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 #014-2020 (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. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (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, Fees

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. 8.

C. TERM OF CONTRACT

The term of this Contract shall be for one year from the Effective Date.

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 1, 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.  
1311 N. Paul Russell Rd., B-201  
Tallahassee, Florida 32301  
Phone: 850.878.4219  
Cell: 850.212.0587  
E-mail: Ross@fhousing.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 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.

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.

6. The Contractor understands and agrees to comply with the provisions set forth in Section 488.095, 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 014-2020 each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COALITION, INC.
By: [Signature]
Name/Title: Jeanne Ross/CEO
Date: 7/19/2020
FEIN: 59883836

FLORIDA HOUSING FINANCE CORPORATION
By: [Signature]
Name/Title: Hugh R. Brown/General Counsel
Date: 7-20-20
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 will be designed to build the housing development capacity of state and local governments, public housing authorities, not-for-profits, and community-based organizations, as a permanent resource for the benefit of communities in this state related to affordable housing. The training shall be delivered in workshops (local and regional) lasting for at least six hours and webinars lasting 1-2 hours. The scope of the training shall include, but is not limited to:

i. Real estate development skills related to affordable housing and supportive housing including the construction process and property management and disposition;

ii. Development of public-private partnerships to reduce housing costs;

iii. Management and board responsibilities of community-based organizations;

iv. Administration of state and federal affordable housing programs;

v. Workshops for program administrators and staff, onsite visits, guidance in achieving project completion, and a newsletter for community-based organizations and local governments; and


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 Coronavirus Relief Funds (CRF), 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:

i. The formation of local and regional housing partnerships as a means of bringing together resources to provide affordable housing;
ii. The implementation of regulatory reforms to reduce the risk and cost of developing affordable housing;

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

iv. Compliance with requirements of state and federally funded housing programs; and

v. 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

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. 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 prepared according to the request of those seeking the training. 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.

c. 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 staffed during the business day from 9:00 am to 5:00 pm, Eastern Time, Monday through Friday, excluding observed holidays and the FHC annual conference 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.

d. 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 CRF, 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.

e. 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.
Webinars that contain subject matter related to Florida Housing programs or related issues are subject to review by Florida Housing subject matter experts.

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

f. 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 CRF, 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 CRF, 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 regional or local workshop, 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 stakeholder group event 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 website 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.


As part of each monthly report, the Contractor will provide an invoice of charges for the month and a tracking record of expenditures for the contract year in a format acceptable to and approved by Florida Housing.

7. Meetings and Conferences

Notwithstanding the language in Item B. above, 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 conducted or attended on behalf of Florida Housing may be billed 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. All items listed in this section are subject to funding availability.

A. New Webinars for the Catalyst Program

1. Comprehensive Overview of SAIL: The State Apartment Incentive Loan Program, created by the State of Florida, has been a national model for providing gap financing for affordable apartments since it was created over 30 years ago. This training will explain how the program works in conjunction with bonds and other funding and within the framework of developing or rehabilitating affordable rental housing, what type of projects are eligible for SAIL funding, how application is made, and what to expect after receiving SAIL funding. Also included will be an explanation of the set-asides in the SAIL program, including the newly created set-aside for youth aging out of foster care.

2. Adjustments to your SHIP Program in 20/21: Florida’s SHIP network demonstrated an ability to quickly respond to COVID-19; more of the same is needed to ramp up SHIP programs in response to full funding and a variety of legislative changes that, at a minimum, will affect the way intake and reporting is done. This webinar provides an overview of the housing provisions in HB 1339 (2020). Presenters will discuss new SHIP requirements, including increased responsibilities for the Affordable Housing Advisory Committee (AHAC). This training will also discuss options for staffing and implementing a fully funded SHIP program.

3. Using Surplus Lands for Affordable Housing: There is a wide disparity between how local governments are implementing the surplus lands law. This training will provide best practices to local governments, nonprofits, and local advocates to improve the local process for disposing of surplus lands for the benefit of affordable housing.

4. SHIP Rental Assistance After the State of Emergency: SHIP may provide rent assistance in blue sky times as well as after a disaster. This training distinguishes the main differences between the two, including selecting and prioritizing eligible beneficiaries, and income determination because regular rent assistance does not allow for self-certification. Participants will learn about SHIP rent policy for rent deposits, rent subsidies, eviction prevention, and disaster assistance. Presenters will address a variety of rent assistance resources to help participants identify when it is most effective to use SHIP. Learn how to determine the portion of SHIP funds that may be available for a rental assistance strategy before and in response to a disaster.
5. **Getting Rapid Rehousing Right:** Rapid Re-Housing is designed to get people experiencing homelessness into permanent housing quickly and then provide support to help the household stabilize. This webinar provides an overview of what makes a successful Rapid Re-Housing program no matter what funding source the program is using. This webinar goes beyond the funding piece and looks at housing navigation, financial assistance, and support services. Funding sources such as federal block and formula grants, state grants, SHIP, and local funding will be reviewed to include some of their most common eligibility and recordkeeping criteria.

6. **Do not Close the Doors - Survive and Thrive:** This webinar is designed to help nonprofits with fund raising and will feature presenters from both St. Johns Housing Partnership and Keystone Challenge Fund. This training will help those interested in building their nonprofit organizational capacity and sustainability, including executive directors, senior staff, board members, and local government staff working with nonprofits. It will also help participants identify what factors can boost nonprofit performance, by addressing topics such as staffing and strategic planning. Participants will learn how to evaluate a nonprofit’s financial strength by examining the documents that must be reviewed.

7. **Changes to the SHIP Annual Report:** HB 1339 (2020) will require SHIP Administrators to include additional information on the SHIP annual report and institute new tracking of applications. This training will provide guidance on the new requirements and best practices for tracking required annual report data.

8. **Preparing your Housing Program for Hurricane Season:** All housing staff should help housing assistance recipients prepare for the hurricane season. This training will be offered in May 2021 and will include a summary of topics addressed at the Governor’s Hurricane Conference. The training will also address year-round housing mitigation techniques to strengthen homes in preparation for future disasters, including guidance from Enterprise Community Partners’ publication ‘Keep Safe.’

**B. New Webinars for the Coronavirus Relief Fund (CFR) Program**

The State of Florida has been awarded funding through the Coronavirus Aid, Relief and Economic Security (CARES) Act Relief Funds for rental and mortgage assistance for Florida families that have been negatively impacted by the COVID-19 pandemic. A pool of $120 million will be released to SHIP eligible local governments based on a county’s reemployment assistance rate for the determined disbursement period. These funds will be used for rental and homeowner assistance programs such as new construction, rehabilitation, mortgage buydowns, down payment and closing cost assistance, emergency repairs and homeownership counseling for individuals impacted by COVID-19.

A series of ten new webinars will cover related program topics as approved by FHFC including:

1. An introduction to CRF funds (2);
2. Awards to local governments and the eligible use of funds;
3. Determining strategies and activities for the use of CRF funds (2);
4. Tracking and reporting CRF funds;
5. Working with subrecipient to expend CRF funds;
6. Documenting client eligibility using CRF funds (2); and
7. Program compliance and best practices and other related topics.

C. Existing Webinars

1. Preparing and Submitting the SHIP Annual Report: Presenters will guide participants on how to complete each tab of the report along with instruction on how to obtain data needed for the certification, answer questions on foreclosure default, and share success stories. This webinar will also cover the 2020 legislative update to include “the number of affordable housing applications submitted, the number approved, and the number denied.”

2. Hurricane Housing Recovery Program (HHRP) Webinar: This training focuses on expenditures, tracking, and meeting deadlines. It offers an update on Florida Housing’s plans for reviewing HHRP tracking as part of program monitoring. Best practices in HHRP communities will be highlighted.

3. The Development Process: This webinar will help nonprofit developers, housing program administrators, and their community partners to understand the development process and development funding sources, as well as the costs and financing needed to make affordable housing production happen. Presenters will address land use, impact fees, permitting, platting; creating a pro-forma; and address the steps from initial closing to ongoing compliance. Participants will gain an understanding of how amounts and timing of subsidies directly influence the incomes of the families being served. Key topics will include financing, site selection, infrastructure and title issues.

4. Proficiency in Income Qualification: This webinar series provides an overview of the income qualification process for SHIP applicants. It covers the process of proper advertising based on the SHIP rule and statute and the LHAP, establishing a waiting list, the application intake process, setting priorities based on the LHAP, and determining household members to establish household size. Presenters will offer a review of the income verification process including the definition of income, income inclusions and exclusions, types of income and how they are calculated, and proper file documentation of income verification. Participants will learn how assets are calculated depending on the type of asset received, how to properly document the file, and how to compute anticipated annual household income and complete the certification form. The training will also address critical eligibility activities, including asset calculation and asset exclusions.
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. Affordable Housing Advisory Committee (AHAC) Training

The Contractor will conduct two trainings for elected officials and other AHAC members in ten regions on how to comply with new AHAC requirements. Pre-workshop, participants will provide a list of topics they would like to be discussed. The Contractor will:

1. Conduct an analysis of local codes, housing plans, housing needs, and recent news for best practices to identify;

2. Create and convene regionalized presentations of best affordable housing practices to meet local needs tailored to specific needs of each region;

3. Seek feedback post-workshop on regional projects, topics discussed, and other follow-up as necessary/applicable;

4. Compile an annual report of elected officials training that summarizes the deliberations, actions, and recommendations of each region;

5. Create a publication called “The Role the Affordable Housing Advisory Committee” that offers guidance on AHAC responsibilities with a focus on the role of the elected official in leading these committees; and
6. Print the AHAC publication and provide it to elected officials participating in AHACs.

F. Publications

1. The Role the Affordable Housing Advisory Committee

This publication will offer guidance on AHAC responsibilities and focus on the role of the elected official in leading these committees. It will include a recommended schedule of meetings, a template for the annual AHAC report, and the most updated examples of incentive strategies from across the state. Since AHAC recommendations are only the beginning of the process, this guide will address the steps the governing board and local government staff must take to transform a recommendation into a fully implemented incentive strategy.

2. Reprinted Publications

The Contractor has a variety of previously completed publications relevant to frequently requested trainings. The Contractor is authorized to reprint the following publications for use under this Contract:

a. Creating a Local Disaster Housing Strategy

b. Affordable Housing in Florida

c. Disaster Management Guidebook

G. Florida Housing Coalition Conference

The Contractor will conduct a SHIP Roundtable and a variety of trainings offered over three days at the Contractor's annual conference. Due to COVID-19, the conference will be held virtually via pre-recorded sessions, and there will be increased training opportunities since a participant does not have to choose from concurrent sessions. Beyond workshops, the conference will feature a half-day SHIP Administrators’ Training and forums on Disaster Housing Resilience and Recovery, Energy Efficiency and Green Building, Ending Homelessness, Faith Based Housing, and Racial Equity and Housing.
# EXHIBIT C
## FEES

**Affordable Housing Catalyst Program**  
July 1, 2020 through June 30, 2021

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<th>Category</th>
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**NOTES:**

A. All items listed in this section are subject to funding availability.

* See Exhibit B, Item F.
B. 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.

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

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

E. 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.