

**FIRST AMENDMENT
TO CONTRACT NUMBER 014-2019**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 014-2019 is entered into and effective as of the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and THE FLORIDA HOUSING COALITION, INC. (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 014-2019, dated July 1, 2019, (“Contract”) wherein Service Provider agreed to provide or perform affordable housing catalyst services. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract is for one year, beginning July 1, 2019, and ending June 30, 2020.
- C. Pursuant to Executive Order #20-52 resulting from the COVID-19 pandemic, the Parties wish to amend this contract to provide timely services to our external stakeholders.

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. Amendments. The Contract is amended by:

1. Deleting subsection K.1.d. in its entirety and substituting in its place the following:

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 destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records 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.

The remainder of subsection K.1. remains the same.

2. Adding the following new sections to Exhibit B, Item A, Webinars:

27. COVID 19 Housing and Homeless Update March 19: This is the first of ten weekly webinars to address the effect of COVID-19 on the economy and housing, focused on how to assist special needs populations, elderly households, homeowners, individuals who are homeless, the workforce, and more.

28. COVID-19 Housing and Homeless Update March 26

29. COVID-19 Housing and Homeless Update April 2

30. COVID-19 Housing and Homeless Update April 9

31. COVID-19 Housing and Homeless Update April 16

32. COVID-19 Housing and Homeless Update April 23

33. COVID-19 Housing and Homeless Update April 30

34. COVID-19 Housing and Homeless Update May 7

35. COVID-19 Housing and Homeless Update May 14

36. COVID-19 Housing and Homeless Update May 21

37. COVID-19 Training Webinar 1: COVID-19 Emergency Assistance for Renters: Before the SHIP program can aid eligible renter households impacted by COVID-19, local governments must update and activate their LHAP disaster strategy. Learn the details of offering emergency rent payments and eviction prevention. Presenters will review tenant legal protections as well as the measures that some Florida communities have established to support renters during this emergency period. Participants will receive guidance to implement each step of the assistance process, collect proper file documentation, and track emergency assistance.

38. COVID-19 Training Webinar 2: Helping Homeowners with COVID-19 Emergency Assistance: Homeowners experiencing reduced hours or unemployment during this emergency period may face mortgage default or foreclosure. Participants will learn how to update and activate a SHIP disaster strategy to provide assistance and how to provide emergency mortgage payments

for foreclosure prevention. Presenters will review key elements of foreclosure counseling and the benefits of contracting with a counseling agency. The training will prepare SHIP staff to contact SHIP-assisted homeowners to help them understand the forbearance policy on their mortgage payments.

39. COVID-19 Training Webinar 3: Virtual SHIP: Moving Your Government Functions Online. Local governments are moving their functions online to avoid in-person meetings during this health crisis. This webinar will help local governments comply with Florida's Sunshine Law for their virtual meetings to ensure open access and public comment for public meetings. It will review options for remote communication that comply with Florida's public meeting law and other relevant program requirements. The training will also cover other local government functions that can be done online or through alternative methods such as signings, inspections, income certifications, and compliance monitoring. Attendees will hear from local government staff members in how they are adapting their functions in response to COVID-19.

40. COVID-19 Training Webinar 4: Helping Special Needs and Homeless Service Providers. This webinar will provide examples of available resources and community approaches for those working in the Housing Crisis Response System, including how to implement the following programs: Outreach, Coordinated Entry, Emergency Shelter, Prevention, and Permanent Housing programs. Additionally, funding opportunities will be explored that provide essential disaster assistance including: Emergency Solutions Grant (ESG), Community Development Block Grant (CDBG), Continuum of Care (CoC) Program funding, and SHIP. Attendees will hear from housing providers and how they are addressing the challenges related to COVID-19.

41. COVID-19 Reserve Webinar(s): Funds are reserved for this additional webinar to be provided before June 30 on COVID response topics to be proposed in the coming months. This training will help SHIP local governments reprogram SHIP funds for rapid and effective expenditures.

42. Pre- and Post-Disaster Recovery with SHIP, Part 1: This is the first of three webinars provided as replacement for the cancelled "Pre- and Post-Disaster Recovery with SHIP" workshop that was to be held on April 16, 2020, in Tallahassee. Housing providers should be aware of the external disaster planning process and understand their role in supporting the process by participating and providing information necessary to prevent the loss of life and property in the event of a disaster. This webinar describes the leadership and coordinator responsibilities of public-sector housing providers as they interact with external emergency operations and planning functions that take place at the county and municipal levels. Participants will learn about innovative best practices in pre-disaster for housing mitigation and more. The presentations will reference the Florida Housing Coalition's new publication, "Creating a Local Disaster Housing Strategy".

43. Pre- and Post-Disaster Recovery with SHIP, Part 2: This is the second of three webinars provided as replacement for the cancelled “Pre- and Post-Disaster Recovery with SHIP” workshop that was to be held on April 16, 2020, in Tallahassee. The presenters will address how SHIP-DR and other funding sources may contribute to disaster recovery. Topics include disaster-related documentation required, avoiding duplication of benefits, disaster-related repair considerations, using SHIP with CDBG-DR, HHRP, and more. Participants will learn about innovative best practices for post-disaster recovery related to temporary housing, rapid repair, and more. Presenters will include local government staff who will share their recovery work from past disasters. The presentations will reference the disaster recovery portions of the Florida Housing Coalition’s two disaster publications, “Florida Disaster Management Guide for Housing” and “Creating a Local Disaster Housing Strategy”.

44. Pre- and Post-Disaster Recovery with SHIP, Part 3: This is the third of three webinars provided as replacement for the cancelled “Pre- and Post-Disaster Recovery with SHIP” workshop that was to be held on April 16, 2020, in Tallahassee. It will discuss the SHIP Disaster Strategy in the context of Overall Disaster Management. It will focus on the role of Volunteer Organizations in Disaster Management. Presenters will provide Disaster Preparedness and Recovery Case Studies and will address SHIP Disaster Frequently Asked Questions.

45. Preparing for the SHIP Monitor, Part 1: This is the first of three webinars provided as replacement for the cancelled “Preparing for the SHIP Monitor” workshop that was to be held on May 21, 2020, in Tampa. This first webinar will provide the results from an analysis of recent monitoring reports to help prepare for monitoring visits and will offer an overview of the monitoring process. Participants will learn about the program details that SHIP monitors focus their attention on during their review of the SHIP jurisdictions program.

46. Preparing for the SHIP Monitor, Part 2: This is the second of three webinars provided as replacement for the cancelled “Preparing for the SHIP Monitor” workshop that was to be held on May 21, 2020, in Tampa. In this second webinar participants will learn about the items that monitors look for related to file documentation, eligibility determination, and administrative procedures to help achieve the best outcome during the next monitoring visit. The training will outline SHIP rule compliance, as well as options offered by Florida Housing Finance Corporation for addressing non-compliance issues.

47. Preparing for the SHIP Monitor, Part 3: This is the third of three webinars provided as replacement for the cancelled “Preparing for the SHIP Monitor” workshop that was to be held on May 21, 2020, in Tampa. In this third and final webinar participants will learn about budget reconciliation, annual reporting, and SHIP tracking documents that monitors will review. Additionally, presenters will discuss the local government monitoring responsibilities when working with

Nonprofit Sub Recipients & Sponsors and best practices for monitoring rental housing for SHIP compliance.

48. The Rehabilitation/Emergency Repair Process, Part 1: This is the first of three webinars provided as replacement for the cancelled Rehabilitation workshop that was to be held in April in West Palm Beach. The rehabilitation process requires housing administrators and their staff work with homeowners, contractors, building inspectors, local officials, and funders. Understanding each of these groups and learning to work with them helps to avoid some of the problems that are commonly encountered in rehabilitation programs. This webinar will focus on the rehabilitation process, program design, policies and procedures, staffing and partners.

49. The Rehabilitation/Emergency Repair Process, Part 2: This is the second of three webinars provided as replacement for the cancelled Rehabilitation workshop that was to be held in April in West Palm Beach. The rehabilitation process requires housing administrators and their staff work with homeowners, contractors, building inspectors, local officials, and funders. Understanding each of these groups and learning to work with them helps to avoid some of the problems that are commonly encountered in rehabilitation programs. This webinar will focus on the pre-bid process, the scope of work, and the inspection process.

50. The Rehabilitation/Emergency Repair Process, Part 3: This is the third of three webinars provided as replacement for the cancelled Rehabilitation workshop that was to be held in April in West Palm Beach. The rehabilitation process requires housing administrators and their staff work with homeowners, contractors, building inspectors, local officials, and funders. Understanding each of these groups and learning to work with them helps to avoid some of the problems that are commonly encountered in rehabilitation programs. This webinar will focus on change orders, finding qualified contractors, the importance of written agreements, recordkeeping, compliance, monitoring, and program pitfalls.

3. Deleting the following sub-items in Exhibit B, Item B., Regional Workshops:

2. Affordable Housing Funding Sources
2. [sic] Preparing for the SHIP Monitor
6. Pre- and Post-Disaster Recovery
9. April 2020 FCDA Conference Training

4. Deleting the fee table in Exhibit C and replacing it with the following:

**Affordable Housing Catalyst Program
Fees and Services for Contract Period of July 1, 2019 through June 30, 2020**

Category	Unit Cost	Unit Type	Units	Total
Telephone/Email TA	\$9,200	Month	12	110,400
Offsite TA	\$150	Hour	235	35,250
Offsite to help with New Annual Report	\$150	Hour	8	1,200
HHRP Training ¹	\$13,050	Training	1	13,050
Site Visits/Onsite TA	\$1,800	Day	20	36,000
Regional Workshops	\$7,000	Workshop	6	42,000
Local Workshops	\$5,250	Workshop	10	52,500
Stakeholder Group Events	\$2,500	Event	12	30,000
Off-site TA follow-up for participants of workshops, clinics, stakeholder group events and site visits	\$150	Hour	124	18,600
Webinars	\$2,000	Webinar	53	106,000
Publications ²	\$17,000	Publications	2	34,000
3-Day Conference Training	\$20,000	Conference	1	20,000
Printing for Conference and Trainings ³				1,000
Unallocated Reserve ⁴	TBD	TBD		0
Total				\$500,000

The remainder of Exhibit C remains the same.

C. General Terms and Conditions.

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

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

¹ Funds dedicated to communities in the Hurricane Michael-impacted counties receiving Hurricane Housing Recovery Program funding. This line item may be used for site visits, local workshops, and offsite TA.

² See Exhibit B, Item E.

³ To be used to print *The Credit Underwriting Guidebook* for the 'Building Capacity to Build: The Nonprofit as Affordable Housing Developer' symposium, and *The Florida Disaster Management Guide for Housing* for upcoming regional workshops, HHRP training, and stakeholder group events.

⁴ Funds in this category may be allocated to one or more of the above budget line items upon written mutual agreement of both parties.

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.

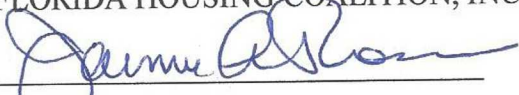
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable 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 014-2019, by a duly authorized representative, effective as of the Effective Date.

THE FLORIDA HOUSING COALITION, INC.


By: 

Name/Title: Jaime A. Ross, CEO

Date: 3/25/20

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 3-25-20

**CONTRACT FOR
AFFORDABLE HOUSING CATALYST PROGRAM SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
THE FLORIDA HOUSING COALITION, INC.**

This Contract for Affordable Housing Catalyst Program Services #014-2019 (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, Florida, 32301, and the FLORIDA HOUSING COALITION, INC. (Contractor), located at 1367 East Lafayette Street, Suite C, Tallahassee, Florida, 32301. This Contract shall become effective on July 1, 2019 (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the required services and offers to perform those services described in Exhibit A attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor 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 Contractor 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
Exhibit B, Deliverables
Exhibit C, Fee Schedule

B. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Contractor understands and agrees that all services under this Contract are to be performed solely by the Contractor, and may not be

subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for one year from July 1, 2019.

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 Contractor 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 Contractor 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 Contractor shall be compensated as described in the Fee Schedule attached hereto as Exhibit C.

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

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

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

7. The Contractor 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 Contractor.

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 Contractor or assign any future transaction to the Contractor 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 Contractor 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 Contractor 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 Contractor in

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

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

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

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

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

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

4. If Florida Housing provides a Cure Period and if the Contractor 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 (10th) day after the Contractor 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 Contractor 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 Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor 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 Contractor at the address set forth in Section J, Administration of Contract, herein.
2. The Contractor 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 Contractor shall be responsible for all costs arising from the resignation of the Contractor and the costs associated with the appointment of and transition to a successor Contractor.

J. ADMINISTRATION OF CONTRACT

1. Florida Housing's contract administrator for this Contract is:

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

2. Florida Housing's program contact for this Contract is:

Robert Dearduff
Special Programs Administrator & Local Government Liaison
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Robert.Dearduff@floridahousing.org
or the designated successor.

3. The Contractor's contract administrator for this Contract is:

Jaimie Ross
President/CEO
Florida Housing Coalition, Inc.
1367 E. Lafayette Street, Suite C
Tallahassee, Florida 32301
Phone: 850.878.4219
Cell: 850. 212.0587
E-mail: Ross@flhousing.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 administrator(s).

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Contractor 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 Contractor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor shall maintain files containing documentation to verify all compensation to the Contractor 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 Contractor in connection with this Contract. The Contractor 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 Contractor shall maintain these files for five 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-year period and extends beyond the expiration of the five-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 Contractor 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 Contractor under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Contractor.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor 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 Contractor 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. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Contractor does not carry stand-alone cyber liability coverage, the Contractor agrees to indemnify costs related

to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

3. The Contractor 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.

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

5. The Contractor 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 Contractor agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. The Contractor 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.

7. If the Contractor reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.

8. In the event of a breach of PII or other sensitive data, the Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor 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 Contractor'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 Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor 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 Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or assign any future transaction to the Contractor 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.

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IN WITNESS WHEREOF, the parties have executed this Contract Number 014-2019 each through a duly authorized representative, effective on July 1, 2019.

FLORIDA HOUSING COALITION

By: Jaimie A. Ross

Name/Title: Jaimie A Ross, President & CEO

Date: 7/1/2019

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh A. Brown

Name/Title: Hugh A. Brown / General Counsel

Date: 7-1-19

**EXHIBIT A
SCOPE OF WORK**

All items listed in this section are subject to funding availability for the Catalyst program.

A. Objectives

The work being procured shall include, but is not limited to, the following two general components: a training component and a technical support and assistance component. These are described individually below.

1. Training Component

The training component of the proposal shall be designed to build the housing development capacity of state and local governments, public housing authorities, not-for-profit and community-based organizations, as a permanent resource for the benefit of communities in this state related to affordable housing. Florida Housing contemplates that the training shall be delivered in workshops (local and regional) lasting for at least six hours; webinars lasting 1-2 hours; and stakeholder events lasting at least four hours. The scope of the training shall include, but is not limited to:

- a. Real estate development skills related to affordable housing and supportive housing including the construction process and property management and disposition;
- b. The development of public-private partnerships to reduce housing costs;
- c. Management and board responsibilities of community-based organizations;
- d. Administration of state and federal affordable housing programs;
- e. Workshops for program administrators and staff, onsite visits, guidance in achieving project completion, and a newsletter to community-based organizations and local governments; and
- f. Materials for self-instruction.

2. Technical Support and Assistance Component

The Contractor shall provide specialized technical assistance and support to local governments, not-for-profits and other qualified organizations to implement the HOME Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) Program, and other affordable housing programs. The Contractor's technical assistance staff shall have the capacity to respond to technical assistance needs as they arise during the contract year, and as identified by the Contractor or Florida Housing. Such technical support and assistance shall include, but is not limited to:

a. The formation of local and regional housing partnerships as a means of bringing together resources to provide affordable housing.

b. The implementation of regulatory reforms to reduce the risk and cost of developing affordable housing.

c. The implementation of affordable housing goals and strategies included in local government comprehensive plans.

d. Compliance with requirements of state and federally funded housing programs and implementation of reporting systems to monitor compliance and program accomplishments.

B. Scope of Services

The Contractor shall perform and render the services identified below as an independent contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as “Contractor and professional services” and shall include, but are not limited to, the provision of advice and assistance to Florida Housing in the following areas:

1. Technical Assistance Delivery

The Contractor shall deliver technical assistance to housing professionals, staff of city, county and state governments, public housing authorities, not-for-profit and community-based organizations and others who participate in the development of affordable housing. Delivery of technical assistance shall be in the form of workshops, clinics, telephone and e-mail technical assistance, on-site technical assistance, and webinars meeting the following criteria:

a. Local Workshops (formerly called Clinics)

i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct local workshops that have been requested by one or more local governments, not-for-profits, or community-based organizations. Such organizations must be involved with a local or regional affordable housing delivery process in coordination with agencies providing local government funds.

ii. Local workshops shall be customized to meet the individual needs of participants from a geographically proximate region and shall be typically limited to 25 participants. The training content may be a housing forum, or the commonly taught Income Qualification or New Staff training topics. Where possible, appropriate, and relevant, the Contractor shall extend an invitation to other regional interests to participate in the local workshops.

iii. Local workshops shall be held on weekdays (i.e., Monday through Friday).

iv. The training shall consist of lectures, discussions, handouts, and other relevant information covering the local workshop topic.

v. The Contractor shall consult with and obtain prior approval from Florida Housing in determining final workshop content, training schedule, training duration and workshop locations.

vi. The Contractor shall be responsible for scheduling all workshop meeting rooms and speakers, and any payment associated therewith.

vii. The Contractor shall be responsible for the registration of all local workshop participants.

b. Regional Workshops (formerly called Regional Seminars)

i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct regional workshops that have been requested by one or more local governments, not-for-profits, or community-based organizations. Unlike most local workshops, the regional workshops often involve more than one trainer and participants from more than one local government. The training topic is often a full day and may be a previously offered course.

ii. Regional workshops shall be customized to meet the individual needs of attendees from a geographically proximate region and shall typically have 30 or more participants. Where possible, appropriate, and relevant, the Contractor shall extend an invitation to other regional interests to participate in the regional workshops.

iii. The Contractor shall be responsible for the same tasks for regional workshops as are set forth in Section B.1.a. above for local workshops.

c. Stakeholder Group Events

i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct stakeholder group events that have been requested by a local government, not-for-profit, or community-based organization. Stakeholder group events may include gatherings such as housing forums, training summits, conferences, community capacity building events, or training opportunities.

ii. Stakeholder group events shall be customized to meet the individual needs of participants. This training is typically presented to a group of 30 or more and is often less than a full day. Where possible, appropriate, and relevant, the Contractor shall extend an invitation to other regional interests to participate in the event.

iii. The training shall consist of lectures, discussions, handouts, and other relevant information covering the training topic.

iv. The Contractor shall consult with and obtain prior approval from Florida Housing in determining final training content and schedule.

d. Telephone and E-mail Technical Assistance

i. The Contractor shall provide telephone and e-mail technical assistance through the installation and operation of a Florida toll-free telephone line to be used solely for the purpose of providing technical assistance under the Affordable Housing Catalyst Program.

ii. Telephone calls shall be answered within 24 hours by a knowledgeable member of the Contractor's technical assistance team. The telephone line will be staff during the business day from 9:00 am to 5:00 pm, Eastern Time, Monday through Friday, excluding observed holidays or on an adjusted schedule agreed to by Florida Housing due to budget limitations.

iii. All costs associated with the installation, staffing and maintenance of the toll-free line shall be paid for by the Contractor.

iv. The Contractor shall establish an e-mail address(es) to receive incoming messages. E-mail inquiries must be responded to within one business day or on an adjusted schedule agreed to by Florida Housing due to budget limitations.

e. On-site Technical Assistance

i. The Contractor shall be available to provide on-site technical assistance to local governments, not-for-profits, community-based organizations or other entities that receive SHIP, HOME, or other affordable housing program funds.

ii. Upon receipt of a request for on-site technical assistance, the Contractor shall submit a written request to Florida Housing for approval. The request shall identify who will be receiving technical assistance, the reason a technical assistance visit is needed, any problem areas, estimated length of time needed for the on-site visit, and any previously conducted site visits.

iii. Technical assistance on-site visits shall last up to six hours, depending upon the needs and desires of the technical assistance client. In instances where six hours is inadequate to address an organization's needs, the contractor shall propose a longer time frame for assistance. In instances where more than 12 hours of assistance is anticipated, the Contractor shall develop and submit a technical plan for assistance (TPA) for the organization. The TPA shall be submitted in addition to the on-site technical assistance request form described in sub-item i., above. This plan will address the subject areas in which the organization needs assistance and will outline the actions that will be taken to improve the organization's performance in those areas.

iv. After each on-site technical assistance visit, the Contractor shall submit a written report to Florida Housing in an acceptable format.

v. All costs associated with the on-site visit must be paid for by the Contractor including: salaries, materials, preparation and research time to deliver the technical assistance to the customer and all travel related expenditures.

f. Webinars

i. The Contractor will conduct webinars specifically designed for housing professionals, local governments, housing advocates, state agencies, not-for-profits public housing authorities, and community based organizations that participate in the development of affordable housing. Instructors for webinars must be knowledgeable in the subject matter and have experience in the development of affordable housing.

ii. Webinar topics, dates shall be established by Florida Housing and the Contractor at least 15 days prior to the webinar date.

iii. The Contractor must consult with and obtain prior approval from Florida Housing in determining final webinar content, training schedule, and training duration.

iv. The Contractor will be responsible for the registration of all webinar participants.

g. Off-site Technical Assistance

i. The Contractor will be available to provide off-site technical assistance to local governments, not-for-profits, community-based organizations or other entities that receive SHIP, HOME or other affordable housing program funds.

ii. Upon receipt of a request for off-site technical assistance, the Contractor will submit a written request to Florida Housing for approval. The request shall identify who will be receiving technical assistance, the reason technical assistance is needed, any problem areas, estimated length of time needed, and any previously conducted site visits. Off-site technical assistance provided as a follow-up to participants of an approved workshop, clinic, stakeholder event or site visit are considered pre-approved and will be reported as part of the monthly report.

iii. Off-site technical assistance shall be documented as part of the monthly report from the Contractor.

2. Instructional Materials

The Contractor must furnish all instructional materials for all workshops, webinars and clinics at its own expense. This shall include, but not be limited to: course outlines; transparencies/charts/graphs used for classroom instruction; manuals and/or resource materials

approved by Florida Housing; any transportation associated with workshop site tours for the instructors and workshop participants; audio/visual equipment or other equipment necessary to present materials for instructional training and workshop delivery; and any computers/software needed for workshop participants.

3. Workshop Speakers

The Contractor shall ensure that all workshop, webinar and clinic speakers possess the knowledge, skills and expertise in the designated topic area. Upon request from Florida Housing, the Contractor will arrange for a meeting between any new staff members working under this contract and appropriate Florida Housing staff at no cost to Florida Housing.

4. Catalyst Marketing - Materials and Activities

a. The Contractor shall market all workshops, webinars, and clinics statewide. Marketing materials must meet the following criteria:

i. The Florida Housing logo, sponsorship information, training session content, dates, times and locations must be prominently displayed on all written marketing materials.

ii. Marketing materials for workshops, webinars and clinics will be distributed at least 30 days prior to any workshop or clinic, unless otherwise approved by Florida Housing. Materials shall be distributed to local governments participating in the SHIP and/or HOME Programs, not-for-profit corporations which produce or desire to produce affordable housing, public housing authorities, and other interested parties. The information shall also be posted on a website maintained by the Contractor which will be linked to the Florida Housing website.

b. Two weeks prior to each workshop and clinic, the Contractor will mail or e-mail information to each registered participant to include: registration confirmation, workshop or clinic location, map directions, designated parking areas, lodging information and an agenda for the workshop or clinic which includes the names of the speakers and the topics to be addressed.

c. The Contractor shall also market workshop, webinar or clinic information through the newsletters of related organizations, such as Florida Community Development Association, Florida League of Cities, Florida Association of Counties, Florida Homebuilders Association, Florida American Planning Association, Regional Planning Councils, Florida Association of Housing and Redevelopment Officials, Florida Association of Homes and Services for the Aging, and other appropriate organizations, but shall not be required to purchase paid advertising in these newsletters.

d. The Contractor must provide copies of written materials that discuss the Catalyst Program for review and comment by Florida Housing prior to printing and distribution in any brochure, newsletter or publication produced for the purpose of this contract. This

material must state that the services the Contractor performs for the Affordable Housing Catalyst Program are made possible through the Florida Housing Finance Corporation.

- e. The Contractor will maintain a web site containing the following information:
 - i. Technical assistance listing of workshops by date and location;
 - ii. Contact information for purposes of registration;
 - iii. Course descriptions and agendas; and
 - iv. Training manuals, PowerPoint presentations, webinars and videos contracted under and paid for through this Contract.

5. Technical Assistance Log

The Contractor must maintain a monthly technical assistance log in a format acceptable to Florida Housing. This log will contain statistical information on the number of on-site technical assistance visits conducted, number of telephone calls received on the toll-free telephone line, number of workshops and clinics conducted, and the total number of clients served.

6. Monthly Report

As part of each monthly report, the Contractor will provide actual and estimated charges to date and a current record of expenditures and estimated expenditures in a format acceptable to and approved by Florida Housing.

7. Meetings and Conferences

The Contractor shall be available upon reasonable notice to attend and conduct meetings on behalf of Florida Housing, as directed in writing by Florida Housing, to further the development of affordable housing. Meetings may be held in Tallahassee or other designated locations in Florida. Meetings conducted or attended on behalf of Florida Housing may be counted as a technical assistance on-site visit.

8. Evaluations

- a. Workshops, Webinars and Clinics

For each workshop and clinic, the Contractor shall distribute an evaluation form, acceptable to Florida Housing, to all those participating in the workshop, webinar or clinic. The Contractor will submit the completed evaluation forms to Florida Housing with the monthly report.

b. On-site Technical Assistance

For each on-site technical assistance visit, the Contractor will distribute an on-site evaluation form, acceptable to Florida Housing, to the client receiving the on-site technical assistance. The Contractor shall instruct the client to complete the form, and then mail or e-mail the evaluation to Florida Housing.

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EXHIBIT B DELIVERABLES

The following is a detailed list with descriptions of deliverables. Florida Housing may add new topics or require multiple topics to be condensed into one event if needed. All deliverables will be approved by Florida Housing prior to scheduling.

A. Webinars

1. Introduction to the New Annual Report System: Provides guidance on proper preparation of the SHIP annual report. Presenters will discuss the updated tracking spreadsheet for collecting data designed to be directly uploaded to an update online annual report website, which will reduce reporting activities. Participants will learn how these changes remove all requirements to report on the second interim SHIP allocation and eliminate almost all reporting for the first interim SHIP allocation.
2. Introduction to the New Annual Report System (repeat): Provides guidance on proper preparation of the SHIP annual report. The presenters will discuss the updated tracking spreadsheet for collecting data designed to be directly uploaded to an update online annual report website, which will reduce reporting activities. Participants will learn how these changes remove all requirements to report on the second interim SHIP allocation and eliminate almost all reporting for the first interim SHIP allocation.
3. Pre- and Post-Disaster Recovery with SHIP: This webinar will be presented in coordination with staff from the Florida Division of Emergency Management, who will detail new construction and rehabilitation features that strengthen a home against damage from future disasters, and address the valuable contribution of the SHIP program in responding to past disasters. Participants will learn to identify community partners who are preparing for disasters and organizing to respond when the time comes, and how to 'tune up' their SHIP disaster response strategy. Key topics will include the Local Mitigation Strategy and Voluntary Organizations Active in Disasters.
4. LHAP Strategy Design and Amendments: Provides guidance on new strategies, amendments, and the considerations of what should be included when updating or changing the LHAP, and will offer instructions on making updates to the Housing Delivery Goals Chart or other LHAP Exhibits. Participants will learn how to write a SHIP strategy that is clear, concise and complies with all requirements, and hear about best practices to ensure quick approval of their new or updated strategies.
5. Roles and Responsibilities of the AHAC: An Affordable Housing Advisory Committee (AHAC) report is required triennially from each SHIP local government that receives more than the minimum allocation of \$350,000. This webinar introduces housing incentives based on regulatory reform, and is designed to specifically assist staff who must immediately begin AHAC work. Participants will

learn about the statutory requirements and deadlines entailed in assembling a committee and provide assistance with writing a report to be presented to City or County Commissioners. The presenters will provide guidance on specific incentive strategies that must be considered and will offer other best practices to encourage policy discussions.

6. Affordable Housing Funding Sources Part 1: This training is designed for SHIP administrators, other local government housing staff, and nonprofit organizations. It provides an overview of funding for SHIP, Community Development Block Grant Program (CDBG), HOME, State Housing Initiative Housing Partnership (SAIL), and Low Income Housing Tax Credit (LIHTC) Programs. Presenters will provide an overview of where these sources come from, how they are allocated, the allowable uses, and the process to obtain them.

7. Affordable Housing Funding Sources Part 2: An overview of Housing Opportunities for Persons with AIDS (HOPWA), Emergency Solutions Grant (ESG), and the United States Department of Housing and Urban Development's (HUD) Continuum of Care (CoC) Program. Participants will build on part 1 knowledge and consider how these funds from the United State Department of Agriculture, Community Development Financial Institutions, and the Federal Home Loan Bank could be leveraged in different scenarios.

8. Working with nonprofits, sponsors and subrecipients: Several SHIP communities outsource implementation of one or more of their strategies. Participants will learn what types of groups may serve as sponsors and subrecipients and hear firsthand from the staff of groups that provide SHIP services. The presenters will highlight key examples of how SHIP work is effectively outsourced, addressing details of LHAP selection criteria and suggested language for a Request for Proposals. The webinar will also address details in a subrecipient agreement, the elements of monitoring, and effective communication.

9. Income Certification for SHIP Applicants Part 1: This is the first in a two-part webinar series providing an overview of the income qualification process for SHIP applicants, designed for those who process applications for SHIP assistance and their supervisors. This session covers the process of application intake and income verification, and the presenter will address critical eligibility activities, including determining household size.

10. Income Certification for SHIP Applicants Part 2: The second part of this webinar series addresses asset verification, calculation of asset income, certification and case approval, file management, compliance and critical eligibility activities, including income calculation and income inclusions/exclusions. Participants will learn how to compute anticipated annual household income and complete the certification form and award letter.

11. Financing and Monitoring Rental Housing with SHIP: Addresses the principles behind developing/financing affordable rental housing, including the challenges and opportunities of both new construction and rehabilitation. The presenters will discuss tax credit deals from a SHIP perspective to help participants understand the local government obligation for monitoring.

12. New Construction Strategies and Partnerships: Participants will learn how to solicit sponsors and developers, structure their programs, develop effective agreements, and outline responsibilities to comply with SHIP program requirements. The presenters will examine sample construction strategies to highlight options for the terms of assistance and for selecting eligible buyers.

13. The Credit Underwriting Process for Affordable Housing: Presenters will help de-mystify the underwriting process and provide guidance that begins in the pre-development phase through the closing process. Participants will receive step by step instruction about third-party analyses and the documentation that will be required throughout the underwriting process. This training will also include information from FHFC Credit Underwriting service providers and address both timeframes and sequencing.

14. Innovative Affordable Housing Building Methods: This webinar will survey innovative housing building methods and approaches, and participants will learn about alternative approaches to block and stick built housing. Presenters will provide examples of each approach and discuss the population they serve with attention on affordability, hurricane resistance, and other properties. This training is designed for SHIP administrators and other Housing staff, along with planners, and nonprofit developers.

15. Offering SHIP Housing Education and Counseling: SHIP administrators may benefit from establishing many local partnerships. In the first webinar of this two-part series, SHIP administrators will learn how to partner with HUD-approved counseling agencies to provide education and one-on-one assistance to the SHIP eligible households who want SHIP purchase assistance, and provide an overview of available housing counseling resources. The following activities will also be discussed: helping households find a home to buy, locating an affordable rental, and maintaining homes.

16. Successfully Implementing Counseling Assistance: The second and final webinar in this series will address how HUD-approved counseling agencies may provide SHIP-eligible applicants with post-purchase education, foreclosure prevention classes, and one-on-one counseling. The presenters will discuss the process of selecting and contracting with a counseling agency and address HUD's Counseling Notice of Funding Availability (NOFA) and examination for certifying individual counselors.

17. Accessory Dwelling Units Providing Affordable Housing: This course offers information about an affordable housing approach supported by the Florida Legislature that few local jurisdictions are implementing. An accessory dwelling unit (ADU), a residential unit that is secondary to the primary residence of the homeowner, can be a powerful tool for providing affordable rental housing and promoting smart growth. The presenters will explain how to develop ADUs as infill units built where there is existing infrastructure to make greater use of the already developed land. Alternative housing models including tiny homes and re-purposed shipping containers will also be addressed.

18. Managing a Successful Purchase Assistance Program Part 1: This training is for local government housing staff and their community partners interested in developing, implementing, and managing a successful purchase assistance strategy. The first session of a two-part webinar will detail aspects of the process, including the application and homebuyer education class. The presenters will offer a review of the mortgage application process, and outline the benefits of working with housing counseling agencies.

19. Managing a Successful Purchase Assistance Program Part 2: Presenters will offer guidance on how to create long-term partnerships with developers, lenders, and Realtors. Attendees will learn what factors to consider for program implementation, including how to plan for continued affordability and how to adjust programs based on changes in the housing market. The presenters will offer key policy considerations about who to assist with how much subsidy.

20. Affordable Housing Innovations in HB 7103: Presenters will explain the statutory guidelines included in recent legislation for adopting inclusionary ordinances. Participants will learn about the timeline for issuing permits in the context of expedited permitting for affordable housing and will receive guidance on waiver of impact fees for affordable housing.

21. Using SHIP to Address Homelessness: This webinar showcases SHIP jurisdictions that have implemented a Rapid Re-Housing SHIP strategy in coordination with their Homeless Continuum of Care agencies and other community partners. Presenters will compare and contrast rent assistance programs for applicants who are homeless, review how to form successful homeless-related regional partnerships, and examine cross-system collaborations between SHIP offices and Homeless Continuums of Care that resulted in pooling SHIP funds, increasing housing resources within the homeless system. Participants will learn to identify support funds beyond the initial SHIP investment and address the logistics of layering several sources of subsidy to create the most positive impact for their community.

22. Creating a Paperless SHIP Program: Presenters from SHIP offices currently using Neighborly or similar software will describe the benefits of electronically tracking cases and documentation related to affordable housing

programs, and will address how to comply with the State of Florida record retention laws for attendees planning to go paperless.

23. SHIP File Documentation Part 1: This webinar focuses on what documents are required for SHIP program files by regulatory and statutory requirements, discusses additional documentation requirements imposed by the local government in the LHAP and their written policies and procedures, what documents are not required, and best practices for both program file and record retention requirements.

24. SHIP File Documentation Part 2: This second session of a two-part webinar series focuses on properly documenting program expenditures, best practices for reconciliation of program expenditures with the finance department, and documenting/tracking compliance with the SHIP program set-aside requirements using the SHIP tracking spreadsheet. The presenters will also review proper documentation for meeting required deadlines and best practices for long-term record retention requirements.

25. Tracking SHIP Funds, Set-Aside Compliance and Deadlines: This training focuses on the upfront work needed to ensure that SHIP funds are expended in a manner that fully complies with SHIP rules. The presenters will discuss a timeline that helps attendees keep up with the expenditure/encumbrance deadlines and participants will learn details about complying with the income, homeownership, construction, special needs, and mobile home set-aside requirements in order to create annual reports.

26. Determining if a Permanent Affordability Strategy is Right for Your Community: This webinar will answer the question: 'Is a community land trust or other shared-equity program right for my community, and if so, where should we begin?' The presenters will discuss factors to consider when making the decision to use this tool to revitalize neighborhoods and build racially-integrated communities. Participants will learn shared-equity programs benefit homebuyers and renters as well as the community. Key topics include the impact local housing market conditions have on shared-equity programs, options for implementing a shared-equity program, and the best way to structure the program.

B. Regional Workshops

1. LHAP Preparation and Strategy Design: This workshop addresses the fundamentals of implementing the LHAP as required by SHIP and is strongly recommended for staff with LHAPs due in 2020. It focuses on requirements for completing the plan and assessing what improvements will benefit a local government's housing strategies, and the guidance from this workshop will help SHIP administrators adjust, adapt, and be successful with the LHAP submittal and approval process. Participants will learn about new plan requirements and hear details about the latest plans that Florida Housing's review committee has accepted or sent back for revisions, how to prepare the AHAC Report, and about tuning up housing strategies

in a changing market. The presenters will advise participants how to write a SHIP Local Housing Assistance Plan (LHAP) that is clear, concise, and complies with all requirements; highlight details in the updated LHAP template; and offer instructions on properly completing the Housing Delivery Goals Chart.

2. Affordable Housing Funding Sources: This workshop is an introduction to federal and state affordable housing funding sources, including SHIP, SAIL, CDBG, HOME, HOPWA, Emergency Solutions Grant (ESG), HUD CoC, and LIHTC. Presenters will provide an overview of the source of the federal and state funds; how the funds are awarded, allocated and distributed; their allowable uses; and include detail on both development financing and Florida Housing's RFA process. Participants will discuss methods to increase funding for affordable housing on the local level and strategies to encourage the development of affordable housing.

2. Preparing for the SHIP Monitor: This workshop will report results from an analysis of recent monitoring reports to help prepare attendees for compliance reviews by outlining SHIP rule compliance as well as Florida Housing options for addressing non-compliance by using diagnostic exercises and group activities.

3. SHIP Program Administration: This training is designed to help those with five years or less of SHIP experience with fundamental program activities by addressing the primary responsibilities of SHIP program implementation. It focuses on improving the application process, establishing quality control for the qualification process, and assisting with other aspects of daily SHIP administration. Key topics will include an overview of SHIP requirements and training resources, the eligibility determination process, maintaining SHIP files, and tracking encumbrances/expenditures.

4. Financing and Monitoring Rental Housing with SHIP: This workshop addresses the principles behind developing/financing affordable rental housing. Challenges and opportunities of both new construction and rehabilitation will be covered, in addition to both small, scattered site deals and large-scale developments. Participants will learn what SHIP requires for ongoing monitoring of assisted rental units, and presenters will discuss tax credit deals from a SHIP perspective to help participants understand the local government obligation for monitoring. Key topics include understanding the market, sources and uses, and calculating affordability.

5. The Rehabilitation/Emergency Repair Process: The rehabilitation process requires housing administrators and their staff to work with homeowners, contractors, building inspectors, local officials and funders. Understanding each of these groups and learning to work with them helps to avoid some of the problems that are commonly encountered in rehabilitation programs. This workshop will walk through the steps involved in the rehabilitation program process, address weaknesses in rehabilitation programs and best practices to improve programs.

6. Pre- and Post-Disaster Recovery (DR) with SHIP: This workshop describes the leadership and coordinator responsibilities of public-sector housing providers as they interact with external emergency operations and planning functions that take place at the county and municipal levels. The presenters will address how SHIP-DR and other funding sources that may contribute to disaster recovery. Topics include disaster-related documentation required, avoiding duplication of benefits, disaster-related repair considerations, and using SHIP with CDBG-DR. Presenters will include local government staff who will discuss their recovery work from past disasters. The presentations and group exercises will reference the Housing Coalition's new publication, "Florida Disaster Management Guide for Housing".

7. Shared Equity and Permanent Affordability: This workshop will explain shared equity programs, and how incorporating shared equity provisions into SHIP strategies can more effectively expand and preserve the affordable housing stock. The philosophy, mechanics, and best practices for shared equity programs with emphasis on permanent affordability using community land trusts will be covered. Presenters will address key topics such as resale restrictions, local government disposition of surplus lands, lending for shared equity programs, and recordkeeping. Participants will also learn about Fannie Mae and Freddie Mac's Duty to Serve Rule, which applies to shared equity affordable housing.

8. Housing Funding Training for Finance Department Staff: This training is designed for Finance Department Staff to address topics related to housing programs. It will help city and county finance staff work successfully with SHIP, HOME and CDBG staff. Presenters will highlight several best practices for financial management, and will offer guidance to ensure compliance with SHIP tracking and annual reporting rules, along with CDBG and HOME regulatory requirements. Participants will receive tips for working with housing staff as they reconcile their financial tracking with the general ledger. Key topics include SHIP Program Tracking, CDBG/HOME Regulatory Requirements, Reconciling with the General Ledger, and Reporting for SHIP.

9. April 2020 FCDA Conference Training: The Florida Community Development Association (FCDA) has requested that the Housing Coalition provide several trainings at its annual conference on topical subjects related to SHIP and federal housing programs. Examples of possible topics include Successfully Completing the SHIP Report, Prepare for Program Monitoring, Pre- and Post-Disaster Recovery Assistance Programs, Local government's Role in Promoting Fair Housing, and Planning for Success: Preserving Housing Affordability in Redevelopment Areas. The actual topics will be determined by the Contractor and approved by Florida Housing.

C. Local Workshops

Local workshops that pertain to a topic of interest/need may be requested by one or more local governments, not-for-profits, or community-based organizations. The training

consists of lecture, discussions, handouts, and other relevant information covering the requested topic. Examples of this form of training include local housing forums, Income Qualification classes, and new staff SHIP Orientation training.

D. Stakeholder Group Events

Stakeholder group events may include gatherings such as housing forums, training summits, conferences, community capacity building events, or training opportunities. Affordable housing has risen to a top priority for both the public and private sector, and local governments, community partners, chambers of commerce, and nonprofits assemble events and request training. Stakeholder group events may also include presentations to local elected bodies, commissions and councils.

Elected officials, planning staff, SHIP Administrators, and affordable housing developers may request training to educate on a variety of issues ranging from confusion or opposition to an affordable housing ordinance or incentive, NIMBY issues, or SHIP program basics. Such presentations will involve preparation, including interviews with key parties and reading comp plans, proposed ordinances, and minutes from prior meetings.

E. Publications

1. Affordable Housing Funding Sources - \$17,000:

Groups forming new housing nonprofits and developers who are new to affordable housing development often ask for a written guide of housing funding, and a desk reference is also in demand from lenders, Realtors, nonprofit staff, and SHIP administrators.

This guide to affordable housing funding features Florida Housing Finance Corporation's programs along with funding from other sources, including but not limited to SHIP, SAIL, LIHTC, HOME, CDBG, HOPWA, ESG, and CoC funding and serves to complement the funding sources workshop offered over the last three years. Like the corresponding workshop, the written guide provides an overview of where these funding sources come from, how they are awarded, allocated and distributed, and their allowable uses. It will also address how funds may be leveraged to provide a variety of housing options and assistance.

The development of this guidebook will begin with two funding sources that are particularly time sensitive and will ultimately be combined with the more comprehensive funding sources to complete the publication. The first and second components that will be created are:

- a. A guide to the Hurricane Housing Recovery Program and other FHFC disaster resources, including the newly announced homeownership program of the Hurricane Michael-impacted counties; and

b. An introduction to Opportunity Zones as a source of affordable housing development financing, to be available before December 2019 so that the maximum benefit may be derived from this new program.

These initial publications will be incorporated in the larger overall funding sources guide, to be completed by June 2020.

2. Creating a Local Disaster Housing Strategy - \$17,000:

This guide will focus on creating disaster housing plans required for successful recipients of federal Emergency Management Performance Grants, which is an activity that will involve SHIP staff, local emergency operations staff, planners, volunteer agencies and other community partners. The guide's development will begin with topics that are most time sensitive and will ultimately be combined with a more comprehensive disaster publication. This deliverable will be submitted to Florida Housing in two component parts:

a. First component: This component, due September 30, 2019, will address disaster preparation with a step-by-step checklist and disaster toolkit, which will aid local government housing administrators and planners. Additionally, the first component will address the timeline of housing recovery with the goals of shortening the duration of temporary housing and getting homeowners back into their homes by making them habitable; how SHIP, FEMA's rapid repair initiative, and other programs play a role in speedy temporary repairs to achieve habitability; how VOAD volunteer responders muck and gut homes as part of early response; and how within 60 to 90 days after a disaster, homes are ready to be repaired. Additional topics include:

- A summary of the Hurricane Housing Recovery Program and other FHFC disaster resources focused on recovery in Hurricane Michael-impacted counties.
- The connection between opportunity zones and disaster recovery.

F. Final component: The second component will be incorporated into the larger overall guide due December 31, 2019. Topics will include:

- i. Housing and Emergency Management meetings: navigating jargon, deadlines and program goals;
- ii. A disaster housing plan template suitable for emergency management and SHIP administrators;
- iii. Case management process from initial FEMA registration to permanent housing provision whether rental or ownership;
- iv. Addressing housing needs for special needs households; and
- v. The role of Community Land Trusts in long-term disaster housing recovery.

**EXHIBIT C
FEES**

Affordable Housing Catalyst Program

Fees and Services for Contract Period of July 1, 2019 through June 30, 2020

Category	Unit Cost	Unit Type	Units	Total
Telephone/Email TA	\$9,200	Month	12	\$110,400
Offsite TA	\$150	Hour	80	\$12,000
Offsite to help with New Annual Report	\$150	Hour	8	\$1,200
HHRP Training ¹	\$13,050	Training	1	\$13,050
Site Visits/Onsite TA	\$1,800	Day	21	\$37,800
Regional Workshops	\$7,000	Workshop	10	\$70,000
Local Workshops	\$5,250	Workshop	17	\$89,250
Stakeholder Group Events	\$2,500	Event	13	\$32,500
Off-site TA follow-up for participants of workshops, clinics, stakeholder group events and site visits	\$150	Hour	162	\$24,300
Webinars	\$2,000	Webinar	26	\$52,000
Publications ²	\$17,000	Publications	2	\$34,000
3-Day Conference Training	\$20,000	Conference	1	\$20,000
Printing for Conference and Trainings ³				\$3,000
Unallocated Reserve ⁴	TBD	TBD	TBD	\$500
Total				\$500,000

NOTES:

A. The contract line item and total amounts approved are to be considered “up to” amounts. Florida Housing is under no obligation to expend the entire contract amount.

B. All budget items under workshops, clinics, webinars and onsite TA are subject to approval prior to each event.

¹ Funds dedicated to communities in the Hurricane Michael-impacted counties receiving Hurricane Housing Recovery Program funding. This line item may be used for site visits, local workshops, and offsite TA.

² See Exhibit B, Item E.

³ To be used to print *The Credit Underwriting Guidebook* for the ‘Building Capacity to Build: The Nonprofit as Affordable Housing Developer’ symposium, and *The Florida Disaster Management Guide for Housing* for upcoming regional workshops, HHRP training, and stakeholder group events.

⁴ Funds in this category may be allocated to one or more of the above budget line items upon written mutual agreement of both parties.

C. Subject matter for all workshops, clinics, and webinars are subject to review and approval from Florida Housing prior to scheduling.

D. All published materials are subject to pre-approval by Florida Housing. This includes approving credentials of writers and contributors, printing costs which are verified by estimates/invoicing from a printer, and any other associated costs.

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