and deliverables will be prioritized by Florida Housing in consultation with the University.

### **A. Tasks**

The University will:

1. Maintain current licenses of the latest version of ArcGIS for Desktop by ESRI with all extensions necessary to perform the geoprocessing tasks requested by Florida Housing.
2. Purchase a subscription to ArcGIS Online and will name both the Florida Housing Director of Policy and Special Programs and the Chief Information Officer, or their designee(s), as users.
3. Purchase additional service credits from ESRI as needed.
4. Maintain any other software and hardware necessary to produce and maintain the deliverables under this agreement.
5. Maintain the human resources necessary to produce and preserve the deliverables under this Contract.
6. Develop an interactive mapping application for Florida Housing staff.

Using ArcGIS, the University will develop and maintain at least one interactive web application that contains basic point and polygon data layers (to be determined by the Florida Housing).

The application will replace Street Atlas and provide interactive features that assist the work of Florida Housing staff. Specifically, the application should include widgets which allow the user to search for a latitude/longitude coordinate in degrees, minutes, seconds format (to the second decimal), plot a coordinate, and apply a custom buffer. Users should be able export the results into PDF. The University will participate in the process of designing and testing the functionality of the application as a replacement for Street Atlas.

At a minimum, data layers within the application will include:

- a. County size classifications (Large, Medium, Small);
- b. Current Limited Development Areas;
- c. Florida Housing designated Areas of Opportunity;
- d. Florida Housing designated Racially and Ethnically Concentrated Areas of Poverty; and
- e. Locations of active and pipeline rental properties in Florida Housing's portfolio, with relevant attributes.

Florida Housing's web applications will be hosted on the ArcGIS Online service maintained by ESRI. Any service interruptions or performance concerns affecting Florida Housing will be communicated to ESRI through the University within 24 hours or a timeframe agreed to by both parties.

7. Develop additional layers to be added to one or both of the applications, upon request. These layers may be based on spatial designations by other entities (e.g. HUD). Layers may also be derived from Census data and other information related to community well-being or real estate decisions.

8. Develop an update schedule for the data layers, preserving the outdated version in an accessible archive described in Task 9 below, in consultation with Florida Housing.

9. Develop and maintain archival versions of all deliverables.

a. The University will preserve and store copies of all files used to create maps and mapping applications. Upon replacing or updating a map or a data layer, the University will preserve a copy of the previous version.

b. The University will maintain a system for categorizing and identifying each file.

c. The University will restore a previous version of a file or provide a copy to Florida Housing upon request.

d. Information to be preserved includes:

i. Metadata and methodology that would allow a skilled user to recreate the file; and

ii. Copies of all layer files, shapefiles with all constituent files, MXDs of complete maps containing map layout and objects, and source files used to create data layers and shapefiles (e.g. census data in comma separated values format, database files containing property values, etc.).

iii. Upon request, the University will export tabular data to Excel or another format so that it can be utilized by non-GIS users.

e. The University will keep and hold copies of active and previously accepted and displayed feature layers. In addition, considering cost and data management best practices, the University will also keep archives of data that is not publicly available, or publicly available data that has undergone some transformation rendering it substantially different from the source data; however, this activity is not intended to include intermediate products or that which is commonly available (e.g. Census 5-year ACS data).

10. Develop an interactive mapping application for public use.

a. Applicants for funding and members of the public interested in learning about Florida Housing will be able to visit one webpage to interact with a dynamic map displaying all current spatial information promulgated by Florida Housing.

b. At a minimum, data layers will include:

i. County size classifications (Large, Medium, Small);

ii. Current Limited Development Areas;

iii. Florida Housing designated Areas of Opportunity;

iv. Florida Housing designated Racially and Ethnically Concentrated Areas of Poverty; and

v. Property locations with relevant attributes.



c. At Florida Housing's direction, the application may include the boundaries of Qualified Census tracts (QCTS), and Difficult Development Areas (DDAs). These data should be accompanied with a disclaimer indicating that HUD determines these boundaries. The disclaimer should direct users to the relevant sources on HUD's website.

d. At Florida Housing's request, the University will make data tables and map elements available for download by the public in shapefile, layer, KML/KMZ, or other useful format.

e. At Florida Housing's request, the University will add some or all of the "Street Atlas" functionality listed in Task 6 to the application(s) designed for external users. Specifically, the application should include widgets which allow the user to search for a latitude/longitude coordinate in degrees, minutes, seconds format (to the second decimal), plot a coordinate, and apply a custom buffer. Users should be able export to PDF.

f. The mapping application designed for public use will follow, and incorporate relevant modifications and enhancements derived from, development, testing and evaluation of the Florida Housing staff internal application.

#### 11. Develop the 2017 Limited Development Areas.

a. Using the quarterly occupancy data provided by Florida Housing, the University will determine the average occupancy for the 6-month period from November 2016 through April 2017.

b. The University will deliver an Excel summary and an Interactive Map showing the portfolio occupancy to Florida Housing's Director of Asset Management and Director of Policy and Special Programs.

i. The Excel summary will consist of two worksheets: 1) detail, and 2) summary.

1. The detail worksheet will include a record for each property in the portfolio. Each property will have the following attributes:

- a. County;
- b. Name;
- c. Program(s);
- d. Demographic Served;
- e. Status (Active, Lease-up, Pipeline, Inactive);
- f. Total number of units;
- g. Market rate units;

- h. Restricted units;
- i. Units serving each demographic;
- j. Average occupancy for the six month period evaluated;
- k. Average occupancy for each of the two previous six month periods;
- l. Average occupancy by number of units for each month of the six month period evaluated;
- m. Occupancy as a percentage of the total units in the development for each month of the six month period evaluated;
- n. Name of Ownership entity; and
- o. Latitude and Longitude coordinates of the development.

2. The summary worksheet will summarize the total number of units and the occupancy rate for each county. Within each county, the developments will be summarized according to demographic served and current status of the development. The summary will also include the occupancy for the same six month period in the previous year's worksheet (see the example in Table 1 below and LDA materials from past years located at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/LDAInformation/>).

TABLE 1 Example Summary of Occupancy Data for LDA Development							
County	Target/Status	Developments	Units	Units Reported	Units Occupied	Avg. Occ. 11/14 - 4/15	Avg. Occ. 11/13 - 4/14
Alachua	2014: Partial Family	16	2,127	12407	11466	92.42%	94.18%
	Elderly - Lease-Up	1	101	101	90	89.11%	
	Elderly - Pipeline	1	64	0	0		
	Family - Active	15	1,855	10775	10094	93.68%	93.86%
	Family MR - Active	1	272	1632	1372	84.07%	96.26%
	Special Needs - Pipeline	2	12	0	0		

ii. The interactive map should display a layer including a point associated with each property in the portfolio and all the attributes listed above. Pipeline properties should be symbolized separately as grey triangles or as otherwise instructed by Florida Housing. The points should be symbolized into a red, yellow, green classification based on three categories:

- 1. Occupancy less than 90%;

2. Occupancy of at or greater than 90% (inclusive) but less than 93%; and
3. Occupancy greater than or equal to 93%.

Map users should be able to mouse over a point to see selected data about the property. Users should also be able to open the data table, filter, query, and export. Users should be able to apply buffers as well as draw and save polygons.

c. The University will deliver the Excel summary and a link to the interactive map to the Director of Policy and Special Programs and the Director of Asset Management.

d. The University's GIS staff will meet with the Director of Policy and Special Programs and the Director of Asset Management to review the occupancy data and determine the location of the draft LDA boundaries. This may take several meetings.

e. The University will create a layer file of draft LDA polygons and add it to the public facing application. Florida Housing may direct the University to create a separate interactive application for this purpose.

f. After the public has had an opportunity to review and comment upon the draft LDA boundaries, Florida Housing will direct the University to create a final polygon layer of the 2017 LDAs. Copies of all draft LDA boundaries and associated metadata will be preserved as part of Task 9.

g. The University will make the final LDA polygons available on both the internal and external facing applications as directed by Florida Housing.

12. Create custom maps upon request for Florida Housing.

a. The University will make every effort to respond to *ad hoc* requests to develop interactive maps which help Florida Housing's senior management, including the Legislative Affairs Director answer specific questions.

b. Requests from Florida Housing's Legislative Affairs Director will take priority over other tasks. The University will respond to their requests with useful and accurate maps within 72 hours or as otherwise agreed by both parties.

c. Custom map requests may cover a broad range of topics. The University may need to work with various Florida Housing staff – coordinating through the Director of Policy and Special Programs or her designee – in order to clarify requests and obtain the information necessary to develop data layers. In addition, the University may need to develop custom datasets based on information

gathered from other sources (e.g. the American Community Survey, local governments, the Florida Department of Revenue, etc.).

13. Advise and consult Florida Housing regarding its use of GIS and related tools.

The University will provide ongoing consultation to Florida Housing and advise the Director of Policy and Special Programs of opportunities to improve the use of spatial data. The University will provide technical assistance necessary to fully utilize the maps it produces under this agreement. The University will make its staff available to assist in a training session for Florida Housing staff.

#### **B. Timeline**

1. The University will complete Tasks 1 - 3 in January 2017.
2. The University will begin Task 6 on January 1, 2017. The University and Florida Housing staff will collaborate to design the applications and gather the information necessary to develop the data layers. The operational database and maps will be delivered no later than March 31, 2017.
3. Task 8 will be completed concurrent with the delivery of draft LDA boundaries as noted below.
4. The University will begin Task 11 in April 2017.
  - a. The University will deliver the draft LDA worksheets no later than May 5, 2017.
  - b. The University will deliver the draft LDA boundaries no later than June 2, 2017.
  - c. Following a period of public comment, the final LDA boundaries should be completed and delivered no later than July 3, 2017, or the soonest practicable date following the public comment period as agreed upon by both parties.
5. The University will perform Tasks 4, 5, 7, 9, 10, 12, and 13 on an ongoing basis throughout the term of this agreement.

#### **C. Budget**

The budget in this contract is predicated on a 0.5 FTE time commitment by the University GIS Analyst for the contract period.

The Parties agree upon a fixed project budget of \$50,000, including a 10% indirect cost rate. The University will provide a detailed invoice for up to \$12,500 of the budgeted amount upon execution of this Contract. This first invoice will reflect the cost of purchasing software, hardware, ESRI service credits and related expenses.

The University will provide a detailed invoice for up to \$25,000 of the budgeted amount on or after June 30, 2017. Upon completion and acceptance of the project, the University will provide an invoice for up to the remaining budgeted amount.

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