

**FIRST AMENDMENT
TO CONTRACT NUMBER 013-2021**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 013-2021 is entered into and effective as of 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 FLORIDA HOUSING COALITION, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 013-2021, dated June 24, 2021, ("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, 2021, and ending June 30, 2022.
- C. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Contract is amended by:

- 1. Creating a new sub-item 23 under Exhibit B, Item B:

23. Leveraging SHIP & SAIL with COVID Relief Funds: This webinar will address how to use Coronavirus Local Fiscal Recovery Funds (CLFRF) for affordable housing. The CLFRF statute and Treasury Rule provide substantial flexibility to local governments to choose from a broad variety of eligible uses to meet local needs. The training will focus on how these funds may provide a once-in-a-generation opportunity for affordable housing and can be key in addressing rising housing prices and the disproportionate effect of the pandemic on lower-income communities. Presenters will discuss the following approaches for using CLFRF dollars for affordable housing:

- Affordable housing development costs for eligible populations and communities including hard costs, soft costs, land acquisition, demolition, site clearing;
- Direct assistance to households for rent, mortgage, and utility assistance;
- Permanent supportive housing for persons experiencing homelessness;
- Loans or grants to nonprofit housing organizations negatively impacted by the pandemic;
- Loans or grants for home repair or down payment assistance to households negatively impacted by COVID-19;
- Housing vouchers and relocation assistance to areas with higher levels of economic opportunity; and
- Technical assistance to housing organizations to recover from the economic effects of the pandemic.

2. Deleting Exhibit B, Item H.3. in its entirety and replacing with the following:

3. Using COVID Relief Funds for Affordable Housing: This pamphlet will address how to use Coronavirus Local Fiscal Recovery Funds (CLFRF) for affordable housing, including examples of Florida communities that are committing significant sums to housing. This guide will introduce the CLFRF statute and Treasury Rule that provide substantial flexibility to local governments to choose from a broad variety of eligible uses to meet local needs. It will focus on how these funds may provide a once-in-a-generation opportunity for affordable housing. The document will offer examples of funding approaches that address rising housing prices and the disproportionate effect of the pandemic on lower-income communities. Chapters of the guide will address a variety of approaches for using CLFRF dollars for affordable housing:

- Affordable housing development costs for eligible populations and communities including hard costs, soft costs, land acquisition, demolition, site clearing;
- Direct assistance to households for rent, mortgage, and utility assistance;
- Permanent supportive housing for persons experiencing homelessness;
- Loans or grants to nonprofit housing organizations negatively impacted by the pandemic;
- Loans or grants for home repair or down payment assistance to households negatively impacted by COVID-19;
- Housing vouchers and relocation assistance to areas with higher levels of economic opportunity; and
- Technical assistance to housing organizations to recover from the economic effects of the pandemic.

3. Deleting Exhibit C in its entirety and replacing with the following:

**EXHIBIT C
FEES**

Category	Unit Cost	Unit Type	Units	Total
Telephone/Email Technical Assistance	\$9,200	Month	12	\$110,400
Offsite Technical Assistance	\$150	Hour	270	\$40,600
Site Visits	\$1,800	Day	13	\$23,400
Stakeholder Group Events	\$2,500	Event	15	\$37,500
Regional Workshops	\$7,000	Workshop	4	\$28,000
Local Workshops	\$5,250	Workshop	3	\$15,750
New Webinars	\$4,000	Webinar	23	\$92,000
Existing Webinars	\$2,500	Webinar	22	\$55,000
Off-site TA follow-up for participants of workshops, stakeholder group events, and site visits	\$150	Hour	94	\$14,100
Publication: Data Driven Planning	\$17,000	Publication	1	\$17,000
Pamphlet: Terms of Assistance	\$8,000	Pamphlet	1	\$8,000
Pamphlet: Using COVID Relief Funds for Affordable Housing	\$8,000	Pamphlet	1	\$8,000
Update "Affordable Housing in Florida" publication	\$10,000	Publication	1	\$10,000
Print Publication: "Affordable Housing in Florida"	\$4,250	Printing	1	\$4,250
HHRP training	\$16,000	Direct TA	1	\$16,000
AHAC Training for Elected Officials and report on biannual workshops	\$63,600	Trainings and Report	1	\$63,600
3-Day Conference Training	\$20,000	Conference	1	\$20,000
GRAND TOTAL				\$563,600

NOTES:

- A. All items listed in this section are subject to funding availability.
- 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, webinars, and onsite TA are subject to approval prior to each event.
- D. Subject matter for all workshops 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.

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.

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.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 013-2021, by a duly authorized representative, effective as of the Effective Date.

FLORIDA HOUSING COALITION, INC.

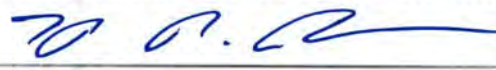
By: 

Name/Title: Jamie A. Ross CEO

Date: 3-11-22

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 3-15-22

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

This Contract for Affordable Housing Catalyst Program Services #013-2021 (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 FLORIDA HOUSING COALITION, INC. (Contractor), located at 1311 N. Paul Russell Rd., B-201, Tallahassee, Florida, 32301. Upon execution by both parties, this Contract shall become effective as of the date the last party signs or July 1, 2021, whichever is later (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.

C. TERM OF CONTRACT

The term of this Contract shall be from the Effective Date through June 30, 2022.

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.
1311 N. Paul Russell Rd., B-201
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 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 448.095, 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 013-2021 each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COALITION, INC.

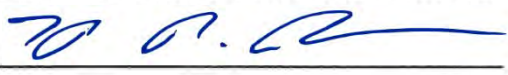
By: 

Name/Title: Jaime A. Ross, CEO

Date: 6/21/21

FEIN: 592235835

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 6-24-21

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
- vi. 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 Coronavirus Relief Funds (CRF), Hurricane Housing Recovery Program (HHRP), 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, 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. Regional Workshops

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 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.

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 staffed during the business day from 9:00 am to 5:00 pm, Eastern Time, Monday through Friday, excluding the FHC's 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.

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 CRF, HHRP, 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. 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.

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 CRF, HHRP, 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, 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, and webinars 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 and webinar 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 and webinars 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 and webinars will be distributed at least 30 days prior to the event, unless otherwise approved by Florida Housing. Materials shall be distributed to local governments participating in the CRF, HHRP, 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 location, map directions, designated parking areas, lodging information and an agenda 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 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 conducted, and the total number of clients served.

6. Monthly Report

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 and Webinars

For each event, the Contractor shall distribute an evaluation form, acceptable to Florida Housing, to all those participating in the workshop or webinar. 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. Regional Workshops

1. Affordable Housing Development Using SAIL Funds: 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 is an explanation of the set-asides in the SAIL program, including the newly created set-aside for youth aging out of foster care. The workshop will cover related topics including the Florida Housing Finance Corporation 'Request for Application' process, combining sources of funding such as SAIL and tax credits or SAIL and Housing Trust Funds.

2. The RFP Process for Housing Developments: This workshop will address the Local Government's Role in the RFP process from design to implementation. Designing a Request for Proposal for a housing development and soliciting and evaluating the responses can be fraught with dilemmas for local government staff as they attempt to articulate the need, describe the project, include an offer of land, funding, or incentives, and keep to the straight and narrow of procurement requirements. Even the best crafted RFP can run into implementation difficulty without the proper agreements in place for long term affordability, promised amenities and general compliance. This workshop covers the full spectrum from concept to compliance to guide local government staff through each stage of the process. The workshop will cover the essential elements of the RFP such as income and demographic targeting, scale, amenities, and timeframe for completion; tips for creating an evaluation rubric and the selection process as well as advertising the RFP; and the FHFC Local Government Area of Opportunity Contribution and Preference process. Also addressed are the compliance and implementation tools and instruments needed to ensure that the community expectations for the project are realized. Attendees are invited to bring their ideas, questions, and quandaries for discussion and guidance.

3. Proficiency in Income Qualification: This is an intensive workshop on the details of income compliance designed specifically for those who process applications for SHIP assistance and the people who oversee the SHIP office. One of the trainings that is most requested by SHIP staff, this course introduces numerous critical eligibility activities, including income verification, determining household size, and

calculation of annual income. The training covers applicant intake, income/asset verification, and file documentation. Hands on exercises will challenge participants to apply qualification methods to case studies and to reflect on how lessons learned may be applied to each participant's daily SHIP work.

4. Updating Your Community's LHAP: This workshop addresses the fundamentals of preparing and implementing the Local Housing Assistance Plan (LHAP) as required by SHIP, and is strongly recommended for staff with LHAPs due in 2022. It focuses on requirements for completing the plan and assessing what improvements will benefit a local government's housing strategies. The guidance from this workshop will help SHIP administrators adjust, adapt, and be successful in the LHAP submittal and approval process. Participants will learn about new plan requirements and hear details about the latest plans that Florida Housing Finance Corporation's Review Committee has accepted or sent back for revisions, and topics will include preparing the AHAC Report and tuning up housing strategies in a changing market. The presenters will advise participants how to write a LHAP that is clear, concise, and complies with all requirements. The training will highlight details in the updated LHAP template, offer instructions on properly completing the Housing Delivery Goals Chart and other required forms, and convey best practices to ensure quick approval and common mistakes to avoid.

B. New Webinars for the Catalyst Program

1. Terms of Assistance: This training will unveil the new publication on Terms of Assistance. It will discuss the continuum of options for providing SHIP assistance, from offering grants to establishing direct loans that must be repaid in monthly installments. The following questions will be addressed: What considerations go into deciding when to make a grant versus a loan? If you make a loan, how do you secure it? Learn what is involved in establishing and recording the agreement. This training will help with the decision to establish a payment schedule or forgive a portion of assistance after a certain number of years. It will also address SHIP Subordination Policy at a time when increasing numbers of SHIP assisted properties require refinancing related to forbearance and modifications and provide guidance on direct loans compared to deferred payment loans. Finally, it will discuss model language and best practices for incorporating Community Land Trusts (CLTs) in your local SHIP strategy.

2. Considering Changing Strategies in Your LHAP: With an increase in SHIP allocations for the 2021 SHIP fiscal year, local governments can consider a combination of diverse strategies to address all the housing needs in their communities. This webinar will discuss not-so-common strategies that can be used to serve both renters and owners. Local governments will be encouraged to review local data to better identify the need in their community when it comes to selecting and designing strategies to ensure a comprehensive approach to addressing affordable housing needs.

3. Rehabilitation Partnerships with Local PHAs: This webinar will identify community partners with expertise, including Public Housing Authorities (PHAs) with repair funds that may be leveraged with SHIP. Ensuring that a community's affordable housing stock remains safe and habitable requires funding and coordination among various partners. This webinar will discuss how PHAs can work together with community partners, leveraging other public resources to braid funding that supports rehabilitation activities of the existing affordable housing stock.

4. Updating Your Community's LHAP (Workshop Supplemental): This webinar is scheduled after the original 'Updating Your Community's LHAP' workshop and is strongly recommended for staff with Local Housing Assistance Plans due in 2022. It will address questions received after the workshop and provide examples of the nuts and bolts of the plan update. This is an important training, considering that half of SHIP communities must update their LHAPs in 2022. Key topics to be addressed include properly defining terms of assistance and designing housing strategies that work in a changing market.

5. Understanding the Housing Crisis Response System: The Housing Crisis Response System refers to the system of providers, housing stakeholders, and resources available to help people at risk of or experiencing homelessness. This webinar examines the components of an effective housing crisis response system and gives an overview of each, including prevention/diversion, outreach and coordinated entry, emergency shelter, rapid rehousing, and permanent supportive housing. Attendees will learn the purpose of each component and best practices in implementation. The purpose of the structure and purpose of the Continuum of Care will be reviewed. This training is for local government staff, homeless service providers, housing providers, continuums of care, and anyone interested in learning more about the housing crisis response system.

6. Supporting Your Rental Housing Developer: Every community in Florida has a shortage of affordable rental housing. Local governments seek quality multifamily development that is responsive to community needs. In the past, local governments had little or no say in the type, scale, or location of multifamily developments. This webinar will address these issues for participants.

7. Housing Counseling: Emerging issues resulting from COVID: An increasing number of homeowners need help avoiding foreclosure as they face pandemic-related hardships. In addition, the housing market is hot across Florida and low to moderate income buyers need help navigating it. In response, SHIP administrators should consider housing counseling agency partnerships. The training will address how HUD approved counseling agencies may provide your SHIP eligible applicants with foreclosure prevention classes and one-on-one counseling. Also learn how counseling agencies can prepare SHIP eligible homebuyers who apply for SHIP purchase assistance. The presenters will discuss the process of selecting and contracting with a counseling agency.

8. Avoiding Conflict of Interest Issues with Staff, Contractors, and Local Officials: Federal and state laws require that conflicts of interest be avoided in the deployment of public funds. Local governments should address potential conflict of interest issues with applicants, contractors, and local elected officials. This training will help define what is considered a conflict of interest and how local government address potential conflict of interest issues in their programs. Learn best practices related to identifying, resolving, and avoiding conflict of interest from other local governments.

9. Addressing Defaults and Foreclosures in Affordable Housing: Local governments are encouraged to include long-term affordability requirements when providing SHIP assistance. Loans require terms of default when applicants do not comply with the conditions of assistance. This webinar will discuss long term affordability, terms of default, how to assist with escrow shortages, and best practices to use in the event of default. Presenters will review federal and state resources available to provide mortgage assistance and avoid foreclosure.

10. Best SHIP Practices in Serving Special Needs and Homeless Households: This training will address using SHIP to help special needs households and households experiencing homelessness. Attendees will learn the types of special needs defined by Florida statute and how those households can be prioritized for SHIP assistance, including purchase assistance, rent subsidies, home repair and barrier removal, and other rental housing options. Learn how to document special needs households. Community presenters will discuss SHIP strategies utilized in their communities for these populations. This webinar is for SHIP staff and those interested in learning how SHIP can serve special needs households and households experiencing homelessness.

11. Data Driven Planning: This training will unveil the new publication on Data Driven Planning. It will look at the housing, disaster, demographic, transportation, and health data sources available to local planners, housing professionals, and elected officials to help them understand and respond to the affordable housing challenges in their communities. The presenters will discuss available resources and provide guidance on how to display, analyze, and interpret information to assist with decision making. Have your laptops ready for this hands-on exploration of data resources to use in housing assessments and program design.

12. Housing Needs Assessments: Planners and housing providers must create the framework for housing programs that are based on documented community need. This requires the preparation of a Housing Needs Assessment. This webinar explains mapping local housing needs that can generate the programs and solutions required to meet the specific housing needs in the community. Data sources for conducting a needs assessment are explored along with the tools for researching and interpreting what the numbers mean for program design. Needs assessments are not simply a data exercise; community engagement must be included in the process. Methodologies for community participation are discussed with guidance on inclusion and verified observation of housing condition, hazard risks, undervalued neighborhoods with heirs'

title problems, and pending changes in land use and other public activities such as capital infrastructure projects, neighborhood revitalization or redevelopment initiatives.

13. Healthy Partnerships Between For-Profit and Non-Profit Developers: For-profit developers are on the lookout to partner with nonprofits to qualify for the nonprofit set-aside in the FHFC Tax Credit process. Nonprofits who do not have the development experience to submit a winning application without an experience development partner can benefit from partnering with an experienced developer. This webinar explores the process for joint ventures with special attention to protecting the tax-exempt status of the nonprofit and ensuring that the nonprofit's interests are protected in terms of meeting its mission and earning the appropriate developer fee. Participants will learn about the various Florida Housing Finance Corporation Request for Applications that encourage nonprofit participation and how to ensure the applications meet each requirement satisfactorily. The webinar will include exercises to sharpen the joint venturing skills.

14. Design Your Housing RFP Process for Quality Responses: Local government housing administrators and procurement staff frequently find it necessary to undergo a Request for Proposal process when multiple developments compete for local funding, land donations and regulation concessions. This webinar delivers a concise framework that local governments can adopt to ensure that local housing needs and expectations are met, the process is fair, and funding and land donations result in quality developments with long term affordability. The webinar will include RFP best practices, an overview of the Local Government Area of Opportunity and Local Government Contribution components of the Florida Housing Finance Corporation's Request for Application process, and best practices for securing post development commitments for implementation of funding, land or regulatory incentives that are offered by the local government.

15. Creating a Resilient Housing Stock through Risk Assessment and Mitigation: Natural disasters are inevitable ,whether brought on by climate change, sea level rise, extreme storms, or life-threatening heat waves. Florida's housing providers have done a superb job creating homeowner rehab programs and requiring new development to feature advanced construction or green building principles, but have only touched the tip of the iceberg. Florida's housing stock for lower income and vulnerable populations is at risk of damage or destruction. This webinar will cover the waterfront (pun intended) on methods to assess risk and design mitigation programs to meet the needs of your community's housing stock. Participants will learn the Florida Housing Coalition's 7 Principles of Mitigation and explore the wide variety of funding sources available to not just rehab homes but to fortify them to withstand natural disasters and even allow residents to shelter in place if advised by emergency officials. Presenters will review online mapping tools to help identify homes and properties' level of exposure to coastal hazards to help target the neighborhoods most in need of mitigation.

16. Planning and Zoning Topics for Affordable Housing: Local land use policies affect the development of housing that is affordable. This training focuses on how zoning codes, impact fees, development standards, and review processes impact the cost of development and how local governments can use their land use authority to require, facilitate, and encourage the production of affordable housing. Presenters will discuss topics such as the new land use flexibility provided in House Bill 1339 from the 2020 Legislative Session, density bonuses, missing middle housing, and how to address ‘Not in My Backyard’ (NIMBY) opposition to affordable development.

17. Long-term Affordability and Understanding Deed Restrictions: Affordable housing financed with government subsidy must be affordable for a set period of time. This training will address best practices for ensuring that these housing units are affordable long-term. Presenters will discuss Community Land Trusts, Land Use Restriction Agreements (LURA), and how to determine which legal mechanism to use in differing situations. This training will also cover how to set the term of affordability, which entity should be responsible for monitoring, and other policy considerations.

18. Implementing a Successful AHAC: Each Affordable Housing Advisory Committee (AHAC) is required to produce an annual report with recommendations on affordable housing incentive strategies. This training will cover what is required of the AHAC, how to run an effective meeting, and how to best use AHACs as a catalyst for affordable housing policy. Local government staff and AHAC members will share best practices and offer ideas for how to conduct a successful AHAC. This training is intended for SHIP staff, planning staff, AHAC members, and elected officials.

19. Navigating Affordable Housing Law: Florida has a variety of state-specific statutes that govern affordable housing policy. This training will introduce basic principles of Florida affordable housing law and answer frequently asked questions regarding the state’s affordable housing programs. Topics include Florida land use laws relating to affordable housing, Florida’s surplus lands law, local funding sources, and the Florida Fair Housing Act. This training is designed for county and municipal attorneys and affordable housing program staff.

20. Increasing Affordable Housing Stock by Repurposing Unused or Underutilized Properties: This webinar offers guidance on converting hotels and commercial properties to permanent affordable housing, especially supportive rental housing. The training will highlight the roles of the Affordable Housing Advisory Committee (AHAC), local government staff and elected officials in completing a successful conversion. Learn how to implement House Bill 1339 (2020) changes related to zoning. Hotels and commercial properties come with lots of parking. The presenters will discuss considerations of how much parking to preserve, how much to develop into affordable housing, and the planning and zoning changes needed. The training will assist communities in applying principles of New Urbanism development as they expand affordable housing.

21. Planning to Shelter in Place: Targeting housing mitigation activities to support a community's most vulnerable populations can allow persons with special needs to shelter in place during and after a disaster. Strengthening a home's ability to withstand hazards prior to a disaster occurring can help persons with special needs shelter in place, removing the additional obstacles of registering for shelter, securing transportation, evacuating, and then subsequently facing the reality of not being able to quickly return home to receive services, access medications, or retrieve mobility aids. This webinar will discuss how to ensure the most at-risk residents are identified and mitigation efforts are targeted to support sheltering in place in preparation for the next disaster.

22. Best Practices in Homelessness Prevention: Homelessness Prevention is a type of eviction prevention assistance geared toward households who will be at risk of homelessness without assistance. This webinar will review best practices in the implementation of homelessness prevention, including financial assistance models, targeted prevention, and support services. An overview of funding sources will include federal and state funding for prevention. Attendees will learn how to target prevention to eligible households most in need and most at risk of becoming homeless. This webinar is for local government staff, nonprofit staff, continuums of care, and other providers administering prevention assistance to households at risk of becoming homeless.

C. Existing Webinars:

1. SHIP Annual Report: This webinar will highlight changes to the online reporting system and common reporting errors to avoid. The training is especially designed to help new SHIP staff members who have recently been assigned tracking or annual reporting responsibilities. Learn how to access and use the SHIP annual report website, and how to locate the data to record in the reports. The SHIP data spreadsheet that is uploaded to the annual report website has been updated and all participants will receive this new spreadsheet to use. The presenters will discuss certification procedures and the tracking of expenditures, demographics, deadlines and more.

2. Tracking SHIP Activity Throughout the Year: 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 will help you keep up with the expenditure and encumbrance deadlines. Participants will learn the details of complying with the income, homeownership, construction, special needs, and mobile home set-aside requirements. The presenter will offer guidance about tracking foreclosures and defaults. Learn how to properly implement the ongoing review and expedited permitting incentive strategies that provide data for the annual report. SHIP staff must track many things—this training details all that is involved with collecting the data needed to create annual reports.

3. SHIP Program Administration Part 1: This is first training in a two-part series designed to provide guidance on the fundamental rules of the SHIP program and assist SHIP administrators with five years or less of SHIP experience with the implementation of their programs. This webinar will provide a SHIP program overview, income eligibility Review, LHAP guidance, and AHAC requirements. The guidance from this training will help SHIP administrators adjust, adapt, and be successful.

4. SHIP Program Administration Part 2: In this second session, presenters will review a year-long timeline of SHIP tasks and deadlines. LHAP guidance, Strategy Implementation, tracking and reporting SHIP, financial management, monitoring and compliance. This administration training looks beyond a list of rules and regulations to help participants understand the basis and reasoning for program requirements. This deeper knowledge will help participants as they consider how to update their process or strategies.

5. Proficiency in Income Qualification Part 1: This is the first of a two-part training focused on resources available for SHIP administration in determining income. It covers the process of advertising based on the SHIP rule and statute and your LHAP, establishing a waiting list, the application intake process, setting priorities based on your 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.

6. Proficiency in Income Qualification Part 2: This webinar will focus on calculating asset and asset income, completing the income certification, complying with the 120-day clock, the award letter and monitoring and compliance. The training will also address critical eligibility activities, including asset calculation and asset exclusions. Participants will learn how to compute anticipated annual household income.

7. Using the LHAP Between Triennial Updates: This webinar will assist local government staff in the preparation and implementation of the Local Housing Assistance Plan (LHAP) as required by SHIP. It focuses on using and improving on the LHAP in the three years between when the plan is formally updated. Learn how to write a LHAP that is clear, concise and complies with all requirements. The presenters will advise participants how to update existing strategies, add a new strategy, and incorporate into plan the regulatory reform work of the affordable housing advisory committee (AHAC).

8. New SHIP Staff Orientation: This webinar will assist new SHIP staff in understanding the program rules that govern the administration of assistance strategies, as well as the timeline and targets tied to program administration, the LHAP, annual report and program compliance. SHIP staff with 5 years or less of experience may benefit from this training, which will address deadlines and

responsibilities throughout the year. Staff with more than 5 years of experience are also welcome since this training can be a great refresher. The topics addressed are fundamental, and all should take away something new.

9. The Rehabilitation/Emergency Repair Process Part 1: 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 is the first session of a two-part webinar that will walk through the steps involved in the rehabilitation program process, deciding on the best approach, and strategy design for communities.

10. The Rehabilitation/Emergency Repair Process Part 2: This is second session of a two-part webinar on the Rehabilitation/Emergency Repair process. The presenters will address weaknesses in rehabilitation programs and best practices to improve your program. The webinar will focus on contractor selection and removal, scope of work, the bidding process, contract terms and award, inspections and payments, guarantees and warranties, and long-term compliance and monitoring.

11. Managing a Successful Purchase Assistance Program: A majority of SHIP funds must be expended for homeownership activities, and homebuyer assistance is one of the most common strategies employed by local governments to meet the homeownership set aside requirement. This training is for SHIP local government housing staff and their community partners interested in developing, implementing, and managing a successful purchase assistance strategy. It will detail the application process and pre-purchase requirements, including homebuyer education requirements and inspections.

12. Affordable Housing Funding Sources Part 1: This three-part webinar series discusses a number of available funding sources with a program-by-program walk through so participants understand the opportunities, the eligibility factors of each program and where to apply. Funding sources are grouped by applicability for homeownership, rental, rehab, and rural focused programs. This helps housing providers understand how to combine and leverage funding sources and where there are gaps in matching housing needs with resources.

13. Affordable Housing Funding Sources Part 2: Housing administrators will learn about other sources when their programs have limitations or are exhausted. This training is helpful for anyone new to the housing field, local governments, and nonprofit organizations. Part 2 of the Affordable Housing Funding Sources features additional funding sources for special populations and initiatives. This session provides an overview of HOPWA, ESG, CoC, and other funding sources including USDA, CDFIs, and the Federal Home Loan Bank. If you want to unravel the acronyms, register for the workshop! Participants will build on knowledge gained from the first session of the series and consider how these funds could be leveraged in different scenarios to make an affordable housing deal feasible.

14. Affordable Housing Funding Sources Part 3: This is the final session of a three-part series that is a must for those new to the world of affordable housing, as well as experienced providers wanting to polish their knowledge about funding and perhaps make some new discoveries. Presenters will provide examples of local funding sources and local initiatives tools that can also address the limited supply of affordable housing including inclusionary housing, surplus lands, and impact fee modifications. This session will address funds from the American Rescue Plan Act (ARPA), the infrastructure surtax, Community Redevelopment Area (CRA) funds, linkage fees, the new ad valorem tax exemption for affordable housing projects, and other topics.

15. New Construction Strategies and Partnerships: This webinar will help SHIP administrators explore opportunities to encourage the development of single-family homes while working with developers and sponsors. Designing a strategy in the LHAP that meets SHIP requirements is an important first step. Participants will learn how to solicit sponsors and developers, structure the program, develop effective agreements, and outline responsibilities to ensure program compliance. The presenters will examine sample construction strategies to highlight options for the terms of assistance and for selecting eligible buyers. SHIP administrators, nonprofit housing developers, and contractors will find this webinar an essential first step in establishing or updating a single-family development program.

16. Disaster Preparation and Recovery: Florida's housing providers are vital when a disaster strikes, residents are displaced, homes are damaged or destroyed, and lives are disrupted. True recovery is not attained until people are back home to work and school. This training focuses on the role of housing in the preparation, response and recovery of the community's single family, multifamily, and permanent supportive housing infrastructure. Planning tools are presented that can be deployed jointly by housing and emergency management teams working with charitable organizations. Recovery funding sources including SHIP are reviewed with tips on the Disaster Recovery Strategy. Other sources are covered including FEMA, Small Business Administration (SBA), CDBG-DR and USDA Rural Development. Learn about the hazard, wind and flood insurance needs and issues with coverage and claims for subsidized properties.

17. Financing and Monitoring Rental Housing with SHIP: While SHIP funding is primarily focused on homeownership, it can be a valuable tool to support rental housing projects. This webinar addresses the principles behind developing and financing affordable rental housing. The challenges and opportunities of both new construction and rehabilitation will be covered, as will small, scattered site deals and large-scale developments. Learn what the "missing middle" is and how it can be supported with SHIP funds, as well as the SHIP requirements for ongoing monitoring of assisted rental units. The presenters will discuss how SHIP can leverage other sources of funding such as low-income housing tax credits. Learn how SHIP can be used as the Local Government Contribution for development responding to a Request

for Application from Florida Housing Finance Corporation. Participants will gain perspective on monitoring long term affordability, and other monitoring and compliance responsibilities.

18. The Pre-Development Process Part 1: This is the beginning of a two-part series designed for nonprofit housing developers, construction management staff, planning staff, and housing program administrators. Predevelopment is one of the most important components of housing development. This training provides guidance to nonprofit organizations on predevelopment activities and due diligence necessary prior to the development of affordable housing units. This session will cover the big picture of concept and design, nonprofit mission, and site selection. Learn about creating the project concept, assessing organizational capacity, and assembling the development team.

19. The Pre-Development Process Part 2: Presenters will cover construction/design, zoning and land uses, budgeting, and the timeframe of the predevelopment process. Learn about the Florida Housing Finance Corporation's Predevelopment Loan Program requirements as the presenters walk through the process for obtaining a loan. This webinar series complements the Affordable Housing Funding Sources webinars.

20. The Development Process Part 1: This is the beginning of a two-part training series that provides participants with an introduction to the housing development process from the point of view of the developer. It is designed for nonprofit developers, housing program administrators, and their community partners. In this first session, the presenters will address land use, impact fees, permitting, platting and more. Key topics include financing, site selection, and how housing is made affordable.

21. The Development Process Part 2: This is the second training of a two-part series. Understanding the development process, as well as the costs and financing needed to make affordable housing production happen, will enable housing administrators to design effective affordable housing programs. Participants will gain a better understanding of how amounts and timing of subsidies directly influence the incomes of the families being served. Learn about funding applications and awards, credit underwriting, the initial closing process, the construction period, and lease-up. The presenters will discuss project stabilization, the final closing, project operation, and program compliance.

22. Building Capacity to Build- The Nonprofit as Affordable Housing Developer: This webinar covers three critical areas of capacity building for nonprofit organizations. It provides an overview with best practices on nonprofit strategic planning, nonprofit financial responsibilities, and whether you should seek designation as a Community Housing Development Organization (CHDO). This designation opens the door for eligibility for the HOME program CHDO set-aside. This webinar will provide a broad overview of each critical area to help nonprofit staff

and board consider the necessary skillsets to be successful in single or multi-family housing development and operation.

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. Hurricane Housing Recovery Program (HHRP) Training

The Contractor will provide both direct on-site and off-site technical assistance to support those SHIP offices who have been awarded HHRP funds.

F. Affordable Housing Advisory Committee (AHAC) Training

The Contractor will conduct two trainings for elected officials and other AHAC members in seven 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. Provide for training registration and logistics;
2. Conduct an analysis of local codes, housing plans, housing needs, and recent news for best practices to identify;
3. Coordinate with local officials, pre-training, to compile feedback on topics that they would like to be discussed;

4. Create and convene regionalized presentations of best affordable housing practices to meet local needs tailored to specific needs of each region;
5. Coordinate with Florida Housing Board members and staff as needed for training presentations; and
6. Seek feedback post-workshop on regional projects, topics discussed, and other follow-up as necessary/applicable.

H. Publications and Videos

1. “Affordable Housing in Florida” publication

The Contractor will:

- a. Update and redesign the “Affordable Housing in Florida” publication in a digital format;
- b. Add a new chapter to address “The Role of Local Government in Making Housing Affordable”, which will include a focus on the housing and zoning topics in last session’s HB 1339 (2020);
- c. Reformat the publication and include updated photographs that show a sample of single-family and multi-family affordable housing from around the state;
- d. Add to the definitions of affordable housing in the chapter “What is Affordable Housing?” and provide the newest examples of overcoming NIMBYism to the chapter “What is the Connection Between Affordable Housing and Fair Housing?”;
- e. Update the Glossary of Terms and Acronyms to include more terms on rental assistance, mortgage assistance, disaster response, and new program acronyms;
- f. Update the chapters on “Who Lives in Affordable Housing?”, “Why Include Affordable Housing in Your Community?”, and “How is Affordable Housing Developed?”; and
- g. Print 425 copies for distribution by the Contractor to various stakeholders in the affordable housing industry.

2. ‘Terms of Assistance’ Publication

The Contractor will write a quick guide to address the considerations that go into deciding when to make a grant versus a loan. Readers will learn what is

involved in establishing and recording a loan agreement, and the publication will help staff with the decision to establish a payment schedule or forgive a portion of assistance after a certain number of years. It will also focus on key considerations of SHIP terms of assistance to help housing administrators and elected officials establish their local policies.

3. AHAC Topical Videos for Elected Officials

These videos will adapt the publication ‘Affordable Housing in Florida’ into a video-based tutorial. Eight videos will be produced covering the chapters in the book in approximately 7 to 11-minute segments. The videos will be composed by a narrator with a storybook presentation and will include site-specific examples. Each video will contain photos of affordable housing, infographics, and other visuals, and will contain titles like ‘What is Affordable Housing and why is it vital for your community?’, ‘Who Lives in Affordable Housing?’, and ‘What is the Connection Between Affordable Housing and Fair Housing?’.

I. 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. 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.

**EXHIBIT C
FEES**

Category	Unit Cost	Unit Type	Units	Total
Telephone/Email Technical Assistance	\$9,200	Month	12	\$110,400
Offsite Technical Assistance	\$150	Hour	272	\$40,800
Site Visits	\$1,800	Day	14	\$25,200
Stakeholder Group Events	\$2,500	Event	15	\$37,500
Regional Workshops	\$7,000	Workshop	4	\$28,000
Local Workshops	\$5,250	Workshop	3	\$15,750
New Webinars	\$4,000	Webinar	22	\$88,000
Existing Webinars	\$2,500	Webinar	22	\$55,000
Off-site TA follow-up for participants of workshops, stakeholder group events, and site visits	\$150	Hour	94	\$14,100
Publication: Data Driven Planning	\$17,000	Publication	1	\$17,000
Pamphlet: Terms of Assistance	\$8,000	Pamphlet	1	\$8,000
Update “Affordable Housing in Florida” publication	\$10,000	Publication	1	\$10,000
Print Publication: “Affordable Housing in Florida”	\$4,250	Printing	1	\$4,250
HHRP training	\$16,000	Direct TA	1	\$16,000
AHAC Training for Elected Officials and report on biannual workshops	\$63,600	Trainings and Report	1	\$63,600
AHAC Topical Video for Elected Officials	\$10,000	Video	1	\$10,000
3-Day Conference Training	\$20,000	Conference	1	\$20,000
GRAND TOTAL				\$563,600

NOTES:

- A. All items listed in this section are subject to funding availability.
- 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, webinars, and onsite TA are subject to approval prior to each event.
- D. Subject matter for all workshops 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.