

**FIRST AMENDMENT
TO CONTRACT NUMBER 009-2018**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 009-2018 is entered into and effective as of October 3, 2021, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CAINE MITTER AND ASSOCIATES INCORPORATED (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 009-2018, dated June 22, 2018, (“Contract”) wherein Service Provider agreed to provide or perform Independent Registered Municipal Advisor services pursuant to RFP 2018-02. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three years, beginning October 3, 2018, and ending October 2, 2021.
- C. Section C of the Contract provides that the Contract may be renewed for one, three-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the three-year renewal term, 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. Renewal. The Contract is hereby renewed for the three-year renewal term, beginning October 3, 2021, and ending October 2, 2024. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

- 1. The Contract is amended to add sub-item 6 to Section M, Other Provisions:

6. The Service Provider understands and agrees to comply with the provisions of section 448.095, Fla. Stat.

D. 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 009-2018, by a duly authorized representative, effective as of the Effective Date.

CAINE MITTER AND ASSOCIATES INCORPORATED


By: 

Name/Title: ANSEL CAINE / VICE PRESIDENT

Date: 6/23/2021

FEIN: 04-3440964

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 6-24-21

**CONTRACT FOR
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
CAINE MITTER & ASSOCIATES INCORPORATED**

This Contract for Independent Registered Municipal Advisor (IRMA) Services, 009-2018 (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 CAINE MITTER & ASSOCIATES INCORPORATED (IRMA), located at 225 West 35th Street, Suite 900, New York, New York 10001. Upon execution by both parties, this Contract shall become effective on October 3, 2018 (Effective Date).

RECITALS

- A. The IRMA represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide IRMA Services identified herein and offers to perform those services described in Exhibit A, Request for Proposals (RFP) 2018-02 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the IRMA 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 IRMA 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, RFQ 2018-02
Exhibit B, Fees/Costs Schedule

B. ENGAGEMENT OF THE IRMA

The IRMA agrees to provide Independent Registered Municipal Advisor Services in accordance with the terms and conditions hereinafter set forth. The IRMA agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The IRMA understands and agrees that all services under this Contract are to be performed

solely by the IRMA, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for three years from October 3, 2018. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

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 IRMA 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 IRMA 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 IRMA shall be compensated as described in the Fees/Costs Schedule attached hereto as Exhibit B. Florida Housing and the Contractor may renegotiate pricing at the time of Contract renewal, if applicable.

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

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

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

7. The IRMA 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 IRMA.

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 IRMA or assign any future transaction to the IRMA 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 IRMA 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 IRMA 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 IRMA in this Contract is inaccurate, false or misleading in any respect;
 - b. If any warranty or representation made by the IRMA 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 IRMA 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 IRMA has failed to perform or complete any of the services identified in the attachments;
 - e. If the IRMA has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
 - f. If the IRMA 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 IRMA does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - h. If the IRMA commits fraud in the performance of its obligations under this Contract; or
 - i. If the IRMA 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 IRMA 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 IRMA of the length of the Cure Period in the Notice of Default.

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

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

I. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the IRMA at the address set forth in Section J, Administration of Contract, herein.

2. The IRMA may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. The IRMA shall be responsible for all costs arising from the resignation of the IRMA and the costs associated with the appointment of and transition to a successor IRMA.

J. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract manager 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:

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

3. The IRMA contract manager for this Contract is:

Ansel Caine
Executive Director
Caine Mitter & Associates Incorporated
225 West 35th Street, Suite 900
New York, New York 10001
Office: 212.686.8820
Cell: 919.475.4165
E-mail: acaine@cainemitter.com
or the designated successor.

4. All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.

5. All notices shall be given to the parties' contract manager.

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 IRMA 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 IRMA 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 IRMA will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the IRMA 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 IRMA asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

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

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the IRMA or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the IRMA 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 IRMA 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 IRMA or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the IRMA shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the IRMA does not carry stand-alone cyber liability coverage, the IRMA 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 IRMA 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 IRMA agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

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

6. The IRMA 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 IRMA 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 IRMA must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the IRMA 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 IRMA'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 IRMA 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 IRMA. 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 IRMA understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

N. LOBBYING PROHIBITION

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

P. PUBLIC ENTITY CRIME

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

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

Q. CONFLICTS OF INTEREST

1. Section 420.503(32), Fla. Stat., states:

Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the

corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

2. By executing this contract, the IRMA 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 IRMA 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 IRMA 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 IRMA 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 IRMA or assign any future transaction to the IRMA 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 009-2018, each through a duly authorized representative, effective on October 3, 2018.

CAINE MITTER & ASSOCIATES INCORPORATED

By: Thomas P Caine

Name/Title: THOMAS P CAINE / PRESIDENT

Date: 6/22/18

FEIN: 04-3440964

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Name/Title: Hugh R. Brown / General Counsel

Date: 6-22-18

EXHIBIT A

REQUEST FOR PROPOSALS (RFP) 2018-02

INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

February 14, 2018

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide Independent Registered Municipal Advisor services in accordance with the terms and conditions set forth in this Request for Proposals (RFP), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFP. Florida Housing expects to select one or more Respondents that propose to provide all of the services specified in this RFP. The primary services required are to provide municipal advisory services for single-family and multi-family mortgage revenue bonds.

SECTION TWO DEFINITIONS

For purposes of this document, the following terms will be defined as follows:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFP.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFP.
“EMMA”	The Electronic Municipal Market Access system administered by the Municipal Securities Rulemaking Board (MSRB).
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“IRMA”	Independent Registered Municipal Advisor registered with the Securities and Exchange Commission as a municipal advisor.
“MCC”	Mortgage Credit Certificate

“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP, and submits a response to this RFP.
“Response”	The written submission by an Respondent to this RFP.
“RFP”	This RFP, including all exhibits referenced in this document and all other documents incorporated by reference.
“Specified Pool”	A term used to describe a forward mortgage-backed securities trade. The actual mortgage-backed security that will be delivered to fulfill the trade is known and identified at the time of the trade.
“TBA”	A term used to describe a forward mortgage-backed securities trade. The term TBA is derived from the fact that the actual mortgage-backed security that will be delivered to fulfill a TBA trade is not designated at the time the trade is made.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. The Respondent must submit an original and three copies of the Response to the Contract Administrator in a sealed envelope marked “RFP 2018-02.” Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing will not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on March 14, 2018. Responses will be opened at that time.

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197
Email: Contract.Admin@floridahousing.org

B. This RFP does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor irregularities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;
5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this RFP in writing via mail or e-mail to the Contract Administrator at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on February 26, 2018. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on March 5, 2018. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/request-for-proposals>.

Only written responses or statements from the Contract Administrator that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contract Administrator. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFP must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

H. The term of the contract will be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional three years.

I. Florida Housing is not required to use the services of any selected Contractor or to assign any work to such provider, and may terminate the contract with any selected Contractor without cause and without penalty.

J. Pursuant to Rule 67-49.004, Fla. Admin. Code, Florida Housing may modify the terms of the RFP at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website and will be provided to potential Respondents who requested copies of the RFP. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.

K. The terms of this RFP, and any modifications thereto, will be incorporated into any contract offered as a result of this RFP. Failure of a successful Respondent to accept these obligations in the final contract may result in cancellation of the award.

SECTION FOUR SCOPE OF SERVICES

Services to be provided by the IRMA may include, but not be limited to, the following:

A. Provide financing recommendations for single family and multi-family housing, including Method of Sale letters regarding the feasibility of any financing plan, bond structure, or other financing ideas that might further Florida Housing's mission;

B. Advise on structures of all issuances of Florida Housing bonds; including advice on the manner of sale of such debt to achieve the lowest interest rate possible, timing of such, and approval of bond pricings/compensation of bond underwriters and other professions through closing of the transaction to achieve the outcome expected by Florida Housing;

C. Assistance with analysis of options for investment of indenture bond funds for both SF and MF;

D. Review ideas proposed by the Florida Housing investment banking team;

E. Design, develop, review and run cash flows for both negotiated and competitive bond sales. This may include consolidated and single-issue cash flows for parity indentures and cash flows for stand-alone bond issuances;

F. Evaluate bond cash flows, either consolidated or single issue;

G. Provide full analytical support for any disclosures in EMMA filings, which may or may not be required by changes in regulations;

H. Provide advice on all aspects of Florida Housing's To Be Announced (TBA) program and Specified Pool program. Advise Florida Housing on mortgage pipeline management, including interest rate risk management using forward settlement trades, at Florida Housing's request. Solicit bids and execute trades with counterparties. Monitor trade fulfillment and make recommendations on pair-offs. Perform daily best execution analysis within the TBA program and between Specified Pool program and Bond issuance program. Secure and maintain relationships with counterparties, on behalf of Florida Housing. Evaluate the performance of the counterparties, in addition to monitoring the margin and compensating interest requirements of each firm. Provide mortgage-backed securities allocation instructions to the master servicer and

to the trustee in advance of monthly TBA settlements. Provide ad-hoc analyses for all aspects of Florida Housing's TBA program;

- I. Assist and advise as needed with the MCC program at Florida Housing's request;
- J. Provide TBA hedging services if requested by Florida Housing; and
- K. Furnish such other financial advisory services as requested by Florida Housing.

SECTION FIVE CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection I, of this RFP, each Respondent certifies that:

A. The Respondent submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response will be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this RFP, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., "Prohibited Business Solicitation Communications" is defined by Section 420.503(32), Fla. Stat.

D. The Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

E. The Respondent understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

F. Pursuant to Section 119.0701(2)(b), Fla. Stat., the Respondent, if awarded a contract under this RFQ, will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by Florida Housing to perform the service.

b. Upon request from Florida Housing's custodian of public records, provide Florida Housing 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 Florida Housing.

d. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing 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 Florida Housing, upon request from Florida Housing' custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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**

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph will only apply if and when the Contractor is acting on behalf of Florida Housing.

G. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this RFP, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

H. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with the Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

I. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFP, as well as any modifications thereto, will be incorporated into any contract offered as a result of this RFP.

J. CERTIFICATION STATEMENT:

THE FOLLOWING WILL BE REPEATED IN THE RESPONDENT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A THRESHOLD ITEM AND FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.

"I agree to abide by all conditions of RFP 2018-02 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."

Authorized Signature (Original)

Print Name and Title

**SECTION SIX
INFORMATION TO BE PROVIDED IN RESPONSE**

In providing the following information, restate each item and sub-item (with its letter and number), and limit your Response to one bound volume, no longer than 40 pages. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. COVER LETTER

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information.

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.

2. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Respondent.

B. GENERAL INFORMATION

The Respondent shall provide the following:

1. **(Mandatory Item)** The Respondent must be registered with the U.S. Securities and Exchange Commission and Municipal Securities Rule Making Board, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act. The Respondent must include information evidencing compliance with this requirement. Evidence should include registration identification numbers with both the U.S. Securities and Exchange Commission and Municipal Securities Rule Making Board. **NOTE: Failure to include this information shall result in rejection of the response.**

2. Documentation to support that the key personnel as proposed by the Respondent providing the services outlined in the Scope of Services section each have at least five years of experience with the issuance of single family and multi-family housing revenue bonds for state housing finance agencies.

C. AFFORDABLE HOUSING EXPERIENCE, RESOURCES, AND QUALIFICATIONS

1. Indicate the employee(s) of the Respondent that would be involved with the Florida Housing account. Provide a resume for the key personnel indicated. Identify those members of the Respondent who have experience with:

- a. Multi-family mortgage revenue bond programs;
- b. Single family mortgage revenue bond programs;
- c. TBA programs; and
- d. Running and analyzing cash flows.

The Respondent must have been actively engaged in providing municipal advice to one or more state housing finance entities for no less than five years.

2. Provide a brief history of the Respondent's experience covering all of the programs listed in Item 1. above and any additional information describing activities in which the Respondent has played a significant role and which the Respondent considers most relevant to Florida Housing.

3. Describe the advisory services the Respondent would provide to address the biggest challenges facing housing bond issuers within the next two years.

4. For services described in Section Four, Scope of Services, provide a list detailing state-level housing finance agencies to which your firm provides each of these services.

5. Briefly describe how the Respondent would provide the services in Section Four, Scope of Services, to Florida Housing.

6. Disclose any representation or relationship that may present a conflict of interest in providing Florida Housing with the services identified in Section Four, Scope of Services, of this RFP.

D. LEGAL ISSUES

Respondents must submit a list of:

1. Any pending criminal or civil suits, arbitration or other legal actions or disputes initiated against the Respondent or any principals of the Respondent, by any governmental agency or entity, any professional society, or any oversight body. The list must include any pending or anticipated proceedings or orders relating to a violation or alleged violation by the Respondent of any federal or state statute or regulation pertaining to the underwriting or sale of securities or the provision of investment advisory services or the failure to complete a contract awarded to any Respondent entity, and

2. Any sanctions and/or fines imposed, criminal or civil suits, arbitrations, or other legal actions or disputes against the Respondent or principals of the Respondent concluded in the past five years. For each item on the list briefly state the name and address of the party that initiated the action; the case or other identification number and the body hearing the action the action or dispute; the general nature of the action or dispute, including any amount in controversy; and the ultimate outcome of the matter.

3. Any pending or anticipated proceedings by private parties against the Respondent or principals of the Respondent that may have a material adverse impact on the current financial status or operations of the Respondent entity.

E. FEES

1. Provide a specific detailed proposal as to the Respondent's requested total compensation, including any expense reimbursements. The fee proposal should include a yearly fee that will cover the services included in Section Four except item H. A separate fee proposal for administering a TBA program should be provided in the proposal.

2. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract.

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

F. LIABILITY INSURANCE

The selected Contractor must provide evidence of current liability insurance to include errors and omissions insurance in the amount of \$1 million prior to signing a contract resulting from this RFP.

G. DRUG-FREE WORKPLACE

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of RFP 2018-02, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

H. MINORITY BUSINESS ENTERPRISE

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of RFP 2018-02, that the Respondent is a "minority business enterprise" as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

I. CERTIFICATION (Mandatory Item)

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFP BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.

**SECTION SEVEN
EVALUATION PROCESS**

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFP and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
C.1. Affordable Housing Experience, Resources and Qualifications	15
C.2. Affordable Housing Experience, Resources and Qualifications.....	30
C.3. Affordable Housing Experience, Resources and Qualifications.....	15
C.4. Affordable Housing Experience, Resources and Qualifications.....	20
C.5. Affordable Housing Experience, Resources and Qualifications.....	60
D. Fees	20
Total Points Available.....	160

In the event of a tie, Florida Housing will give preference in the award process to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

The Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items. The Board may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract.

SECTION EIGHT AWARD PROCESS

Florida Housing will provide notice of its decision, or intended decision, for this RFP on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

EXHIBIT B
FEE SCHEDULE

A. The IRMA shall submit invoices for work performed in B. below directly to:

Lily Shen
Senior Accountant
Florida Housing Finance Corporation
227 North Bronough Street Suite 5000
Tallahassee, FL 32301
or the designated successor.

B. For services described under Exhibit A, Section Four, Items A, B, C, D, F, G, I, and K a flat, non-contingent, annual fee of \$150,000 will be paid quarterly in arrears.

C. For services described under Exhibit A Section Four, Item E, a fee of \$20,000 will be paid for providing consolidated cash flow services for the 1995 Master Indenture and \$20,000 for the New Issuance Bond Program Master Indenture. A fee of \$5,000 will be paid for consolidated cash flows if a new master indenture is established by FHFC. The fee for running cash flows for each individual bond issue would be \$15,000 per issue for the 1995 Master Indenture and \$10,000 for bonds issued under any other parity indenture.

D. For services described under Exhibit A, Section Four, Items H and J, an all-inclusive fee of .05% (or less) of the amount of MBS delivered, and a management fee of \$5,000 per month. The management fee will be paid quarterly in arrears.

E. In connection with IRMA services contemplated in Exhibit A, Florida Housing shall reimburse the IRMA for undisputed documented and reasonable actual out-of-pocket expenses, including out-of-pocket expenses for travel in accordance with Section 112.061(6) and (7), Fla. Stat.; telephone and communications; postage and delivery; and printing costs that are directly and exclusively related to the professional services rendered under this Contract, not to exceed \$10,000 per annum.

F. With the respect to structuring bond issues, a fee of \$.20 per 1,000 of bonds, with a minimum of \$5,000 and a maximum of \$20,000 shall be paid. This fee includes a set of closing yield calculations and a stand-alone rating agency cash flow. If the bond issue being structured includes economic refunding issued under a parity indenture, a flat fee of \$10,000 will be added.

G. A fee of \$1,750 per calculation, per tax plan shall be paid for bond and mortgage yield recalculations.