

**FIRST AMENDMENT
TO CONTRACT NUMBER 014-2018**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 014-2018 is entered into and effective as of December 1, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and THE FLORIDA HOUSING COALITION, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 014-2018, dated July 9, 2018, ("Contract") wherein Service Provider agreed to provide or perform affordable housing catalyst services. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The term of the Contract is for three years, beginning July 1, 2018, and ending June 30, 2019.
- C. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

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

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective on December 1, 2018. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

- 1. The Contract is hereby amended by removing Item B.4., Shared Equity and CLTs, from Exhibit B in its entirety.
- 2. The Contract is amended further by deleting the table entitled, "Affordable Housing Catalyst Program Fees and Services for Contract Period of July 1, 2018 through June 30, 2019" within Exhibit C in its entirety and substituting in its place the following:

Affordable Housing Catalyst Program

Fees and Services for Contract Period of July 1, 2018 through June 30, 2019

Category	Unit Cost	Unit Type	Units	Total
Telephone/Email TA	\$9,200	Month	12	\$110,400
Offsite TA	\$150	Hour	99	\$14,850
Site Visits/Onsite TA	\$1,800	Day	23	\$41,400
Regional Seminars	\$5,800	Seminar	4	\$23,200
Clinics	\$3,000	Clinic	16	\$48,000
New Workshops	\$11,000	Workshop	3	\$33,000
Existing Workshops	\$9,000	Workshop	7	\$63,000
Stakeholder Group Events	\$2,500	Event	12	\$30,000
Off-site TA follow-up for participants of workshops, clinics, stakeholder group events and site visits	\$150	Hour	172	\$25,800
Webinars	\$2,000	Webinar	21	\$42,000
Publications	Variable ¹	Publications	3	\$42,000
3-Day Conference Training	\$20,000	Conference	1	\$20,000
Unallocated Reserve²	TBD	TBD	TBD	\$6,350
Total				\$500,000

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.
2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term

¹ See Exhibit B, Item D.

² Funds in this category may be allocated to one or more of the above budget line items upon written mutual agreement of both parties.

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.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 014-2018, by a duly authorized representative, effective as of December 1, 2018.

THE FLORIDA HOUSING COALITION, INC.

By: Jaimie A. Ross

Name/Title: Jaimie Ross/ CEO

Date: 11-27-18

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown / General Counsel

Date: 11-27-18

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

This Contract for Affordable Housing Catalyst Program Services #014-2018 (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, Florida, 32301, and the FLORIDA HOUSING COALITION, INC. (Contractor), located at 1367 East Lafayette Street, Suite C, Tallahassee, Florida, 32301. This Contract shall become effective on July 1, 2018 (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the required services and offers to perform those services described in Exhibit A attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

- Exhibit A, Scope of Work
- Exhibit B, Deliverables
- Exhibit C, Fee Schedule

B. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Contractor understands and agrees that all

services under this Contract are to be performed solely by the Contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for one year from July 1, 2018.

D. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

E. INVOICES

The Contractor shall submit invoices to the program contact person in Section J, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Contractor is found to be in non-compliance with Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

F. FEES/COSTS

The Contractor shall be compensated as described in the Fee Schedule attached hereto as Exhibit C.

G. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Contractor, its agents, its servants, or employees, and the Contractor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Contractor, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Contractor shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Contractor specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Contractor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Contractor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the Contractor.

H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Contractor as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Contractor in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Contractor in

this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Contractor in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If the Contractor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, the Contractor has failed to perform or complete any of the services identified in the attachments;

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

f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

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

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

i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Contractor a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Contractor of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but

are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10th) day after the Contractor receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or

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

I. TERMINATION

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

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

J. ADMINISTRATION OF CONTRACT

1. 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:

Robert Dearduff
Special Programs Administrator & Local Government Liaison
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Robert.Dearduff@floridahousing.org
or the designated successor.

3. The Contractor contract managers for this Contract are:

Jaimie Ross
President/CEO
Florida Housing Coalition, Inc.
1367 E. Lafayette Street, Suite C
Tallahassee, Florida 32301
Phone: 850.878.4219
Cell: 850. 212.0587
E-mail: Ross@flhousing.org
or the designated successor.

Susan Pourciau
Chief Financial Officer
Florida Housing Coalition, Inc.
1367 E. Lafayette Street, Suite C
Tallahassee, Florida 32301
Phone: 850.878.4219
Cell: 850.274.9764
E-mail: Pourciau@flhousing.org
or the designated successor.

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

5. All notices shall be given to the parties' contract 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 Contractor in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Contractor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Contractor will be required to comply with public records laws, specifically to:

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

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

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

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

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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

2. Confidentiality

a. If the Contractor asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Contractor's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding

such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Contractor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the Contractor is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Contractor shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

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

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Contractor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

4. Files

a. Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Contractor in connection with this Contract. The Contractor shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Contractor shall maintain these files for five years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Contractor and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Contractor under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Contractor.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Contractor shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Contractor does not carry stand-alone cyber liability coverage, the Contractor agrees to indemnify costs related

to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

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

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

5. The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Contractor agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. The Contractor agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

7. If the Contractor reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.

8. In the event of a breach of PII or other sensitive data, the Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Contractor's corrective action plan; and the timelines associated with the corrective action plan.

M. OTHER PROVISIONS

1. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

4. The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

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

N. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Contractor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

O. LEGAL AUTHORIZATION

The Contractor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

P. PUBLIC ENTITY CRIME

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

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

Q. CONFLICTS OF INTEREST

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

Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

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

2. By executing this contract, the Contractor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Contractor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Contractor to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

R. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

S. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

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IN WITNESS WHEREOF, the parties have executed this Contract Number 014-2018 each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COALITION

By: 

Name/Title: Jannet Rosen
CEO

Date: 7-3-2018

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: July 9, 2018

**EXHIBIT A
SCOPE OF WORK**

All items listed in this section are subject to funding availability for the Catalyst program.

A. Objectives

The work being procured shall include, but is not limited to, the following two general components: a training component and a technical support and assistance component. These are described individually below.

1. Training Component

The training component of the proposal shall be designed to build the housing development capacity of state and local governments, public housing authorities, not-for-profit and community-based organizations, as a permanent resource for the benefit of communities in this state related to affordable housing. Florida Housing contemplates that the training shall be delivered in workshops, clinics and via webinars, typically lasting one to two days for six hours per day; though individual workshops or clinics could be proposed outside these parameters. The scope of the training shall include, but is not limited to:

- a. Real estate development skills related to affordable housing and supportive housing including the construction process and property management and disposition;
- b. The development of public-private partnerships to reduce housing costs;
- c. Management and board responsibilities of community-based organizations;
- d. Administration of state and federal affordable housing programs;
- e. Workshops for program administrators and staff, onsite visits, guidance in achieving project completion, and a newsletter to community-based organizations and local governments; and
- f. Materials for self-instruction.

2. Technical Support and Assistance Component

The Contractor shall provide specialized technical assistance and support to local governments, not-for-profits and other qualified organizations to implement the HOME Program, SHIP Program, The Hardest Hit Fund and other affordable housing programs. The Contractor's technical assistance staff shall have the capacity to respond to technical assistance needs as they arise during the contract year, and as identified by the Contractor or Florida Housing. Such technical support and assistance shall include, but is not limited to:

- a. The formation of local and regional housing partnerships as a means of bringing together resources to provide affordable housing.
- b. The implementation of regulatory reforms to reduce the risk and cost of developing affordable housing.
- c. The implementation of affordable housing goals and strategies included in local government comprehensive plans.
- d. Compliance with requirements of state and federally funded housing programs and implementation of reporting systems to monitor compliance and program accomplishments.

B. Scope of Services

The Contractor shall perform and render the services identified below as an independent contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as “Contractor and professional services” and shall include, but are not limited to, the provision of advice and assistance to Florida Housing in the following areas:

1. Technical Assistance Delivery

The Contractor shall deliver technical assistance to housing professionals, staff of city, county and state governments, public housing authorities, not-for-profit and community-based organizations and others who participate in the development of affordable housing. Delivery of technical assistance shall be in the form of workshops, clinics, telephone and e-mail technical assistance, on-site technical assistance and webinars meeting the following criteria:

a. Workshops

- i. The Contractor shall conduct workshops, as contracted, specifically designed for housing professionals, local governments, housing advocates, state agencies, not-for-profits public housing authorities and community-based organizations that participate in the development of affordable housing. Instructors for workshops must be knowledgeable in the subject matter and have experience in the development of affordable housing.

- ii. Workshop topics, dates and locations shall be established by Florida Housing and the Contractor at least 30 days prior to the workshop date. Workshop locations shall be selected to assure geographic distribution and access to interested parties.

- iii. Workshops shall be held on weekdays (i.e., Monday through Friday) and shall typically begin at 8:30 a.m. and end at 4:30 p.m.

iv. The training shall consist of lecture, discussions, handouts, and other relevant information covering the workshop topic.

v. The Contractor shall consult with and obtain prior approval from Florida Housing in determining final workshop content, training schedule, training duration and workshop locations.

vi. The Contractor shall be responsible for scheduling all workshop meeting rooms and speakers, and any payment associated therewith.

vii. The Contractor shall be responsible for the registration of all workshop participants.

b. Clinics

i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct clinics that have been requested by one or more local governments, not-for-profits, or community-based organizations. Such organizations must be involved with a local or regional affordable housing delivery process in coordination with agencies providing local government funds.

ii. Clinics shall be customized to meet the individual needs of participants from a geographically proximate region and shall be typically limited to twenty-five (25) participants. This training is often less than a full day. The training content may be a housing forum, or the commonly taught Income Qualification or New Staff training topics. Where possible, appropriate, and relevant, the Contractor shall extend an invitation to other regional interests to participate in the clinic.

iii. The Contractor shall be responsible for the same tasks for clinics as are set forth in Section B.1.a. above for workshops.

c. Regional Seminars

i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct regional seminars that have been requested by one or more local governments, not-for-profits, or community-based organizations. Unlike most clinics, the regional seminars often involve more than one trainer and participants from more than one local government. The training topic is often a full day and may be a training from a previously offered workshop.

ii. Regional seminars shall be customized to meet the individual needs of participants from a geographically proximate region and shall be typically have thirty (30) or more participants. Where possible, appropriate, and relevant, the Contractor shall extend an invitation to other regional interests to participate in the regional seminar.

iii. The Contractor shall be responsible for the same tasks for regional seminars as are set forth in Section B.1.a above for workshops.

d. Telephone and E-mail Technical Assistance

i. The Contractor shall provide telephone and e-mail technical assistance through the installation and operation of a Florida toll-free telephone line to be used solely for the purpose of providing technical assistance under the Affordable Housing Catalyst Program.

ii. Telephone calls shall be answered within 24 hours by a knowledgeable member of the Contractor's technical assistance team. The telephone line will be staff during the business day from 9:00 am to 5:00 pm, Eastern Time, Monday through Friday, excluding observed holidays or on an adjusted schedule agreed to by Florida Housing due to budget limitations.

iii. All cost associated with the installation, staffing and maintenance of the toll-free line shall be paid for by the Contractor.

iv. The Contractor shall establish an e-mail address(es) to receive incoming messages. E-mail inquiries must be responded to within one (1) business day or on an adjusted schedule agreed to by Florida Housing due to budget limitations.

e. On-site Technical Assistance

i. The Contractor shall be available to provide on-site technical assistance to local governments, not-for-profits, community-based organizations or other entities that receive SHIP, HOME or Hardest Hit Fund Program funds, or other affordable housing program funds.

ii. Upon receipt of a request for on-site technical assistance, the Contractor shall submit a written request to Florida Housing for approval. The request shall identify who will be receiving technical assistance, the reason a technical assistance visit is needed, any problem areas, estimated length of time needed for the on-site visit, and any previously conducted site visits.

iii. Technical assistance on-site visits shall last up to six hours, depending upon the needs and desires of the technical assistance client. In instances where six hours is inadequate to address an organization's needs, the contractor shall propose a longer time frame for assistance. In instances where more than twelve (12) hours of assistance is anticipated, the Contractor shall develop and submit a technical plan for assistance (TPA) for the organization. The TPA shall be submitted in addition to the on-site technical assistance request form described in (b) above. This plan will address the subject areas in which the organization needs assistance and will outline the actions that will be taken to improve the organization's performance in those areas.

iv. After each on-site technical assistance visit, the Contractor shall submit a written report to Florida Housing in an acceptable format.

v. All costs associated with the on-site visit must be paid for by the Contractor including: salaries, materials, preparation and research time to deliver the technical assistance to the customer and all travel related expenditures.

f. Webinars

i. The Contractor shall conduct webinars, as contracted, specifically designed for housing professionals, local governments, housing advocates, state agencies, not-for-profits public housing authorities and community based organizations that participate in the development of affordable housing. Instructors for webinars must be knowledgeable in the subject matter and have experience in the development of affordable housing.

ii. Webinar topics, dates shall be established by Florida Housing and the Contractor at least thirty (30) days prior to the webinar date.

iii. The Contractor shall consult with and obtain prior approval from Florida Housing in determining final webinar content, training schedule, and training duration.

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

g. Off-site Technical Assistance

i. The Contractor shall be available to provide off-site technical assistance to local governments, not-for-profits, community-based organizations or other entities that receive SHIP, HOME or Hardest Hit Fund Program funds, or other affordable housing program funds.

ii. Upon receipt of a request for off-site technical assistance, the Contractor shall submit a written request to Florida Housing for approval. The request shall identify who will be receiving technical assistance, the reason technical assistance is needed, any problem areas, estimated length of time needed, and any previously conducted site visits. For off-site technical assistance provided as a follow-up to participants of an approved workshop, clinic, stakeholder event or site visit are considered pre-approved and will be reported as part of the monthly report.

iii. Off-site technical assistance shall be documented as part of the monthly report from the Contractor.

2. Instructional Materials

The Contractor shall furnish at its own expense all instructional materials for all workshops, webinars and clinics. This shall include, but not be limited to: course outline; transparencies/charts/graphs used for classroom instruction; manuals and/or resource materials approved by Florida Housing; any transportation associated with workshop site tours for the instructors and workshop participants; audio/visual equipment, or other equipment necessary to present materials for instructional training and workshop delivery; any computers and software needed for workshop participants.

3. Workshop and Clinic Speakers

The Contractor shall ensure that all workshop, webinar and clinic speakers possess the knowledge, skills and expertise in the designated topic area.

Upon request from Florida Housing the Contractor will arrange for a meeting between any new staff members working under this contract and appropriate Florida Housing staff at no cost to Florida Housing.

4. Catalyst Marketing - Materials and Activities

a. The Contractor shall market all workshops, webinars and clinics statewide. Marketing materials shall meet the following criteria:

i. The Florida Housing logo, sponsorship information, training session content, dates, times and locations shall be prominently displayed on all written marketing materials.

ii. Marketing materials for workshops, webinars and clinics shall be distributed at least 30 days prior to any workshop or clinic, unless otherwise approved by Florida Housing. Materials shall be distributed to local governments participating in the SHIP Program and HOME Program, agencies participating in the Hardest Hit Fund Program, not-for-profit corporations which produce or desire to produce affordable housing, public housing authorities, and other interested parties. The information shall also be posted on a website maintained by the contractor which shall be linked to the Florida Housing website.

b. Two weeks prior to each workshop and clinic, the Contractor shall mail or e-mail information to each registered participant which includes: registration confirmation, workshop or clinic location, map directions, designated parking areas, lodging information and an agenda for the workshop or clinic which includes the names of the speakers and the topics to be addressed.

c. The Contractor shall also market workshop, webinar or clinic information through the newsletters of related organizations, such as Florida Community Development Association, Florida League of Cities, Florida Association of Counties, Florida Homebuilders Association, Florida American Planning Association, Regional Planning Councils, Florida Association of Housing and Redevelopment Officials, Florida

Association of Homes and Services for the Aging, and other appropriate organizations, but shall not be required to purchase paid advertising in these newsletters.

d. The Contractor shall provide to Florida Housing copies of written materials that discuss the Catalyst Program for review and comment by Florida Housing prior to printing and distribution in any brochure, newsletter or publication produced for the purpose of this contract. This material shall state that the services the Contractor performs for the Affordable Housing Catalyst Program are made possible through the Florida Housing Finance Corporation.

e. The Contractor shall maintain a web site containing the following information:

- i. Technical assistance listing of workshops by date and location;
- ii. Contact information for purposes of registration;
- iii. Course descriptions and agendas; and
- iv. Training manuals, Powerpoint presentations, webinars and videos contracted under and paid for through Catalyst.

5. Technical Assistance Log

The Contractor shall maintain a monthly technical assistance log in a format acceptable to Florida Housing. This log shall contain statistical information on the number of on-site technical assistance visits conducted, number of telephone calls received on the toll-free telephone line, number of workshops and clinics conducted, and the total number of clients served.

6. Monthly Report

As part of each monthly report, the Contractor shall provide actual and estimated charges to date and a current record of expenditures and estimated expenditures in a format acceptable to and approved by Florida Housing.

7. Meetings and Conferences

The Contractor shall be available upon reasonable notice to attend and conduct meetings on behalf of Florida Housing, as directed in writing by Florida Housing, to further the development of affordable housing. Meetings may be held in Tallahassee or other designated locations in Florida. Meetings conducted or attended on behalf of Florida Housing may be counted as a technical assistance on-site visit.

8. Evaluations

a. Workshops, Webinars and Clinics

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

The Contractor shall submit the completed evaluation forms to Florida Housing with the monthly report.

b. On-site Technical Assistance

For each on-site technical assistance visit, the Contractor shall distribute an on-site evaluation form, acceptable to Florida Housing, to the client receiving the on-site technical assistance. The Contractor shall instruct the client to complete the form and then mail, fax, or e-mail the evaluation to Florida Housing.

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EXHIBIT B DELIVERABLES

The following is a detailed list with descriptions of deliverables. Florida Housing may also add new topics or require multiple topics to be condensed into one event if needed. All deliverables will be approved by Florida Housing prior to scheduling.

A. New Workshops:

1. **Successful Disaster Recovery** - This workshop provides guidance to support communities offering disaster recovery with SHIP-DR and other sources. Topics include additional documentation required, avoiding duplication of benefits, differences in a disaster-related repair programs, using SHIP with CDBG-DR, and more. Training presenters will include local government staff who will discuss their recovery work from past disasters.

a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this workshop being held.

2. **Rental Housing Preservation** - This workshop will address the rental housing crisis and the need for thousands of new units, with a very acute need for very-low and extremely-low income households through preservation of existing units. At the same time, several thousand affordable housing rental units are at risk of being lost as affordability periods expire. Therefore, preservation is crucial to meeting the need for affordable rental housing. This workshop will explore factors and strategies for preservation.

3. **Building Capacity: The Nonprofit as an Affordable Housing Developer** - This workshop focuses on professional development for nonprofit board members, executive leadership to improve nonprofit operational capacity for adding or expanding new lines of affordable housing business. The audience for this workshop includes nonprofits currently working with SHIP offices, and those that wish to engage with private or public partners. We will primarily recruit participation from nonprofits seeking to do development or expand their housing mission.

B. Existing Workshops to be repeated:

1. **Proficiency in Income Qualification** - This is an intensive workshop on the details of income compliance designed specifically for those who process applications for SHIP assistance and the people who supervise them. One of the trainings that is most requested by SHIP staff, this course introduces numerous critical eligibility activities, including income verification, determining household size, and calculation of annual income. The training covers applicant intake, income/asset verification, and file documentation. Hands on exercises will challenge participants to apply qualification methods to case studies and to reflect on how lessons learned may be applied to each participant's daily SHIP work.

2. **The Predevelopment Process** - Predevelopment is one of the most important components of housing development. This training provides guidance to nonprofit organizations on predevelopment activities and due diligence, necessary prior to the development of affordable housing units. The workshop complements the Affordable Housing Funding Sources workshop. Presenters will cover site acquisition, construction/design, zoning, budgeting and other elements of the predevelopment process. Workshop presenters will discuss the Florida Housing Finance Corporation's Predevelopment Loan Program requirements and will walk through the process for obtaining a loan.

a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this workshop being held.

3. **The Development Process** - This workshop provides participants with an introduction to the housing development process from the point of view of the developer. It is designed for nonprofit developers, housing program administrators, and their community partners. The presenter will address land use, impact fees, permitting, platting and more. Understanding the development process, as well as the costs and financing needed to make affordable housing production happen, will enable housing administrators to design effective affordable housing programs. Participants will also gain a better understanding of how amounts and timing of subsidies directly influence the incomes of the families being served. Key topics include financing, site selection, and how housing is made affordable.

4. **Shared Equity and CLTs** - This workshop will explain shared equity programs, and how incorporating shared equity provisions into SHIP strategies can more effectively expand and preserve the affordable housing stock. We will cover the philosophy, mechanics, and best practices for shared equity programs including how a local government can partner with a community land trust to implement a SHIP shared equity program. Presenters will address key topics such as resale restrictions, local government disposition of surplus lands, lending for shared equity programs, and recordkeeping. Participants will also learn about Fannie Mae and Freddie Mac's Duty to Serve Rule, effective January 2018, which applies to shared equity affordable housing.

5. **Affordable Housing Funding Sources.** This workshop provides an overview of funding, including the State Housing Initiative Housing Partnership (SHIP), State Apartment Incentive Loan (SAIL), Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), Emergency Solutions Grant (ESG), HUD Continuum of Care (CoC), Low-Income Housing Tax Credit (LIHTC), and other funding sources. Presenters will provide an overview of where these sources come from, how they are awarded, allocated and distributed, and their allowable uses. Participants will build on that knowledge and discuss how these funds could be leveraged in different scenarios. The training is designed for SHIP administrators, other local government housing staff, and nonprofit organizations.

6. **LHAP Preparation and Strategy Design** - This workshop will be located geographically to maximize attendance from the local governments with plans due. The training addresses the fundamentals of implementing the LHAP as required by SHIP. The training is strongly recommended for staff with LHAPs due in 2019. It focuses on requirements for completing the plan and assessing what improvements will benefit a local government's housing strategies. The guidance from this workshop will help SHIP administrators adjust, adapt, and be successful in the LHAP submittal and approval process. The presenters will look beyond a list of rules and regulations to help participants understand the basis and reasoning for program requirements. This deeper knowledge will help participants as they consider how to update their process or strategies. Topics will include preparing the AHAC Report and tuning up your housing strategies in a changing market. The presenters will advise participants how to write a SHIP Local Housing Assistance Plan (LHAP) that is clear, concise and complies with all requirements. The training will highlight details in the updated LHAP template, offer instructions on properly completing the Housing Delivery Goals Chart and other required forms, and help assess how to enhance housing strategies, learn best practices to ensure quick approval, and common mistakes to avoid.

a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this workshop being held.

7. **LHAP Preparation and Strategy Design (Second Occurrence)** – Repeat of course above.

8. **Preparing for SHIP Monitoring** - This workshop details the process and items on which SHIP monitors focus their attention during their review of a SHIP jurisdiction. This will help local governments be prepared for and achieve the best outcome from their next monitoring visit. The training will outline SHIP rule compliance, as well as Florida Housing options for addressing non-compliance. Beyond discussing mere compliance, this training will help local governments perform a health and effectiveness "checkup" on the local SHIP program using diagnostic exercises. Key topics include steps in the monitoring process and common monitoring findings.

C. Webinars

1. **Incentives to Encourage the Private Sector to Build Affordable Housing in the Community** - Affordable housing development creates many private sector benefits. Among other things, it attracts businesses, creates jobs, and stimulates the local economy. Affordable housing development is also profitable to private developers. This webinar will explore the many incentives and benefits that affordable housing development brings to the private sector.

2. **Florida Housing's Special Needs RFAs: An Introduction for Local Governments** - Florida Housing Finance Corporation issues requests for applications (RFAs) to provide funding for developments with a homeless or special needs focus.

Some of these RFAs have been undersubscribed. This webinar, designed from the perspective of local government and with input from Florida Housing's multi-family program staff, will focus on these and other RFAs that receive relatively few applications and may be opportunities for funding success. Learn the submission requirements for these RFAs and the role of local government in the application and underwriting process, including site identification, coordination of services, timing of development review, and utilizing SHIP funds to meet the special needs set-aside in the SHIP statute.

- a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this webinar being held.

3. Florida Housing's Special Needs RFAs: An Introduction for Nonprofit Developers - Florida Housing Finance Corporation issues requests for applications (RFAs) to provide funding for developments with a homeless or special needs focus. These RFAs which are generally for nonprofit applicants only are often undersubscribed. Similar to the webinar on this topic for local government, this webinar is designed with input from Florida Housing's multifamily program staff, from the perspective of the nonprofit developer. Learn the submission requirements for these RFAs including threshold eligibility requirements for the applicant, funding levels, and development characteristics. The webinar will also include discussion on those requirements which may present challenges and how to overcome them.

- a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this webinar being held.

4. Best Practices for the Procurement of Construction and Rehabilitation Services - As the majority of SHIP funds must be spent on construction and rehabilitation activities, local governments must often times partner with contractors that have the skills and expertise needed to implement housing rehabilitation and construction projects. This webinar will provide guidance to local governments on advertising their programs to solicit contractors, screening contractors to make sure they have the necessary licenses and qualifications, establishing and maintaining a contractors pool, using local businesses and contracting with small, minority-owned and women-owned businesses, and addressing challenges in getting contractors to participate in government-funded housing programs while adhering to the program's policies and procedures.

5. Managing SHIP in Rural Communities - This webinar is designed for staff from rural communities that receive the minimum SHIP allocation. The presenters will offer suggestions on how to run an efficient assistance program with limited staff. Learn about common pitfalls to avoid and the roles of community partners and leveraged funds.

6. Assisting Very Low-Income Homebuyers - Very low-income households create challenges when applying for assistance as homebuyers. Many

have no credit, poor credit, are cash poor and lack the knowledge needed to understand the homeownership process. In this webinar we will look at ways to educate very low-income buyers and prepare them for the responsibilities of homeownership, look at leveraging and layering resources to make the purchase affordable, and how to partner with non-profit organizations such as Habitat for Humanity to serve this income group.

7. SHIP Rent Limits Policy - Using SHIP for rental housing has always come with several rules and requirements. Some have recently changed. Learn about the Florida Housing Finance Corporation's most recent guidance on SHIP rental assistance, which exempts rent/utility deposit assistance from compliance with the SHIP rent limits. All other types of SHIP rental assistance and development will also be addressed.

8. Involving Realtors in Purchase Assistance - This webinar provides an introduction to SHIP homebuyer assistance. It will help ensure that Realtors and seller's agents know how to incorporate SHIP into the overall work of financing and purchasing a home. The training is intended for Realtors as well as SHIP staff, who might ask their Realtors partnership to also attend.

9. Monitoring SHIP-Assisted Rental Housing - Learn what SHIP requires when building or repairing rental housing. Ongoing monitoring of assisted rental units is the SHIP responsibility that is the main focus of this webinar. The presenters will discuss rental developments—including those financed with tax credits—to help participants understand the local government obligation for monitoring. Key topics include income eligibility monitoring, calculating affordability, and the role of physical property inspections.

a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this webinar being held.

10. Property Manager Series, Part 1: Tenant Selection, Screening In vs. Screening Out, Selection Criteria, Access for Special Needs Applicants - This is the first part of a two-part webinar for multifamily property managers. Presenters will offer guidance to ensure that marketing, tenant screening, and property management policies and procedures comply with fair housing requirements. Participants will consider plans and actions that take meaningful steps to promoting fair housing choice and fostering inclusive communities.

a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this webinar being held.

11. Property Manager Series, Part 2: Marketing, Policies, Fair Housing and More - This is the second part of a two-part webinar for multifamily property managers. It builds on the first by providing training on special topics, including conducting tenant selection on a case by case basis for homeless and special needs households. Presenters will address screening in versus screening out households with

special needs, disabilities, and histories of homelessness. Learn about working with support services agencies to facilitate access.

- a. Florida Housing must be provided with all training materials for review and comment at least 14 days prior to this webinar being held.

12. Building Capacity to Build - The Nonprofit as Affordable Housing Developer: This webinar is offered for nonprofit board members, executive leadership, and staff who are new to development or are considering adding additional services. It is a pre-requisite training for those who plan to attend the workshop on this topic.

13. Special Needs Assistance with SHIP Funds - This webinar will help housing administrators incorporate and document the required 20 percent of the SHIP allocation to serve persons with special needs into the LHAP. This training will review documentation and reporting requirements related to each type of applicant with special needs as defined in s. 420.0004 of the Florida Statutes. The presenters will highlight successful initiatives from SHIP communities involving assistance with rental housing, home repair, purchase assistance, and more. Learn how local Centers for Independent Living, Arc agencies and other service providers can help identify special needs applicants in need of housing assistance. The presenters will review collaborations with CoC homeless Coordinated Entry, Foster Care, and domestic violence programs. The training will help fine tune plan to comply with the special needs requirement in a timely fashion.

14. Working with Blended Financing/Subsidy Layering - Monitoring projects that have several different funding sources can be difficult. Determining which rule takes precedence over another is important to understand when monitoring blended projects. This webinar offers guidance on monitoring projects that have multiple funding sources such as SHIP, HOME and tax credit financing. It will address which project rules apply when there are multiple funding sources and considerations when reviewing rents, utility allowances, annual Resident Income Certifications, recording keeping and file reviews.

15. LHAP Strategy Design and Amendments - This webinar provides guidance on new strategies and amendments and the considerations of what should be included when updating or changing the LHAP. Learn how to write a SHIP strategy that is clear, concise and complies with all requirements. The training will highlight details in the current version of the LHAP template and offer instructions on making updates to the Housing Delivery Goals Chart or other LHAP Exhibits. Learn best practices to ensure quick approval of your new or updated strategy, as well as common mistakes to avoid.

16. Preparing for a SHIP Monitoring Visit - This workshop details the process and items that SHIP monitors focus their attention on during their review of a SHIP jurisdiction. This will help local governments be prepared for and achieve the

best outcome from next monitoring visit. The training will outline SHIP rule compliance, as well as Florida Housing options for addressing non-compliance. Beyond discussing mere compliance, this training will help local governments perform a health and effectiveness “checkup” on the local SHIP program using diagnostic exercises. Key topics include steps in the monitoring process and common monitoring findings.

17. Effective Written Agreements - Written agreements (interlocal, sub recipient, contracts, work write-ups, etc.) serve as the legally binding contract between two parties. The terms, conditions, affordability period, roles, responsibilities and enforcement mechanism and conditions for repayment must be included in the agreement for it to be enforceable. In the event of non-compliance by a homeowner, contractor, developer, sub recipients or sponsors, the agreement serves to protect the local government’s investment of funds. Failure to include these conditions could make the local government responsible to pay back funds in the event of non-compliance. Learn what must be included in agreements to protect the local government.

18. Income Certification for SHIP Applicants - This webinar provides a comprehensive overview of the income qualification process for SHIP applicants. It is designed for those who process applications for SHIP assistance and the people who supervise them. The training will cover the process from application intake through approval, file management and compliance. The presenter will address critical eligibility activities, including income verification, determining household size, and income inclusions and exclusions. Participants will learn how to compute anticipated annual income and complete income and asset verification.

19. Working with Nonprofits, Sponsors and Subrecipients - Several SHIP communities outsource implementation of one or more of their strategies. Learn what types of groups may serve as sponsors and sub recipients and hear firsthand from the staff of groups that provide SHIP services. The presenters will highlight key examples of how SHIP work is effectively outsourced, addressing details of LHAP selection criteria and suggested language for a Request for Proposals. The webinar will address service delivery fees and other details in a sub recipient agreement. Key topics include the elements of monitoring and effective communication.

20. Pre- and Post-Disaster Recovery with SHIP - Florida must be prepared for hurricanes, fires, floods, tornados and more. Every hurricane season has the potential to be a destructive one—this is incentive enough to plan for disaster. This webinar will be presented in coordination with staff from the Florida Division of Emergency Management (DEM), who will detail new construction and rehabilitation features that strengthen a home against damage from futures disasters. Participants will learn to identify community partners who are preparing for disasters and organizing to respond when the time comes. Presenters will address the valuable contribution of the SHIP program in responding to past disasters. Learn how to ‘tune

up' your SHIP disaster response strategy. Key topics will include the Local Mitigation Strategy and Voluntary Organizations Active in Disasters.

21. Preparing for Deadlines & Annual Reports - This webinar is designed to focus on ongoing tracking responsibilities, even before the pressure of the September 15 annual report deadline is upon you. It will especially help new SHIP staff members who have recently been assigned tracking or annual reporting responsibilities. Participants will receive the updated SHIP tracking spreadsheet, along with written instructions from tracking funds and then also completing an online annual report. The presenter will address how to confirm if your tracking spreadsheets accurately reflect the city or county general ledger. Learn how to identify and track program income.

D. Publications

Publications will address topics relevant to the following workshops and webinars, although the publications are more extensive than typical workshop materials. Excerpts from the publications may be printed for use in the workshops, relevant clinics, and site visits, or shared via email. Copies of the entire publications will be posted at www.flhousing.org. Beyond workshop attendees, the publications have a broader audience. Not everyone who needs the information may attend a workshop, and there are staff who benefit from a written guide if they miss a workshop, were hired after a workshop, or could not travel to it. In addition, the publications are for local elected officials, AHAC members, and community stakeholders. For each proposed publication, appropriate Florida Housing staff will have the opportunity to review draft materials at least twice, for a period not to exceed 14 days per review.

1. **Establishing a Land Bank Program - \$12,500:** This publication will add to the 2017 Surplus Lands Guidebook. It focuses on how to design an inventory and disposition program for surplus public lands to benefit affordable housing. Guidance and examples will explain the elements of an effective land bank program that can supply qualified housing providers with land suitable for developing affordable housing. This guide addresses how an effective disposition process can provide a source of revenue dedicated to the local affordable housing trust fund. It offers a suite of documents that address policies and procedures for establishing and implementing an effective land bank and disposition program.

2. **Accessory Dwelling Units Handbook - \$12,500:** This offers information about an affordable housing approach supported by the Florida Legislature that few local jurisdictions are implementing. An accessory dwelling unit (ADU), a residential unit that is secondary to the primary residence of the homeowner, can be a powerful tool for providing affordable rental housing and promoting smart growth. This guide explains how to develop ADUs as infill units built where there is existing infrastructure to make greater use of the already developed land.

3. **Using SHIP for Rental Housing - \$17,000:** Currently, Florida's biggest housing need is affordable rental housing. This publication addresses the principles behind developing and financing affordable rental housing. The challenges and opportunities of both new construction and rehabilitation will be covered, as will small, scattered site deals and large-scale developments. It will address what SHIP requires for ongoing monitoring of assisted rental units and will address tax credit deals from a SHIP perspective. Key topics include understanding the market, sources and uses, calculating affordability, and financing and monitoring with blended funding.

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**EXHIBIT C
FEES**

Affordable Housing Catalyst Program

Fees and Services for Contract Period of July 1, 2018 through June 30, 2019

Category	Unit Cost	Unit Type	Units	Total
Telephone/Email TA	\$9,200	Month	12	\$110,400
Offsite TA	\$150	Hour	60	\$9,000
Site Visits/Onsite TA	\$1,800	Day	17	\$30,600
Regional Seminars	\$5,800	Seminar	10	\$58,000
Clinics	\$3,000	Clinic	8	\$24,000
New Workshops	\$11,000	Workshop	3	\$33,000
Existing Workshops	\$9,000	Workshop	8	\$72,000
Stakeholder Group Events	\$2,500	Event	12	\$30,000
Off-site TA follow-up for participants of workshops, clinics, stakeholder group events and site visits	\$150	Hour	151	\$22,650
Webinars	\$2,000	Webinar	21	\$42,000
Publications	Variable ¹	Publications	3	\$42,000
3-Day Conference Training	\$20,000	Conference	1	\$20,000
Unallocated Reserve²	TBD	TBD	TBD	\$6,350
Total				\$500,000

Hardest Hit Program

Fees and Services for Contract Period of July 1, 2018 through June 30, 2019

Category	Unit Cost	Unit Type	Units	Total
HHF Telephone/Email TA	\$2,500	Month	6	\$15,000
Offsite TA	\$150	Hour	100	\$15,000
TOTAL				\$30,000

NOTES:

A. The contract line item and total amounts approved are to be considered “up to” amounts. Florida Housing is under no obligation to expend the entire contract amount.

¹ See Exhibit B, Item D.

² Funds in this category may be allocated to one or more of the above budget line items upon written mutual agreement of both parties.

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

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

D. All published materials are subject to pre-approval by Florida Housing. This includes approving credentials of writers and contributors, printing costs which are verified by estimates/invoicing from a printer, and any other associated costs.

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