

**CONTRACT FOR
RESEARCH AND DATA CONSULTING 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, 078-2017 (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 BOARD OF TRUSTEES ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES (Shimberg Center), located at 219 Grinter Hall P.O. Box 115500, Gainesville, FL 32611-5500. Upon execution by both parties, this Contract will become effective on August 1, 2017 (Effective Date).

RECITALS

- A. The Shimberg Center represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Research and Data 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 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 Research and Data Consulting 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 August 1, 2017 through December 31, 2017 or by the date when the final report of the Affordable Housing Work Group is submitted to Florida's Governor and Legislature, whichever comes first.

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 one invoice to the program contact person in Section J, Administration of Contract within 30 days of the term end date. 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. Shimberg Center agrees to be responsible for the negligent acts or omissions of its employees or agents while acting within the scope of their employment during the term of this Agreement. Such liability is provided under Section 768.28, Florida Statutes, and does not extend to Florida Housing or other third 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 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:

William O'Dell
Director
Shimberg Center for Housing Studies
P.O. Box 115703
Gainesville, FL 115703
Office: 352.273.1171
E-mail: billo@ufl.edu
or the designated successor.

4. The Shimberg Center point of contact for official notices for this Contract is:

Stephanie Gray
Assistant Vice President
University of Florida
P.O. Box 115500
Gainesville, FL 32601
Office: 352.392.3516

E-mail:ufproposals@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)(b), Fla. Stat., the Shimberg Center 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 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. Copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary furnished to the Shimberg Center by Florida Housing 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. Copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary furnished to the Florida Housing by Shimberg Center 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 Shimberg Center. All such records and materials will remain the property of Shimberg Center. In order to obtain the protection of this Agreement with respect to Confidential Information,

i. if the Confidential Information is in written form when disclosed, the Disclosing Party must indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification on the writing delivered to the Receiving Party, and

ii. if the Confidential Information is disclosed orally or visually, the Disclosing Party must, within 30 days after disclosure to the Receiving Party,

deliver to the Receiving Party a writing containing an adequate description of the oral or visual information which shall indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification.

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 rights 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 Florida Housing directs that a patent application for the Shimberg Center's Intellectual Property or jointly owned Intellectual Property be filed, the Shimberg Center shall promptly prepare, file, and prosecute, at the expense of Florida Housing (subject to Subsection 3(e)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to Florida Housing. Florida Housing and the Shimberg Center shall cooperate to assure that patent applications cover, to the best of Florida Housing's knowledge, all items of commercial interest and importance. While the Shimberg Center is responsible for making decisions regarding scope and content of the patent applications, Florida Housing may review and provide input. The Shimberg Center shall keep Florida Housing reasonably apprised as to developments with respect to the patent applications and shall promptly supply to Florida Housing copies of all papers received and filed in connection with the prosecution. If Florida Housing decides to discontinue the financial support of the patent applications, the Shimberg Center may file or continue prosecution and maintain any protection in the United States and any foreign countries at the Shimberg Center's sole expense with no further obligation to Florida Housing.

d. The Shimberg Center and Florida Housing shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for the Shimberg Center's Intellectual Property and jointly owned Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii) promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.

e. Within thirty (30) days after the Shimberg Center invoices Florida Housing,

Florida Housing shall reimburse the Shimberg Center for all reasonable patent-related expenses incurred by the Shimberg Center pursuant to Subsection 3(c). Florida Housing may elect, upon sixty (60) days' advance written notice to the Shimberg Center, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, Florida Housing loses all rights under this Agreement with respect to patent rights in those countries.

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 manner according to the Shimberg Center policy, 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.

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IN WITNESS WHEREOF, the parties have executed this Contract Number 078-2017, each through a duly authorized representative, effective on August 1, 2017.

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

By: 

Name/Title: Kaden B. Casper, Asst. Director, Research

Date: 11/28/2017

FEIN: 59-6002052

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 11-28-17

**EXHIBIT A
SCOPE OF WORK**

A. Purpose

The Consultant will provide research and data counsel and assistance to Florida Housing to assist with providing information in response to the topics addressed by the Affordable Housing Work Group.

B. Services to be Performed

Services will be performed off-site to Florida Housing staff through a variety of methods e.g., e-mail, phone, WebEx, etc. Services may also be provided directly to the Affordable Housing Work Group at its meetings. The following deliverables shall be performed on an as-needed basis:

1. Monitor incoming email and voicemail for requests from Florida Housing staff that must be acted upon;
2. Consult with and/or advise Florida Housing staff;
3. Participate in the development of written work papers for presentation to the Affordable Housing Work Group, as needed;
4. Review and provide feedback of Florida Housing staff work plans, conceptual approaches and documents; and
5. Attend meetings of the Affordable Housing Work Group, as needed, make presentations to the group and respond to member questions.

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

Travel for purposes of this contract must be approved by Florida Housing before being incurred. 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 \$25,000, including hourly work at \$60 per hour to include University of Florida overhead, and any travel expenses. Services shall be tracked within the University of Florida's Effort Reporting system, which distributes salary based upon reasonable estimated percentages of actual effort expended. A 40-hour work week will be assumed for the purposes of this contract, and invoiced in one-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.