

**SECOND AMENDMENT
TO CONTRACT NUMBER 006P-2023**

THIS SECOND AMENDMENT (“Amendment”) to CONTRACT NUMBER 006P-2023 is entered into and effective as of the date the last party signs (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and FLORIDA HOUSING COALITION, INC (“Contractor”).

RECITALS

- A. Florida Housing and Contractor entered into Contract Number 006P-2023, dated June 27, 2023, (“Contract”) wherein Contractor agreed to provide Affordable Housing Catalyst Program 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, 2023, and ending June 30, 2024.
- C. Due to the impact of Hurricane Idalia on one of the major deliverables, Florida Housing and Contractor have previously amended the Contract’s scope and budget. (Amendment 1)

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 as follows.

- 1. Tables 1 and 2 within Exhibit C, Fees, are hereby deleted in their entirety and replaced with the following. The remainder of this Exhibit shall remain the same.

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TABLE 1 FEES				
Category	Unit Type	Cost per Unit	Units	Total
Publicly Owned Lands/Live Local Act Training				
New Webinars	Webinar	\$4,000	5	\$20,000
Regional Virtual Roundtables	Roundtable	\$4,200	7	\$29,400
Live Local Act Site Visits	Day	\$1,950	8	\$15,600
Live Local Act Offsite Technical Assistance Hours	Hour	\$ 150	200	\$30,000
Stakeholder Group Events	Events	\$2,800	7	\$19,600
Publication: Using Public Land for Affordable Housing	Publication	\$17,800	1	\$17,800
Updating three Publications with Live Local Act Requirements (as a set)	Set of Publications	\$20,000	1	\$20,000
Video: Florida Housing's Credit Underwriting Process	Video	\$10,000	1	\$10,000
Additional Catalyst Training				
Telephone/Email TA	Month	\$9,200	12	\$110,400
Offsite Technical Assistance Hours (Including Offsite TA follow-up)	Hour	\$150	457.33	\$68,600
Site Visits	Day	\$1,950	15	\$29,250
Stakeholder Group Events	Events	\$2,800	15	\$42,000
Regional Workshops	Workshop	\$7,000	4	\$28,000
Local Workshops	Workshop	\$5,250	1	\$5,250
New Webinars	Webinar	\$4,000	15	\$60,000
Existing Webinars	Webinar	\$2,500	28	\$70,000
AHAC Elected Officials workshops (Two rounds)	Workshops	\$4,200	14	\$58,800
AHAC Report to the Legislature	Report	\$4,800	1	\$4,800
Conference Training (SHIP roundtable)	Event	\$20,000	1	\$20,000
TOTAL				\$659,500

**TABLE 2
FINANCIAL CONSEQUENCES**

Deliverable	Financial Consequences for Failure to Perform
The Contractor will provide at least five new webinars to serve as Publicly Owned Lands/Live Local Act Training, and 15 new webinars as a part of the Catalyst program.	Failure to develop any required training by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$4,000 for every webinar not completed.
The Contractor will conduct at least seven regional virtual roundtable sessions about the Live Local Act.	Failure to conduct these roundtables and submit all applicable support documentation to Florida Housing staff by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$4,200 for every roundtable session not completed.
The Contractor will conduct at least eight site visits about the Live Local Act, 12 as a part of the Catalyst program and two as a part of Hurricane Idalia Disaster Recovery Assistance.	Failure to conduct these site visits and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$1,950 for every site visit not completed.
The Contractor will develop two new publications relating to the Live Local Act.	<p>Failure to develop the “Using Public Land for Affordable Housing” publication with submission to Florida Housing staff for approval by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$17,800 if not completed.</p> <p>Failure to develop the “Credit Underwriting Guide for Multi-Family Affordable Housing in Florida”, “Guide to Using SHIP for Rental Housing”, and/or “Affordable Housing Resource Guide” publications as a set with submission to Florida Housing staff for approval by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$20,000.</p>

The Contractor will develop one video about Florida Housing's credit underwriting process.	Failure to develop this video and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$10,000.
The Contractor will develop and conduct at least four regional workshops as a part of the Catalyst training program.	Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$7,000 for every workshop not completed.
The Contractor will develop and conduct at least one local workshop as a part of the Catalyst training program.	Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$5,250 for every workshop not completed.
The Contractor will develop and conduct at least two rounds of seven workshops for AHAC officials as a part of the Catalyst training program.	Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$4,200 for every workshop not completed.
The Contractor will develop one AHAC report to be submitted to the Florida Legislature.	Failure to draft and submit the AHAC report by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$4,000.
The Contractor will conduct a Virtual SHIP Roundtable discussion.	Failure to develop and conduct the SHIP Roundtable as described in Exhibit B shall result in a reduction in payment of \$4,000.

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 SECOND AMENDMENT to Contract Number 006P-2023, by a duly authorized representative, effective as of the Effective Date.

FLORIDA HOUSING COALITION, INC.

By: Ashon J. Nesbitt

Name/Title: Ashon J. Nesbitt, CEO

Date: March 19, 2024

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: Angeliki G Sellers

Name/Title: Angeliki G Sellers, CFO

Date: 3/20/2024

**FIRST AMENDMENT
TO CONTRACT NUMBER 006P-2023**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 006P-2023 is entered into and effective as of the date the last party signs (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and FLORIDA HOUSING COALITION, INC (“Contractor”).

RECITALS

- A. Florida Housing and Contractor entered into Contract Number 006P-2023, dated June 27, 2023, (“Contract”) wherein Contractor agreed to provide Affordable Housing Catalyst Program 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, 2023, and ending June 30, 2024.
- C. Due to the impact of Hurricane Idalia on one of the major deliverables, Florida Housing and Contractor 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 as follows.

1. Exhibit B, Item C.16., is hereby created:

16. Using Target Areas to Leverage Funds. In this webinar, presenters will discuss the benefits of designated target areas such as Community Redevelopment Areas (CRA) and Neighborhood Revitalization Strategy Areas (NRSA) to maximize funding and implement impactful affordable housing solutions. This strategy supports a comprehensive approach to addressing affordable housing needs in areas of opportunity. Additional advantages include various incentives and enhanced flexibility for the use of federal funds. Presenters will also explore where to find data to support the designation of a target area.

2. Exhibit B, Item I., is hereby deleted in its entirety and replaced with the following:

I. Florida Housing Coalition Conference

The Contractor conducted their annual in-person conference between August 28-29, 2023; however, the SHIP Roundtable portion of the conference was cancelled due to Hurricane Idalia. In lieu of the in-person meeting scheduled for August 30, 2023, the Contractor will offer a virtual SHIP Roundtable on September 29, 2023, available to all SHIP staff statewide, that will address important SHIP related topics, including best practices for Affordable Housing Advisory Committees (AHACs), ideas for expending new funds, and legislative updates.

3. Tables 1 and 2 within Exhibit C, Fees, are hereby deleted in their entirety and replaced with the following. The remainder of this Exhibit shall remain the same.

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TABLE 1 FEES				
Category	Unit Type	Cost per Unit	Units	Total
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Stakeholder Group Events	Events	\$2,800	7	\$19,600
Publication: Using Public Land for Affordable Housing	Publication	\$17,800	1	\$17,800
Updating three Publications with Live Local Act Requirements (as a set)	Set of Publications	\$20,000	1	\$20,000
Video: Florida Housing's Credit Underwriting Process	Video	\$10,000	1	\$10,000
Additional Catalyst Training				
Telephone/Email TA	Month	\$9,200	12	\$110,400
Offsite Technical Assistance Hours (Including Offsite TA follow-up)	Hour	\$150	410	\$61,500
Site Visits	Day	\$1,950	12	\$23,400
Stakeholder Group Events	Events	\$2,800	14	\$39,200
Regional Workshops	Workshop	\$7,000	4	\$28,000
Local Workshops	Local	\$5,250	4	\$21,000
New Webinars	Webinar	\$4,000	16	\$64,000
Existing Webinars	Webinar	\$2,500	28	\$70,000
AHAC Elected Officials workshops (Two rounds)	Workshops	\$4,200	14	\$58,800
AHAC Report to the Legislature	Report	\$4,800	1	\$4,800
Hurricane Idalia Disaster Recovery Assistance - Webinar	Webinar	\$4,000	1	\$4,000
Hurricane Idalia Disaster Recovery Assistance – Site Visits	Day	\$1,950	2	\$3,900
Hurricane Idalia Disaster Recovery Assistance – Offsite TA	Hour	\$150	27.33	\$4,100
Virtual SHIP Roundtable	Event	\$4,000	1	\$4,000
TOTAL				\$659,500

**TABLE 2
FINANCIAL CONSEQUENCES**

Deliverable	Financial Consequences for Failure to Perform
The Contractor will provide at least five new webinars to serve as Publicly Owned Lands/Live Local Act Training, and 15 new webinars as a part of the Catalyst program.	Failure to develop any required training by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$4,000 for every webinar not completed.
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The Contractor will develop two new publications relating to the Live Local Act.	<p>Failure to develop the "Using Public Land for Affordable Housing" publication with submission to Florida Housing staff for approval by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$17,800 if not completed.</p> <p>Failure to develop the "Credit Underwriting Guide for Multi-Family Affordable Housing in Florida", "Guide to Using SHIP for Rental Housing", and/or "Affordable Housing Resource Guide" publications as a set with submission to Florida Housing staff for approval by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$20,000.</p>

The Contractor will develop one video about Florida Housing's credit underwriting process.	Failure to develop this video and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$10,000.
The Contractor will develop and conduct at least four regional workshops as a part of the Catalyst training program.	Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$7,000 for every workshop not completed.
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The Contractor will conduct a Virtual SHIP Roundtable discussion.	Failure to develop and conduct the SHIP Roundtable as described in Exhibit B shall result in a reduction in payment of \$4,000.

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 006P-2023, by a duly authorized representative, effective as of the Effective Date.

FLORIDA HOUSING COALITION, INC.

By: 

Name/Title: Ashon J. Nesbitt, CEO

Date: September 22, 2023

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: CFO

Date: 9-27-2023

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties

OFFICE OF THE GENERAL COUNSEL
FLORIDA HOUSING FINANCE CORPORATION

By: 

Name: ETHAN KATE

Date: 9/25/23

**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 #006P-2023 (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, 2023, 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, 2024.

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.

8. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages under a contract or purchase order shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. The limitation of liability contemplated herein does not apply to any claim arising under an indemnity section of the agreement or any section of the agreement relating to insurance for the provision of Professional Services defined in section 287.055, Florida Statutes, unless otherwise agreed to by the parties to the contract. Unless otherwise specifically enumerated in the contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in

addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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 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 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
Director of Special Programs
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:

Ashon Nesbitt
CEO
Florida Housing Coalition, Inc.
1311 N. Paul Russell Rd., B-201
Tallahassee, Florida 32301
Phone: 850.878.4219
Cell: 813.476.4170
E-mail: Nesbitt@flhousing.org
or the designated successor.

4. All written approvals referenced in this Contract shall be obtained from the parties' contract administrator 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 in writing to Florida Housing's Contract Administrator 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.

7. The Contractor attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat. (2023).

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

I. 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 006P-2023 each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COALITION, INC.

By: Ashon J. Nesbitt

Name/Title: Ashon J. Nesbitt, CEO

Date: June 21, 2023

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: Michael N. Lopez

Name/Title: Executive Director

Date: 6/27/23

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties

OFFICE OF THE GENERAL COUNSEL
FLORIDA HOUSING FINANCE CORPORATION

By: Betty Zachern

Name: Betty Zachern

Date: 6/23/2023

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. Florida Housing reserves the right to monitor all Catalyst trainings and technical assistance activities.

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 and materials 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 and initiatives; and
- v. Guidance in achieving project completion.

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 Hurricane Housing Recovery Program (HHRP), HOME Investment Partnership Program (HOME), State Apartment Incentive Loan Program (SAIL), State Housing Initiatives Partnership (SHIP) Program, and other affordable housing programs and initiatives as provided in section 420.531, Fla. Stat. 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 and approval from Florida Housing, the Contractor shall 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. 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 and approval from Florida Housing, 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.

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 and approval from Florida Housing, 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 Contractor's observed holidays and 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 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 stakeholders, 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 10 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 administer HHRP, SHIP, HOME or other affordable housing programs.

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 workshop and webinars statewide. Marketing shall be done through the Contractor's website, newsletters, emails and social media. Marketing of all workshops and webinars shall be made available to all stakeholders; however, specific effort to market to individual or groups that would directly benefit from the workshop or webinar shall be a priority. This includes marketing of the "*TRAINING TRACK- Part of the Series for New Developers*" as detailed in Exhibit B.

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, 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 prominently 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 via social media and 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. At least 60 days prior to the expiration date of this Contract, the Contractor must provide draft 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. Current and archived 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 data 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. Program Reports

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.

Annually, the Contractor will provide a summary of total of all deliverables to include workshops, stakeholder events, webinars, on-site visits, phone calls and emails received and responded to and number of hours of technical assistance provided. This report will include the number of individuals/organizations assisted throughout the year.

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. Publicly Owned Lands/Live Local Act Training

1. Webinars Addressing Elements of the Live Local Act

a. **Expedited Permitting and Innovative Solutions for Housing:** The SHIP statute requires SHIP jurisdictions to expedite the permitting of affordable housing developments to a greater degree than other projects. Additionally, the Live Local Act newly requires all local governments to post their policies and procedures online for the expedited processing of building permits and development orders required by law to be expedited. The first half of this training will provide guidance on best practices for expedited permitting of affordable housing developments. The second half of this training will focus on “innovative solutions” for housing as identified in Section 26 of the Live Local Act. This training is for planners, Affordable Housing Advisory Committee (AHAC) members, and SHIP staff.

b. **Land Use Tool for Affordable Housing in Commercial, Industrial, and Mixed-Use Districts:** The Live Local Act contained several sections regarding land use planning for affordable housing. Presenters will discuss the new statewide standards for certain affordable housing developments in commercial, industrial, and mixed-use zones and what the land use tools in the Live Local Act mean for housing strategies moving forward. This training is intended for planners, AHAC members, and SHIP staff.

c. **The Live Local Act’s Property Tax Exemptions for Affordable Housing:** This training will provide guidance on new tax exemptions included in the Live Local Act for affordable rental housing development. The presenters will review what is required to receive the various exemptions and how these tools may facilitate the production of affordable housing. Presenters will explore how the new exemptions can facilitate partnerships with nonprofit developers and the various opportunities these tools provide.

d. **Funding in the Live Local Act:** The training is focused on Live Local Act funding provisions for affordable housing. This training will be presented after processes/procedures are established for new provisions, which are the highest in the state’s history. Presenters will include Florida Housing and Florida Department of Commerce staff discussing the extra \$150 million a year for a SAIL-like program and the State’s Job Growth Grant Fund. Learn how these new provisions will be operationalized and how to access these dollars for affordable housing purposes.

e. Serving People with the Lowest Incomes through the Live Local Act: This training will explore how the tools in the Live Local Act can serve very-low and extremely-low-income households. Presenters will discuss the new Live Local property tax exemptions and how they can help community-based nonprofits build affordable rental homes for targeted populations. Attendees will also learn how the Live Local Act's funding for SHIP and SAIL can serve lower income populations and what local governments can continue to do to assist those who need assistance the most.

2. Regional Virtual Roundtables about the Live Local Act: These trainings are virtual roundtables on implementing the Live Local Act. They will be based on the same seven regions developed for the AHAC regional workshops for elected officials and geared toward housing and planning staff of the local governments represented in each region. The virtual roundtables will provide guidance on how local governments can benefit from the variety of affordable housing tools in the Live Local Act. Topics will include, but are not limited to, Florida's surplus lands laws as amended by the Live Local Act (LLA), property tax exemptions for affordable housing, funding, serving special needs populations, and the LLA's land use tools.

3. Site Visits related to the Live Local Act: With these eight site visits, the Contractor's staff will help Local Governments address Land Use topics on a project level. These LLA site visits are a combination of virtual and face to face meetings with city and county staff and their community partners. This process delivers the Technical Assistance requested and helps the Contractor's staff identify details/examples to use in overall LLA training.

4. Publications/Videos for the Live Local Act

a. New Publication: "Using Public Land for Affordable Housing": This publication will be a substantial update and expansion of the existing "Florida's Surplus Lands Guidebook" that involves new research, renaming, and rebranding the publication in response to the Live Local Act. This publication will review sample selection criteria and RFP details to help local governments deploy land for affordable housing development with best practices for how to identify and utilize parcels of publicly owned land for affordable housing purposes. New research will inform the model RFPs, standards, and related documents that we develop. The publication will identify Florida communities that have already donated land for affordable housing and incorporate the lessons learned from this work.

b. Update Three Publications: These publications will be updated to include information about Live Local Act requirements as well as general updates, including: "Credit Underwriting Guide for Multi-Family Affordable Housing in Florida", "Guide to Using SHIP for Rental Housing", and "Affordable Housing Resource Guide".

c. Videos: Florida Housing Finance Corporation's Credit Underwriting Process: This video will be produced in-house by the Florida Housing Coalition's communications director who will adapt key topics from the Credit Underwriting publication into a video-based tutorial. One video of approximately 7-to 11-minute in length will be produced, and will be broken up into eight segments. They will be composed of a narrator with a storybook presentation including site-specific examples. These videos will be developed in consultation with Florida Housing staff.

d. Activities to Promote Publications:

- i. Florida Housing Coalition staff will feature publications as digital handouts in every relevant webinar.
- ii. Contractor's staff will provide printed publications as handouts at relevant workshops, stakeholder group events, and the Florida Housing Coalition's annual conference.
- iii. The Contractor will highlight publications in its weekly email to members.
- iv. Staff will update the Contractor's website organized to feature publications by topic area.

B. Regional In-Person Workshops

1. 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. This course introduces numerous critical eligibility activities, including income verification, determining household size, and calculation of annual income.

2. The Rehabilitation/Emergency Repair Process: This workshop will walk through the steps involved in the rehabilitation program process, deciding on the best approach and strategy design for your community, contractor selection and removal, scope of work, bidding process, contract terms and award, inspections and payments, and guarantees and warranties.

3. SHIP Program Administration: This training is 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. The guidance from this training will help SHIP administrators adjust, adapt, and be successful.

4. The Credit Underwriting Process for Affordable Housing: TRAINING TRACK- Part of the Series for New Developers.¹ This workshop is designed to introduce the underwriting process that takes place after a funding award has been approved. The invitation to credit underwriting is a vital first step to prepare for before applying for financing. It is a complex and critical part of financial agreements that will govern the short- and long-term process of the development's feasibility. The presenters will help de-mystify the underwriting process and provide guidance that begins in the predevelopment phase and continues throughout the closing process. Participants will receive step by step instruction about third-party analyses and the documentation that will be required throughout the underwriting process. The training will include information from a Florida Housing Credit Underwriting service provider and will address timeframes and sequencing. This training is provided for newly formed and experienced nonprofit housing developers and local government housing staff who are responsible for in-house underwriting of SHIP, HOME, or other publicly available assistance.

C. New Webinars for the Catalyst Program

1. Preparing for Increased SHIP Funding: This webinar addresses increased SHIP allocations. The presenters will help local government staff consider how to schedule and complete assistance in a timely manner and create project timelines. Also learn about additional Local Housing Assistance Plan (LHAP) strategies that you may add to benefit your community. Presenters will explain the length of time it will take to create, market, and implement new strategies.

2. Finding and Retaining Rehabilitation Contractors: Presenters will provide guidance for finding contractors for blue sky repairs as well as after a disaster. Learn how to overcome difficulties getting an insurance estimate when starting a job. The training will also address alternatives like involving manufactured housing built elsewhere.

3. How to Build a Sustainable SHIP Program: Several approaches are addressed, including leveraging small SHIP allocations with other funding sources for larger impact. Presenters will also discuss balancing long-term affordability and feasibility of projects with the need to generate program income. The training will feature examples like deferred payment loans, structuring SHIP assistance in rental developments like SAIL, and leasing land as a preference for SHIP funding. This might feature Fort Pierce, an example of a local government working on big things with a small allocation. Participants will also learn of alternative approaches to program administration involving interlocal agreements and working with a nonprofit or Regional Planning Council.

¹ This Contract identifies trainings targeted to newer developers who need to become familiar with Florida Housing's process and development of affordable housing in general. The Credit Underwriting workshop is the first of several training sessions in this track. The Florida Housing Coalition utilize its memberships and connections to organizations such as Urban Land Institute, the Florida Apartment Association, and others to directly market these trainings.

4. Permanent Supportive Housing Development: Permanent Supportive Housing is an essential component of the affordable housing stock. This type of development prioritizes persons most vulnerable in our communities, with the lowest incomes and highest service needs. This webinar will discuss the concept of affordable housing, how to analyze unmet housing needs to prevent occupancy challenges, developing partnerships with community-based service providers, and financing of PSH. Attendees will hear from PSH developers about their experience with Florida Housing's competitive solicitation process and how they effectively created partnerships with supportive service agencies to promote housing retention and permanent transitions out of homelessness and into stable housing.

5. The Critical Role of Appraisals: *TRAINING TRACK- Part of the Series for New Developers*. This webinar will provide an opportunity to learn about how appraisals impact homeownership opportunities and the development of affordable housing. Attendees will learn about the affect appraisal gaps have on a home purchase and how Realtors, lenders, and appraisers can work together to close the gap between value and purchase price. This webinar will also discuss appraisals for multifamily rental housing, the appraisal's importance in credit underwriting, and how grant funding should be considered when analyzing the appraisal. Nonprofits, lenders, and local governments can join and learn about the role appraisals play in your SHIP purchase assistance and development strategies.

6. Exploring Housing Needs Assessments and Market Analyses: *TRAINING TRACK- Part of the Series for New Developers*. This webinar will open your eyes to existing local plans that include comprehensive housing needs assessments and market analyses. Reduce duplication of efforts by exploring how these local planning documents intersect and overlap. Reviewing the Consolidated Plan's data sources and elements that contribute to analyzing the market during the conceptual stage in the predevelopment phase can help to improve the development project's scope. Learn how to use the Consolidated Plan to direct local housing dollars for homeownership, homelessness, housing rehabilitation, and new construction. Absorption rates, longitudinal analysis, and other key topics will be discussed. The training explores the advantages of utilizing the Consolidated Plan for your research needs, explains how its contents can benefit your planning process, and clarifies why the Consolidated Plan should be considered a primary data tool for supporting affordable housing efforts.

7. Right sizing your Local Government Contribution to Housing Development: This training will address subsidy layering on multi-family and single-family development. Local governments and developers alike are analyzing what public funding is needed to create affordability for the tenant. Understanding how to evaluate sources and uses to ensure that the financing to fill the gap or bring down the total development cost is not oversubscribed can be complicated. Attendees in this webinar will dive into applications selected for funding and evaluate the project's scope and financing plans that resulted in feasibility with the appropriate level of government contributions.

8. Preservation, Resiliency, and Sustainability in Affordable Housing: Preserving the affordable housing stock is a top priority across Florida. Each year, the state loses essential units otherwise prioritized for the most vulnerable Floridians. This webinar will discuss preservation of affordable housing, resilience strategies to mitigate risk when hazards occur, and developing a sustainable product. Attendees will learn about best practices and new concepts to promote the sustainability of affordable housing and review potential funding sources for these activities. The Contractor's staff and experts will discuss resilience strategies to mitigate risk when hazards occur and how to develop a sustainable product. Presenters will also address heat impacts and address increased health risks to children, elderly from heat/air quality, energy burdens, recommendations for developing new programs and implement robust energy efficiency retrofits, HVAC, partnerships, and effective funding strategies.

9. Small Scale Development: *TRAINING TRACK- Part of the Series for New Developers*. This webinar will provide attendees with a clear understanding of missing middle, small scale development. This specific housing type is often recognized as development projects with 50 units or less and are intended to serve households who are priced out of the single-family home market, but desire to live in those types of communities. Attendees will learn about the foundations of missing middle, small scale development during this webinar and hear from local government and developers who share their experiences applying local funding sources and other legal considerations to such development.

10. Responding to Increased Home Purchase Prices: When prices go up, communities respond by increasing their LHAP maximum purchase prices and purchase assistance. The presenters will offer guidance addressing this, but they will also encourage participants to consider an alternative approach involving new construction subsidy. Attendees will learn how to determine the approach that works best for their communities.

11. Monitoring Rental Housing: Presenters will address SHIP rental housing monitoring requirements along with monitoring requirements for housing with blended financing from Housing Credits, HOME, SAIL, and more. Also, participants will learn how the Keep Safe Florida property flood risk assessment tool can help with SHIP funded rental housing. Presenters will offer guidance for assessing older properties informed by inspections following the devastation at Surfside.

12. Community Partnerships for Housing: *TRAINING TRACK- Part of the Series for New Developers*. In this webinar, participants will gain insights into best practices for building effective partnerships with community organizations, small and corporate businesses, and other stakeholders. By leveraging these partnerships, participants will discover ways to supplement affordable housing development with community driven partnerships that contribute to neighborhood revitalization. This training will showcase practitioners who will provide successful examples of

partnerships they've created and how they were integrated into their community's housing strategies.

13. HHRP for Hurricane Ian and Nicole Recovery: This webinar will offer continued support to the cities and counties receiving HHRP assistance. The presenters will provide guidance on expediting HHRP expenditure, committing second HHRP Allocation dollars, and learning about additional disaster resources. Training topics will be informed by a survey of HHRP communities.

14. Affordable Housing Design: Presenters will include architects who will discuss affordable housing design considerations. Before the training, participants will submit answers to a housing design exercise. The architects will provide a critique of the designs based on consideration of resilience, affordability, use of space, and code compliance.

15. Resilient By Design- Creating Disaster Resistant Single Family and Multi-Family Housing Stock: This webinar includes proven examples from architects and engineers on sustainable and resilient solutions. Participants will learn about resiliency in affordable multifamily residential design, which incorporates advanced stormwater infrastructure and building mitigation strategies to proactively reduce the impacts from increased heat, extreme rain, and better protect residents. They will learn about programs to enhance low-income single family home resilience. Presenters will provide recommendations for specific home hardening strategies and construction requirements which can also reduce insurance premiums and explore the wide variety of funding sources available to fortify homes

C. Previously Developed Webinars:

1. Surplus Land and Permanent Affordability: Surplus land is a key resource for local governments in the production of workforce and affordable housing affordability. The Live Local Act provides new requirements and guidance on best practices for how local governments manage the disposition of land, including encouraging the utilization of land (99-yr) leases as well as new property tax exemptions for land owned by nonprofits. This webinar introduces philosophy and mechanics of shared equity programs such as community land trusts, including the difference between subsidy recapture and subsidy retention, how incorporating shared equity provisions into land disposition and SHIP strategies can effectively grow and preserve the affordable housing stock in any community.

2. Financing and Monitoring Rental Housing with SHIP: This workshop 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. Participants will gain perspective on monitoring long term affordability, and other monitoring and compliance responsibilities.

3. Affordable Housing Development Using SAIL Funds Part 1: Participants will receive a broad overview of SAIL including the program rule, how to apply for funding, the types of projects that are eligible for SAIL funding and how projects are selected. Presenters will explain the required set-asides, including the newest set-aside for youth aging out of foster care.

4. Affordable Housing Development Using SAIL Funds Part 2: Presenters will demonstrate how SAIL can be leveraged with the 4% or 9% low-income housing tax credits, multifamily bonds and other funding sources for developing or rehabilitating affordable rental housing. The training will showcase successful projects exhibiting the wide range of housing types possible with the program, including farmworker-fisher worker housing, housing for persons experiencing homelessness, and permanent supportive housing for homeless and those with disabling conditions.

5. The Pre-Development Process: TRAINING TRACK- Part of the Series for New Developers. This webinar provides guidance to nonprofit organizations on predevelopment activities and due diligence necessary prior to the development of affordable housing units. The Coalition is the contracted Technical Assistance Provider (TAP) for Florida Housing's Predevelopment Loan Program (PLP), providing hands-on TA on roughly 40 PLP loans. Learn about the PLP application process, PLP program guidance from the PLP Rule in the Florida Administrative Code, creation of the Development Plan, and TA that assists nonprofits borrowing through this program to get from concept to construction. This will cover the big picture of concept and design, nonprofit mission, site selection, creating the project concept, assessing organizational capacity, and assembling the development team. Presenters will also cover construction/design, zoning and land uses, budgeting, and the timeframe of the predevelopment process.

6. The Development Process: TRAINING TRACK- Part of the Series for New Developers. This webinar is designed for nonprofit developers, housing program administrators, and their community partners. The presenters will address land use, impact fees, permitting, platting and more. Key topics include financing, site selection, and how housing is made affordable. Presenters will also cover funding applications and awards, credit underwriting, the initial closing process, the construction period, and lease-up.

7. Building Capacity to Build- The Nonprofit as Affordable Housing Developer: TRAINING TRACK- Part of the Series for New Developers. This webinar covers three critical areas of capacity building for nonprofit organizations. It provides an overview of best practices on nonprofit strategic planning, nonprofit financial responsibilities, and whether you should seek designation as a Community Housing Development Organization (CHDO). This webinar will provide a broad overview of each critical area to help nonprofit staff and board consider the necessary skills for success with single or multi-family housing development.

8. 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 presenters will discuss cost analyses for various development models, construction standards, how much to develop into affordable housing, and the planning and zoning changes needed.

9. SHIP File Documentation: This webinar will focus on the use of a checklist to assist in file compliance, along with documents required in the file by regulatory and statutory requirements. There will be a review of what documents are not required and best practices for compliance with program file and record retention requirements. Also learn how to properly document SHIP tracking of program hard and soft cost, best practices for reconciliation of program expenditures with the finance department, and tracking compliance with the SHIP program set aside requirements using the SHIP data spreadsheet.

10. Working with Nonprofits, Sponsors and Sub Recipients: Learn what types of groups may serve as sponsors and sub-recipients and hear firsthand from the staff of groups that provide SHIP services. The presenters will highlight key examples of how SHIP work is effectively outsourced, addressing details of LHAP selection criteria and suggested language for a Request for Proposals.

11. SHIP Program Administration Part 1: 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.

12. SHIP Program Administration Part 2: Presenters will review a year-long timeline of SHIP tasks and deadlines and will provide LHAP guidance about strategy implementation. Participants will learn about tracking and reporting SHIP, fiscal management, monitoring, and compliance.

13. Proficiency in Income Qualification Part 1: Presenters will cover the process of advertising based on the SHIP statute and rule as well as your LHAP, establishing a waiting list, the application intake process, setting priorities based on your LHAP, and determining household members to establish household size.

14. Proficiency in Income Qualification Part 2: This webinar will focus on calculating assets and asset income, completing the resident income certification form, complying with the 120-day clock, the award letter, and monitoring and compliance.

15. Preparing and Submitting the SHIP Annual Report: Presenters will provide guidance on how to complete each tab of the report along with instructions on how to obtain data needed for the certification, questions on foreclosure default, success stories and more. Additional topics include guidance on reporting incentive strategies, completing the certification form, and next steps if deemed noncompliant.

16. The Rehabilitation/Emergency Repair Process: The rehabilitation process requires housing administrators and their staff to work with homeowners, contractors, building inspectors, local officials, and funders. Understanding each of these groups and learning to work with them helps to avoid some of the problems that are commonly encountered in rehabilitation programs. The presenters will address weaknesses in rehab programs and best practices to improve them. Topics include 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.

17. Design Your Housing Request for Proposal (RFP) Process for Quality Responses: Local government housing administrators and procurement staff frequently find it necessary to undergo a RFP 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.

18. 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.

19. Preparing your Housing Program for Hurricane Season: Participants will review a SHIP Administrator Disaster Preparedness Checklist. The presenters will address year-round housing mitigation techniques to strengthen homes in preparation for future disasters, including guidance from Enterprise Community Partners' publication 'Keep Safe'.

20. 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. Community presenters will discuss SHIP strategies utilized for these populations.

21. Getting Rapid Rehousing Right: This webinar provides an overview of what makes a successful Rapid Re-Housing program no matter what funding source the program is using. This course goes beyond the funding piece and looks at housing navigation, financial assistance, and support services. Funding sources such as federal block and formula grants, state grants, SHIP, and local funding will be reviewed.

22. Affordable Housing Funding Sources Part 1: This session provides an overview of rental housing funding along with resources to support people experiencing homelessness. The presenters will discuss how to combine and leverage major funding sources to subsidize the development of affordable rental housing. Also

learn about homelessness resources including ESG, CoC, HUD VASH, HOPWA, and TANF.

23. Affordable Housing Funding Sources Part 2: This will focus on funding sources for homeownership and tools and strategies to incentivize the creation of affordable housing. These tools include inclusionary zoning, linkage fees, surplus lands, and impact fee modifications. This session will also address state funding for homeownership as well as federal resources such as CDBG and HOME, and local housing trust funds.

24. 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.

25. LHAP Design Part 1: This webinar will assist local government staff in the preparation and implementation of the LHAP, the document required for SHIP implementation. The presenters will advise participants how to update existing strategies, add a new strategy, and incorporate the regulatory reform work of the AHAC into the LHAP.

26. LHAP Design Part 2: This webinar will provide examples of the nuts and bolts of the plan update. Key topics to be addressed include properly defining terms of assistance and designing housing strategies that work in a changing market.

27. Managing a Successful Purchase Assistance Program: Homebuyer assistance is one of the most common strategies employed by local governments to meet the SHIP set-aside requirement for homeownership activities. This training introduces best practices for helping home buyers achieve and maintain affordable homeownership. It will benefit local government housing staff and their community partners interested in developing, implementing, and managing a successful purchase assistance strategy. Attendees will discuss SHIP program requirements for purchase assistance activities, the benefits of pre and post purchase counseling, tips for making your program market responsive, and more.

28. Terms of Assistance: This training will discuss the continuum of options for providing SHIP assistance, from offering grants to establishing direct loans that must be repaid in monthly installments. Attendees will learn what is involved in establishing and recording the agreement.

D. 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.

E. 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, local governments, community partners, chambers of commerce, and nonprofits who 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.

F. Affordable Housing Advisory Committee (AHAC) Training

The Contractor will conduct a training for elected officials in each of seven regions on how to comply with AHAC requirements and other affordable housing topics. 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 have 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;
6. Create a report on these workshops for the Florida Legislature, as required by the 2020 updated AHAC provisions in the SHIP Statute; and
7. Seek feedback post-workshop on regional projects, topics discussed, and other follow-up as necessary/applicable.

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 in-person annual conference.

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**EXHIBIT C
FEES**

TABLE I FEES				
Category	Unit Type	Cost per Unit	Units	Total
Publicly Owned Lands/Live Local Act Training				
New Webinars	Webinar	\$4,000	5	\$20,000
Regional Virtual Roundtables	Roundtable	\$4,200	7	\$29,400
Live Local Act Site Visits	Day	\$1,950	8	\$15,600
Live Local Act Offsite Technical Assistance Hours	Hour	\$ 150	200	\$30,000
Stakeholder Group Events	Events	\$2,800	7	\$19,600
Publication: Using Public Land for Affordable Housing	Publication	\$17,800	1	\$17,800
Updating three Publications with Live Local Act Requirements (as a set)	Set of Publications	\$20,000	1	\$20,000
Video: Florida Housing's Credit Underwriting Process	Video	\$10,000	1	\$10,000
Additional Catalyst Training				
Telephone/Email TA	Month	\$9,200	12	\$110,400
Offsite Technical Assistance Hours (Including Offsite TA follow-up)	Hour	\$150	410	\$61,500
Site Visits	Day	\$1,950	12	\$23,400
Stakeholder Group Events	Events	\$2,800	14	\$39,200
Regional Workshops	Workshop	\$7,000	4	\$28,000
Local Workshops	Local	\$5,250	4	\$21,000
New Webinars	Webinar	\$4,000	15	\$60,000
Existing Webinars	Webinar	\$2,500	28	\$70,000
AHAC Elected Officials workshops (Two rounds)	Workshops	\$4,200	14	\$58,800
AHAC Report to the Legislature	Report	\$4,800	1	\$4,800
Conference Training (SHIP roundtable)	Event	\$20,000	1	\$20,000
TOTAL				\$659,500

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.

FINANCIAL CONSEQUENCES ²:

Upon execution of this Contract, Florida Housing and the Contractor will develop a written timeline for the completion of the deliverables listed in Exhibit B. Failure by the Contractor to meet the established deadlines will result in financial consequences as outlined in Table 2 below.

TABLE 2 FINANCIAL CONSEQUENCES	
Deliverable	Financial Consequences for Failure to Perform
The Contractor will provide at least five new webinars to serve as Publicly Owned Lands/Live Local Act Training, and 15 new webinars as a part of the Catalyst program.	Failure to develop any required training by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$4,000 for every webinar not completed.
The Contractor will conduct at least seven regional virtual roundtable sessions about the Live Local Act.	Failure to conduct these roundtables and submit all applicable support documentation to Florida Housing staff by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$4,200 for every roundtable session not completed.
The Contractor will conduct at least eight site visits about the Live Local Act and 12 as a part of the Catalyst program.	Failure to conduct these site visits and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$1,950 for every site visit not completed.

² Financial consequences will be limited to amounts received by the Contractor under this Contract and in no event shall such amounts exceed \$659,500 in the aggregate.

<p>The Contractor will develop two new publications relating to the Live Local Act.</p>	<p>Failure to develop the "Using Public Land for Affordable Housing" publication with submission to Florida Housing staff for approval by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$17,800 if not completed.</p> <p>Failure to develop the "Credit Underwriting Guide for Multi-Family Affordable Housing in Florida", "Guide to Using SHIP for Rental Housing", and/or "Affordable Housing Resource Guide" publications as a set with submission to Florida Housing staff for approval by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$20,000.</p>
<p>The Contractor will develop one video about Florida Housing's credit underwriting process.</p>	<p>Failure to develop this video and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$10,000.</p>
<p>The Contractor will develop and conduct at least four regional workshops as a part of the Catalyst training program.</p>	<p>Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$7,000 for every workshop not completed.</p>
<p>The Contractor will develop and conduct at least four local workshops as a part of the Catalyst training program.</p>	<p>Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$5,250 for every workshop not completed.</p>
<p>The Contractor will develop and conduct at least two rounds of seven workshops for AHAC officials as a part of the Catalyst training program.</p>	<p>Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$4,200 for every workshop not completed.</p>

<p>The Contractor will develop one AHAC report to be submitted to the Florida Legislature.</p>	<p>Failure to draft and submit the AHAC report by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$4,000.</p>
<p>The Contractor will conduct a SHIP Roundtable discussion at their annual conference.</p>	<p>Failure to develop and conduct the SHIP Roundtable at the Contractor's annual conference shall result in a reduction in payment of \$20,000.</p>

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