

**GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES CONTRACT
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ON BEHALF OF
THE SHIMBERG CENTER FOR HOUSING STUDIES**

This Contract for GIS Services, 040P-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, FL 32301, and THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES (University), located at P.O. Box 115500, Gainesville, FL 32611-5500. Upon execution by both parties, this Contract shall become effective as of January 1, 2024, or the date the last party signs, whichever is later (Effective Date).

RECITALS

- A. The University represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the Services identified herein and offers to perform those services described in Exhibit A, Scope of Work attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the University 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 University 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, Data Layers Update Schedule

C. ENGAGEMENT OF THE UNIVERSITY

The University agrees to provide GIS Services in accordance with the terms and conditions hereinafter set forth. The University agrees to perform the services set forth in the Exhibits and as otherwise stated in this Contract. The University understands and agrees that all services under this Contract are to be performed solely by the University and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

D. TERM OF CONTRACT

The initial term of this Contract shall be from the Effective Date through December 31, 2024.

E. 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.

F. INVOICES

The University 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 University 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 negotiation with Florida Housing.

G. FEES/COSTS

The University shall be compensated as described in Exhibit A.

H. 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 University, its agents, its servants, or employees, and the University specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees in the scope of their employment. The University's limit of liability is provided under Section 768.28, Florida Statutes, and does not extend to Florida Housing or other parties.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual 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 either Party; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

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

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

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

7. The University 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 University, to the extent permitted by s 768.28, Fla. Stat.

I. 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 University or assign any future transaction to the University 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 University 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 University 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 University in this Contract is inaccurate, false or misleading in any respect;

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

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

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

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

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

4. If Florida Housing provides a Cure Period and if the University 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 University 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 University 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 University to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the University 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.

J. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon 30 days written notice delivered by courier service or electronic mail to the University at the address set forth in Section J, Administration of Contract, herein.

2. The University 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 University shall be responsible for all costs arising from the resignation of the University and the costs associated with the appointment of and transition to a successor.

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. The Florida Housing program contact for this Contract is:

Diana Fields
Policy Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Diana.Fields@floridahousing.org
or the designated successor.

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

Stephanie Gray
Assistant VP for Research
University of Florida
P.O. Box 115500
Gainesville, FL 32611-115500
Office: 352.392.9267
E-mail: ufawards@ufl.edu
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.

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 University 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 University 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 University 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 University 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 University asserts that any information or materials intended to be delivered or provided under this Contract are confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contract Administrator upon submitting them to Florida Housing.

b. It is the University's obligation and responsibility to maintain the confidentiality of 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 University 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 when the proprietary nature of such information is shown by an appropriate legend, marking, stamp or other positive

identification on the writing delivered to the University. All such records and materials will remain the property of Florida Housing.

e. If the University is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the University shall notify Florida Housing in writing of such disclosure within 10 business days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

a. If the University brings to the performance of this Contract a pre-existing copyright, patent or trademark, the University will retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. Title to inventions or discoveries arising from this project and conceived solely by University employees or agents shall be owned by the University and shall be promptly disclosed in writing to Florida Housing.

c. University grants to Florida Housing the first option, for consideration, a nonexclusive license or an exclusive license with the right to sublicense, on terms and conditions to be mutually agreed upon. The option shall extend for 90 days from the date of disclosure to Florida Housing.

4. Files

a. Contents of the Files: The University shall maintain files containing documentation to verify all compensation to the University 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 University in connection with this Contract. The University 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 University 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 University 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 University under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the University.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the University or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the University shall provide for the security of such PII, in accordance with University policies with regards to protection of PII.

2. The University agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

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

4. The University agrees to protect and maintain the security of data in accordance with University policies with regards to protection of PII. The University agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The University 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.

6. In the event of a breach of PII or other sensitive data, the University must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the University 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 University'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 University 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 University. 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 University 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 University understands and agrees to comply with the provisions of section 448.095, Fla. Stat.

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

N. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The University 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 University 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 University also certifies that the undersigned possesses the authority to legally execute and bind the University to the terms of this Contract.

P. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

Any contract in violation of this provision shall be null and void.

Q. CONFLICTS OF INTEREST

1. Section 420.503(33), 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 University 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 University 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 University will provide written notification to Florida Housing, to the individual set forth in Section J, Administration of Contract herein, within 10 working days. If Florida Housing, in its sole discretion, finds the University 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 University or assign any future transaction to the University 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 040P-2023, each through a duly authorized representative, effective on the Effective Date.

UF# **AGR00030176**
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES

By:  Digitally signed by Elizabeth Keeter
Date: 2023.12.20 14:42:58 -05'00'

Name/Title: Elizabeth Keeter, Associate Director, UF Research

Date: December 20, 2023

FEIN: 59-6002052

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Angeliki G. Sellers, CFO

Date: 12/22/2023

EXHIBIT A SCOPE OF WORK

A. Tasks

The University will:

1. Maintain current licenses of the latest version of ArcGIS for Desktop by ESRI with all extensions necessary to perform the geoprocessing tasks requested by Florida Housing.
2. Purchase additional service credits from ESRI as needed.
3. Maintain any other software and hardware necessary to produce and maintain the deliverables under this agreement.
4. Maintain the human resources necessary to produce and preserve the deliverables under this Contract.
5. Maintain internal interactive mapping application for Florida Housing staff.
 - a. Using ArcGIS, the University will maintain an internal interactive web application that contains basic point and polygon data layers. The application will provide interactive features that assist the work of Florida Housing staff. Specifically, the application should include widgets which allow the user to search for a latitude/longitude coordinate in degrees, minutes, seconds format (to the second decimal), plot a coordinate, draw boundaries and apply a custom buffer. Users should be able to export the results into a PDF.

Data layers within the internal application will include and adhere to a schedule developed according to Task 8, below:

- i. County size classifications (Large, Medium, Small);
- ii. HUD and Rural Development Portfolios;
- iii. Florida Housing designated Geographic Areas of Opportunity;
- iv. Florida Housing designated Racially and Ethnically Concentrated Areas of Poverty;
- v. Florida Housing's Rental Portfolio, with relevant attributes;
- vi. Florida Housing's development proximity list;
- vii. Mandatory distance requirement buffers;
- viii. Qualified Census Tracts;

- ix. Difficult Development Areas;
 - x. Limited Development Areas; and
 - xi. Limited Development Areas average property occupancy rates.
- b. Florida Housing’s web applications will be hosted on the ArcGIS Online service maintained by ESRI. Any ESRI service interruptions or performance concerns affecting Florida Housing will be communicated to ESRI by the University within 48 hours or a timeframe agreed to by both parties. Any application service interruptions or performance problems caused by the University will be addressed by the University within 48 hours or a timeframe agreed to by both parties. Any ESRI services interruptions or performance concerns found by Florida Housing will be communicated to the University within 24 hours.
6. Develop additional layers to be added to one or both applications, upon request. These layers may be based on spatial designations by other entities (e.g., HUD). Layers may also be derived from Census data or internal Florida Housing property information.
7. In consultation with Florida Housing, revise as needed and implement a schedule for updating the data layers. Outdated versions of the data layers will be stored in an accessible archive as described in Task 8. Exhibit B provides the current schedule.
8. Develop and maintain archival versions of all deliverables.
- a. The University will preserve and store copies of all files used to create maps and mapping applications. Upon replacing or updating a map or a data layer, the University will preserve a copy of the previous version.
 - b. The University will maintain a system for categorizing and identifying each file.
 - c. The University will restore a previous version of a file or provide a copy to Florida Housing upon request.
 - d. Information to be preserved includes:
 - i. Metadata and methodology that would allow a skilled user to recreate the file;
 - ii. Copies of all layer files, shapefiles with all constituent files, MXDs of complete maps containing map layout and objects, and source files used to create data layers and shapefiles (e.g., Census data in comma separated values format, database files containing property values, etc.); and
 - iii. Upon request by Florida Housing, the University will export tabular data to Excel or another format so that it can be utilized by non-GIS users.

e. The University will maintain copies of active and previously accepted and displayed feature layers. In addition, considering cost and data management best practices, the University will also keep archives of data that are not publicly available, or publicly available data that have undergone some transformation rendering it substantially different from the source data; however, this activity is not intended to include intermediate products or that which is commonly available (e.g., Census 5-year ACS data).

9. Maintain the Multifamily Mapping Application for public use.

a. Applicants for funding and members of the public interested in learning about Florida Housing will be able to visit one webpage to interact with a dynamic map displaying all current spatial information promulgated by Florida Housing.

b. Data layers will include:

- i. County size classifications (Large, Medium, Small);
- ii. HUD and Rural Development Portfolios;
- iii. Florida Housing designated Geographic Areas of Opportunity;
- iv. Florida Housing designated Racially and Ethnically Concentrated Areas of Poverty;
- v. Florida Housing Rental Properties with relevant attributes;
- vi. Florida Housing's development proximity list;
- vii. Mandatory distance requirement buffers;
- viii. Qualified Census Tracts;
- ix. Difficult Development Areas;
- x. Limited Development Areas; and
- xi. Limited Development Areas Average Occupancy.

c. At Florida Housing's direction, the application should include the boundaries of Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs). These data should be accompanied with a disclaimer indicating that HUD determines these boundaries. The disclaimer should direct users to the relevant sources on HUD's website. HUD sources will be provided by Florida Housing.

d. The University will maintain an Open Data Portal to enable Florida Housing to share layer files, shapefiles, maps and source files with the public.

e. The University will include widgets, which allow the user to search for a latitude/longitude coordinate in degrees, minutes, seconds format (to the second decimal), plot a coordinate, and apply a custom buffer. Users should be able to export to PDF.

f. The Multifamily Mapping Application will follow, and incorporate, relevant modifications and enhancements derived from development, testing and evaluation of the Florida Housing staff internal application.

10. Maintain the 2024 Limited Development Area Data Layers on the Multifamily Mapping Application.

a. Florida Housing will provide the University a draft and final LDA occupancy data layer.

b. The University will add the draft and final LDA occupancy data layers to the Multifamily Mapping Application.

c. The Managing Director of Policy and Special Programs and the Managing Director of Asset Management will determine the location of the draft LDA boundaries. The Policy Administrator will create a data layer file of the draft LDA boundaries.

d. The University will add the draft LDA boundaries to the Multifamily Mapping Application.

e. After the public has had an opportunity to review and comment upon the draft LDA boundaries, Florida Housing will create a final polygon layer of the 2024 LDAs. Copies of all draft LDA boundaries and associated metadata will be preserved according to Task 9.

f. The University will make the final LDA polygons available on both the internal mapping application and Multifamily Mapping Application as directed by Florida Housing.

11. Maintain an interactive mapping application for Florida Housing's External Affairs office.

The application will provide interactive features that assist the work of External Affairs staff. Specifically, the application should include widgets which allow the user to search for a latitude/longitude coordinate in degrees, minutes, seconds format (to the second decimal), plot a coordinate, draw boundaries and apply a custom buffer. Users should be able to export the results into a PDF.

Data layers within the application will include:

a. Florida Senate Legislative Districts;

- b. Florida State Representative Legislative Districts;
- c. US House of Representatives Districts; and
- d. Florida Housing's Rental Portfolio, with relevant attributes.

12. Create custom maps upon request from Florida Housing.

a. The University will make every effort to respond to ad hoc requests to develop interactive maps to assist Florida Housing.

b. Requests from Florida Housing's External Affairs Director will take priority over other tasks. The University will respond to their requests with useful and accurate maps within 72 hours or as otherwise agreed by both parties.

c. Custom map requests may cover a broad range of topics. The University may need to work with various Florida Housing staff – coordinating through the Managing Director of Policy and Special Programs or his designee – to clarify requests and obtain the information necessary to develop data layers. In addition, the University may need to develop custom datasets based on information gathered from other sources (e.g. the American Community Survey, local governments, the Florida Department of Revenue, etc.).

13. Advise and consult with Florida Housing to assist in its use of GIS and related tools.

The University will provide ongoing consultation to Florida Housing and advise the Managing Director of Policy and Special Programs or his designee, about opportunities to improve the use of spatial data. The University will provide technical assistance necessary to fully utilize the maps it produces under this agreement. The University will make its staff available to assist in training sessions for Florida Housing staff as needed.

14. Develop communications materials around housing needs, housing loss, Rental Market Study, and assisted housing preservation.

a. The University will produce factsheets, maps, and presentation templates for housing needs, evictions/foreclosures, and preservation data, with a focus on the findings of the 2022 Rental Market Study.

b. The University will produce an updated *State of Assisted Rental Housing* report and associated maps, graphics, and presentations. The report will include property, tenant, and neighborhood characteristics for the Florida Housing, HUD, USDA Rural Development, and local housing finance authority portfolios.

c. The University will collect or purchase rent data for properties in the Lost Properties Inventory formerly subsidized by Florida Housing, HUD, and USDA. The University will produce an analysis of post-subsidy rents compared to funders' current portfolio rents.

B. Timeline

1. The University will perform Tasks 1 - 9, 11 - 14 on an ongoing basis throughout the term of this agreement.

2. Activities listed in Task 10 will adhere to the following timeline:

a. Florida Housing will deliver the draft LDA occupancy data layer to the University by March 1, 2024.

b. The University will add the LDA occupancy data layer to the Multifamily Mapping Application by March 15, 2024.

c. Florida Housing will deliver the draft LDA boundaries to the University no later than April 1, 2024. The University will add the draft LDA boundaries to the Multifamily Mapping Application upon receipt from Florida Housing.

d. Following a period of public comment, the final LDA boundaries should be completed by Florida Housing and delivered to the University no later than May 15, 2024, or the soonest practicable date following the public comment period as agreed upon by both parties.

C. Budget

The Parties agree upon a fixed project budget of \$51,500, including a 10% indirect cost rate. The University will provide a detailed invoice for up to \$25,000 of the budgeted amount on June 30, 2024. The University will provide an invoice for up to the remaining budgeted amount within 14 days of end of the contract.

**EXHIBIT B
2024 DATA LAYERS UPDATE SCHEDULE**

Data Layer	Activity	Responsible Party	Receiver	Start Date	Due Date to Receiver or Reviewer	Update Frequency	Data Layer Release
County Size Classification	Update county size classification data layer after BEBR population data release.	Florida Housing (Elizabeth)	Shimberg Center	December 2023	December 15, 2023	Once per contract period	Winter 2023
Racially and Ethnically Concentrated Areas of Poverty (RECAP)	Create 2024 RECAP designations data layer after 5-Year ACS data release.	Florida Housing (Diana)	Shimberg Center	February 1, 2024	March 1, 2024	Once per contract period	Spring 2024
Florida Housing Rental Properties	Florida Housing will update rental properties database. Shimberg Center will update data layer.	Florida Housing (Diana)	Shimberg Center	Quarterly	Quarterly	Four times per contract period	Winter, Spring, Summer and Fall 2024
Florida Housing Development Proximity List	Florida Housing will create a spreadsheet of properties with associated Lat/Long and buffer information. Florida Housing will send the list to Shimberg Center.	Florida Housing (Jean)	Shimberg Center	Summer 2024	1 st Draft - Summer/May-June 2024; Final -July-Sept. 2024; <i>Final is contingent on litigation</i>	Twice per contract period	Summer and Fall 2024
Mandatory Distance Requirement Buffers	Create proximity list data layer. Create buffer data layer based off the proximity list. Florida Housing will verify buffer data layer is correct.	Shimberg Center	N/A	Summer 2024	1 st Draft - Summer/May-June 2024; Final - July-Sept. 2024; <i>Final is contingent on litigation</i>	Twice per contract period	Summer and Fall 2024

Data Layer	Activity	Responsible Party	Receiver	Start Date	Due Date to Receiver or Reviewer	Update Frequency	Data Layer Release
HUD and Rural Development Portfolios	Obtain data from the Florida Housing Data Clearinghouse AHI. Create 2024 HUD and Rural Development Portfolio data layer.	Florida Housing (Diana)	Shimberg Center	August 2024	September 1, 2024	Once per contract period	Summer 2024
Qualified Census Tracts (QCTs)	Create 2024 QCT database and data layer after HUD data release.	Florida Housing (Diana)	Shimberg Center	January 2024	January 15, 2024	Once per contract period	Winter 2023/24
Difficult Development Areas (DDAs)	Create 2024 DDA database and data layer after HUD data release.	Florida Housing (Diana)	Shimberg Center	January 2024	January 15, 2024	Once per contract period	Winter 2023/24
Areas of Opportunity	Create Areas of Opportunity data layer.	Florida Housing (Diana)	Shimberg Center	February 1, 2024	February 15, 2024	Once per contract period	Spring 2024
Limited Development Area Average Occupancy (LDA)	Florida Housing will create the LDA Average Occupancy report and data layer.	Florida Housing (Diana)	Shimberg Center	March 2024	Draft - April 15, 2024 Final - April 30, 2024	Once per contract period	Spring 2024
Limited Development Areas	Create LDA county boundary data layer.	Florida Housing (Diana)	Shimberg Center	March 2024	June 31, 2024	Once per contract period	Spring 2024

**All new and updated data layers will be added to relevant mapping application(s).*