

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

This Contract for GIS Services, Contract #036-2025 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES (Contractor), located at P.O. Box 115500, Gainesville, FL 32611-5500. Upon execution by both parties, this Contract shall become effective as of January 1, 2026, or the date the last party signs, whichever is later (Effective Date).

RECITALS

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

The Recitals set out above are true and correct and are incorporated into and made a part of this Agreement.

B. ATTACHMENTS

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

Exhibit A, Scope of Work
Exhibit B, Data Layers Update Schedule

C. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide GIS 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.

D. TERM OF CONTRACT

The initial term of this Contract shall be from the Effective Date through December 31, 2026.

E. MODIFICATION OF CONTRACT

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

F. INVOICES

The Contractor shall submit invoices to the program contact person in Section K, 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 an invoice is disputed, Florida Housing shall notify the Contractor in writing within 10 business days of receipt, specifying the basis for the dispute. Both parties shall work in good faith to resolve the dispute within 30 days. The Contractor shall not be reimbursed for any expenses unless expressly authorized in this Contract or pre-approved in writing by Florida Housing. Any pre-approved reimbursable expenses must be reasonable, necessary, and supported by appropriate documentation. If the Contractor is found to be in non-compliance with applicable 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.

G. FEES/COSTS

Contractor shall be compensated as described in Exhibit A. All compensation shall be in accordance with the terms of this Contract and shall constitute full payment for services rendered

Contractor shall be solely responsible for all federal, state, and local taxes if applicable.

H. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the 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 in the scope of their employment. The Contractor's limit of liability is provided under Section 768.28, Florida Statutes, and does not extend to Florida Housing or other parties.

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

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

4. The 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 acknowledges that it is solely responsible for all applicable federal, state, and local taxes, including, but not limited to, income tax, self-employment tax, and all FICA and Medicare contributions. The Contractor is solely responsible for securing and maintaining any insurance coverage related to work-related injuries or illnesses of its employees or agents. Nothing in this section shall be construed as creating any indemnification obligation by the Contractor or expanding Florida Housing's liability beyond the limits set forth in s. 768.28, F.S.

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, to the extent permitted by s 768.28, Fla. Stat.

I. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the 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, disability, or any other legally protected status in performing any service identified in the attachments;

g. If the Contractor does not comply with the terms and conditions set forth in s. 420.512(5), F.S.;

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 K, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may, at its sole discretion, 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.

J. TERMINATION

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

2. The Contractor may terminate this Contract, without cause, at any time upon 90 days' written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section K, 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.

K. ADMINISTRATION OF CONTRACT

1. Florida Housing's contract administrator for this Contract is:

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:

Bill Aldinger
Managing Director of Policy and Special Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Bill.Aldinger@floridahousing.org
or the designated successor.

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

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

4. The Contractor's program contact for this Contract is:

Anne Ray
Interim Director, Shimberg Center for Housing Studies
University of Florida
P.O. Box 115703
Gainesville, FL 32611-5703
Office: 352.273.1192
E-mail: ARay@ufl.edu
or the designated successor.

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

6. All notices shall be given to the parties' contract administrator.

L. 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 s. 119.01-.15, F.S., 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 s. 119.0701(2)(b), F.S., the Contractor will be required to comply with public records laws, specifically to:

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

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

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

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract

or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

2. Confidentiality

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

b. It is the Contractor's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing. It shall be the responsibility of the Contractor to defend the confidentiality of such materials, if necessary.

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 obtained in connection with 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 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. Title to inventions or discoveries arising from this project and conceived solely by Contractor's employees or agents shall be owned by the Contractor and shall be promptly disclosed in writing to Florida Housing.

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

4. Files

a. Contents of the Files: The 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.

M. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

The laws of the State of Florida, including the State Cybersecurity Act, s. 282.318, F.S. (2021) and Florida Cybersecurity Standards, Chapter 60GG-2, F.A.C. (collectively, “Florida Law”) and the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.) and the regulations promulgated thereunder, including, without limitation, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (collectively, the “Act”), impose various requirements regarding consumer privacy as well as the confidentiality, integrity, and accuracy of consumer information. Notwithstanding anything contained herein to the contrary, the provisions and requirements of this section shall only apply if and when the Contractor and its employees and/or agents may have access under this Contract to certain confidential information of Florida Housing and nonpublic personal information pertaining to the customers of Florida Housing. It is understood by the Parties that, as of the Effective Date of this Contract and based on the Scope of Work, Contractor is not expected to receive or access any Personally Identifiable Information (PII).

1. Definitions.

For the purposes of this section:

a. “Customer Data” means any and all data and information of any kind or nature submitted to Contractor by Florida Housing, or received by Contractor on behalf of Florida Housing, related to a natural person. Customer Data includes but is not limited to “nonpublic personal information” (as defined in the Act) necessary for Contractor to provide the Services, as well as “personal information” or “nonpublic information” as defined under Florida Law. Florida Housing shall remain the sole and exclusive owner of all Customer Data, regardless of whether such data is maintained on paper, magnetic tape, magnetic disk, personal computing devices (including but not limited to computers, tablets, smartphones, etc.), cloud computing systems maintained by Contractor or others on service provider’s behalf, or any other storage or processing device.

b. “Confidential Information” shall mean all information designated by Florida Housing as confidential, including all Customer Data, and all information or data, whether marked or designated as confidential, concerning or related to

Florida Housing's products, (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any of Florida Housing's information systems, including, without limitation, networks, network services, computers, computer systems and communications systems (collectively, the "Information Systems"), which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. Confidential Information, other than Customer Data (which shall always remain confidential), shall not include: (a) information which is or becomes publicly available (other than by Contractor or such other party having the obligation of confidentiality) without breach of this Contract; (b) information independently developed by Contractor; or (c) information received from a third party not under a confidentiality obligation to Florida Housing.

2. Use of Confidential Information. Contractor shall not use, retain, copy, sell, transfer, publish, disclose, display, or otherwise make any of Florida Housing's Confidential Information available to any third party without the prior written consent of Florida Housing. Contractor shall hold the Confidential Information in confidence and shall not disclose or use such Confidential Information other than for the purposes contemplated by the Contract or in compliance with the requirements set forth in the Act, and/or Florida Law, and Contractor shall instruct all of its directors, officers, employees, agents, contractors and financial, legal and other advisors to whom it provides the Confidential Information (the "Representatives") to use the same care and discretion with respect to the Confidential Information that Contractor requires with respect to its own most confidential information, but in no event less than a reasonable standard of care, including the utilization of security devices or procedures designed to prevent unauthorized access to and processing of the Confidential Information. Contractor shall instruct its Representatives of its confidentiality obligations hereunder and not to attempt to circumvent any such security procedures and devices. Additionally, Contractor shall require that each of its Representatives agree to all of the same restrictions and conditions concerning Confidential Information to which Contractor is bound in this Contract. All Confidential Information shall be distributed only to persons having a need to know such information to perform their duties in conjunction with the Contract. Unless otherwise agreed in writing, the obligations set forth in this section shall continue perpetually and survive the termination or expiration of the Contract for any reason. Further, upon request by Florida Housing or upon termination of the Contract, Contractor shall deliver to Florida Housing any Confidential Information in its possession and destroy any copies of Confidential Information in Contractor's files, unless otherwise required under operation of law.

3. Access to Information Systems. Access, if any, to Florida Housing's Information Systems is granted solely to perform the Services under the Contract and is limited to those specific Information Systems, time periods and personnel as are separately agreed to by Florida Housing and Contractor from time to time. Florida Housing may require the Representatives to sign individual agreements prior to accessing Florida Housing's Information Systems. Use of Florida Housing's

Information Systems during other time periods or by individuals not authorized by Florida Housing is expressly prohibited. Access is subject to Florida Housing business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other of Florida Housing's Information Systems is expressly prohibited. This prohibition applies even when an Information System that Contractor is authorized to access serves as a gateway to other Information Systems outside Contractor's scope of authorization. Contractor agrees to access Information Systems only from specific locations approved for access by Florida Housing. For access outside of Florida Housing's premises, Florida Housing may designate the specific network connections to be used to access Information Systems.

4. Information Security. Contractor shall be responsible for establishing and maintaining an information security program (the "Information Security Program") designed to satisfy all objectives set forth in the Act and Florida Law. The Contractor shall take full responsibility for the security of all Confidential Information in its possession or in the possession of its approved subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure, processing, or loss thereof. At a minimum, Contractor agrees:

a. To implement appropriate technical and organizational measures, including a network firewall and maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority, to protect Confidential Information against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure, access, processing and exfiltration, or theft, in particular where processing involves the transmission of Confidential Information over a network, (iii) alteration, and (iv) all misuse;

b. To implement appropriate procedures to ensure that (i) unauthorized persons will not have access to the data processing equipment used to process the Confidential Information, (ii) any persons it authorizes to have access to the Confidential Information will respect and maintain the confidentiality and security of the Confidential Information, and (iii) the measures and procedures that it uses will be sufficient to comply with all legal requirements applicable to both Florida Housing and Contractor;

c. To 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;

d. To ensure the transmission or exchange of Confidential Information 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;

e. To appropriately destroy Confidential Information based on the format stored upon the expiration of any applicable retention schedules; and

f. To discipline employees that violate the Information Security Program.

5. Information Security Program Monitoring. Upon written request of Florida Housing, Contractor shall provide Florida Housing with viewing access of summaries of all internal and third-party security audits and security test results from the past three years to confirm that Contractor is satisfying its obligations under this Contract, the Act, and Florida Law. Further, during the term of this Contract, the following monitoring is required at Contractor's expense:

a. Contractor will provide Florida Housing annual written assurances that Contractor's Information Security Program continues to meet the requirements of this Contract.

b. Contractor will provide Florida Housing, on an annual basis, viewing access to copies of all audits of Contractor's internal controls to protect Confidential Information, Contractor's security program, Contractor's reviews to protect Confidential Information, and Contractor's business continuity program. Such audits may be performed by Contractor or Contractor's independent external auditors.

c. Each report prepared in connection with the audits required in this section shall contain Contractor's management response to any noted exceptions, together with appropriate target dates for completion of required or planned changes. In the event Florida Housing's review of any of the above audits raises issues concerning Contractor's continued compliance with this Contract or the requirements set forth in the Act and/or Florida Law, Florida Housing shall give written notice to Contractor of such issues. Within 30 days from the date of Florida Housing's initial written notification to Contractor, the parties shall agree upon a date by which the issues will be resolved. The parties will use their best efforts to resolve the issues, correct any problem, or make appropriate changes to the Contract that do not materially alter the original obligations of the parties. In the event such issues are not resolved before the agreed upon date, the Contract, at Florida Housing's sole option, may be terminated, and any advance payments of fees under the Contract will be prorated as of the termination date and promptly returned by Contractor to Florida Housing. No termination penalty shall be paid by either party.

6. Unauthorized Disclosure. Contractor shall (a) immediately notify Florida Housing of any actual or suspected unauthorized access to, processing, use, or disclosure of the Confidential Information not authorized by the terms of this Contract, (b) estimate the disclosure's effect on consumers, Florida Housing, and the confidentiality, integrity, and availability of the Confidential Information, including the date(s) and number of records affected by unauthorized access or processing of Confidential Information, (c) comply with Florida Housing's requests for assistance in responding to such incident, (d) specify all timelines and corrective actions taken or

planned to be taken by Contractor to address this incident and prevent future similar incidents, and (e) otherwise abide by provisions set forth in s. 501.171, F.S.. The parties mutually agree to initiate immediate changes in security procedures and requirements in the event of such unauthorized access. Upon the occurrence of any actual or suspected unauthorized access to or use or disclosure of the Confidential Information described in clause (a) above which reasonably may be anticipated to have a material adverse effect on Florida Housing's reputation or business, Florida Housing, at its sole option, may immediately terminate the Contract upon notice to Contractor, and any advance payment of fees under the Contract will be prorated as of the termination date and promptly returned by Contractor to Florida Housing. No termination penalty shall be paid by either party.

7. Access to Premises. For the sole purpose of reviewing Contractor's security policies and procedures, Contractor shall grant Florida Housing access to Contractor's premises from time to time during regular business hours upon reasonable notice to Contractor from Florida Housing. Florida Housing shall hold in confidence and shall promptly return or destroy all information contained in or derived from Contractor's policies and procedures and shall not use any such information except for the sole purpose of ensuring Contractor's compliance with the terms of this Contract.

8. Regulatory Oversight. Contractor acknowledges that Florida Housing is regulated by certain regulatory authorities (the "Regulators"), that the Regulators have examination oversight over Florida Housing, and that the Regulators have authority to examine the operations performed by Contractor on behalf of Florida Housing. Contractor will cooperate fully with Florida Housing in responding to inquiries made to Florida Housing by Regulators. In the event a Regulator determines corrective measures are required to meet the requirements of the Act and/or Florida Law, Contractor and Florida Housing will use their best efforts to modify the Contract to comply with such Regulator's requirements. In the event a Regulator formally objects to the relationship between Contractor and Florida Housing and such objection cannot be remedied, the Contract shall be deemed terminated and (i) the parties will mutually agree to an orderly conversion of the Services to another provider of similar services; (ii) all payments made in advance under the Contract shall be prorated as of the termination date and promptly returned by Contractor to Florida Housing; and (iii) no termination penalty shall be paid by either party.

9. Business Resumption and Contingency Plans. Contractor shall maintain in place a complete disaster recovery and business resumption plan sufficient to satisfy all standards and requirements set forth in the Act and Florida Law. Throughout the term of the Contract, Contractor will maintain recovery services that are substantially equivalent to or better than those that are in effect as of the Effective Date of this Contract. Contractor will provide to Florida Housing copies of its disaster recovery and business resumption plan and any test results pertaining thereto upon request by Florida Housing.

N. 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 provide Florida Housing with an IRS Form W-9 upon request.
6. The Contractor understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.
7. The Contractor understands and agrees to comply with the provisions of s. 448.095, F.S.
8. The Contractor attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.
9. The Contractor attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.

O. 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.

P. 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.

Q. PUBLIC ENTITY CRIME

Pursuant to s. 287.133(2)(a), F.S.: “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.” Contractor certifies that it is not listed on the convicted vendor list pursuant to s. 287.133, F.S.

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

R. CONFLICTS OF INTEREST

1. Section 420.503(34), F.S., 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, s. 420.512(5), F.S., 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 an e-mail notification to Florida Housing's Contract Administrator within 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.

S. ELECTRONIC SIGNATURES

The parties agree that this Contract (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures and that the signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same document. As used herein, the term "electronic signatures" shall have the meaning in s. 668.50, F.S.

T. 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 not incorporated herein.

U. 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, and shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract #036-2025, each through a duly authorized representative, effective on the Effective Date.

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
ON BEHALF OF THE SHIMBERG CENTER FOR HOUSING STUDIES

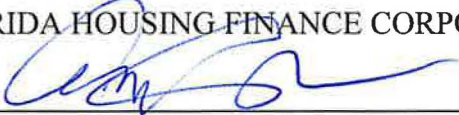
By:  Digitally signed by Elizabeth Keeter
Date: 2025.12.16 13:13:09 -05'00'

Name: Elizabeth Keeter

Title: Associate Director, Sponsored Programs

Date: December 16, 2025

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name: Angeliki G. Sellers

Title: CFO

Date: 12/16/2025

EXHIBIT A SCOPE OF WORK

A. Tasks

The Contractor will:

1. Maintain current licenses of the latest version of ArcGIS Pro for Desktop by ESRI with all extensions necessary to perform the geoprocessing tasks requested by Florida Housing.

2. Purchase additional service credits from ESRI as needed.

3. Maintain any other software and hardware necessary to produce and maintain the deliverables under this agreement.

4. Maintain the human resources necessary to produce and preserve the deliverables under this Contract.

5. Provide support services to keep the internal and external web application functioning with the change in technology from ESRI. This task will include:

a. Purchasing a suitable ESRI ArcGIS Online account with capabilities that suits the scope of work;

b. Creating new internal and external applications after the retirement of the old ESRI technology that supports the internal and external web applications; and

c. Monitoring any change in technology that affects the publishing layers or the performance of the internal and external application to secure their functionality without interruption.

6. Maintain internal interactive mapping application for Florida Housing staff.

a. Using ArcGIS, the Contractor will maintain an internal interactive web application that contains basic point and polygon data layers. The application will provide interactive features that assist the work of Florida Housing staff. Specifically, the application should include widgets which allow the user to search for a latitude/longitude coordinate in degrees, minutes, seconds format (to the second decimal), plot a coordinate, draw boundaries and apply a custom buffer. Users should be able to export the results into a PDF.

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

i. County size classifications (Large, Medium, Small);

ii. Florida Housing designated Geographic Areas of Opportunity;

- iii. Florida Housing designated Racially and Ethnically Concentrated Areas of Poverty;
- iv. Florida Housing's Rental Portfolio, with relevant attributes;
- v. Florida Housing's development proximity list;
- vi. Mandatory distance requirement buffers;
- vii. Qualified Census Tracts;
- viii. Difficult Development Areas;
- ix. Limited Development Areas; and
- x. Limited Development Areas average property occupancy rates.

b. Florida Housing's web applications will be hosted on the ArcGIS Online service maintained by ESRI. Any ESRI service interruptions or performance concerns affecting Florida Housing will be communicated to ESRI by the Contractor within 48 hours or a timeframe agreed to by both parties. Any application service interruptions or performance problems caused by the Contractor will be addressed by the Contractor within 48 hours or a timeframe agreed to by both parties. Any ESRI services interruptions or performance concerns found by Florida Housing will be communicated to the Contractor within 24 hours.

7. Develop additional layers to be added to one or both applications, upon request. These layers may be based on spatial designations by other entities (e.g., HUD). Layers may also be derived from Census data or internal Florida Housing property information.

8. In consultation with Florida Housing, revise as needed and implement a schedule for updating the data layers. Outdated versions of the data layers will be stored in an accessible archive as described in Task 8. Exhibit B provides the current schedule.

9. Develop and maintain archival versions of all deliverables.

a. The Contractor will preserve and store copies of all files used to create maps and mapping applications. Upon replacing or updating a map or a data layer, the Contractor will preserve a copy of the previous version.

b. The Contractor will maintain a system for categorizing and identifying each file.

c. The Contractor will restore a previous version of a file or provide a copy to Florida Housing upon request.

d. Information to be preserved includes:

- i. Metadata and methodology that would allow a skilled user to recreate the file;
- ii. Copies of all layer files in tabular (comma separated value or Excel) or geospatial (file geodatabase, Geopackage, and/or shapefile) format, as well as source files used to create layers (e.g., Census data in comma separated values format, database files containing property values, etc.); and
- iii. Upon request by Florida Housing, the Contractor will export tabular data to Excel or comma separated values format so that it can be utilized by non-GIS users.

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

10. Maintain the Multifamily Mapping Application for public use.

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

b. Data layers will include:

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

- x. Limited Development Areas; and
 - xi. Limited Development Areas Average Occupancy.
- c. At Florida Housing's direction, the application should include the boundaries of Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs). These data should be accompanied with a disclaimer indicating that HUD determines these boundaries. The disclaimer should direct users to the relevant sources on HUD's website. HUD sources will be provided by Florida Housing.
- d. The Contractor will maintain an Open Data Portal to enable Florida Housing to share layers and source files (as in Item 9.d.ii., above), and map applications with the public.
- e. The Contractor will include widgets, which allow the user to search for a latitude/longitude coordinate in degrees, minutes, seconds format (to the second decimal), plot a coordinate, and spatially query layers using a user-defined buffer. Users should be able to export results to PDF.
- f. The Multifamily Mapping Application will follow, and incorporate, relevant modifications and enhancements derived from development, testing and evaluation of the Florida Housing staff internal application.

11. Maintain the 2026 Limited Development Area Data Layers on the Multifamily Mapping Application.

- a. Florida Housing will provide the Contractor a draft and final LDA occupancy data layer.
- b. The Contractor will add the draft and final LDA occupancy data layers to the Multifamily Mapping Application.
- c. The Managing Director of Policy and Special Programs and the Managing Director of Asset Management will determine the location of the draft LDA boundaries. The Policy Administrator will create a data layer file of the draft LDA boundaries.
- d. The Contractor will add the draft LDA boundaries to the Multifamily Mapping Application.
- e. After the public has had an opportunity to review and comment upon the draft LDA boundaries, Florida Housing will create a final polygon layer of the 2026 LDAs. Copies of all draft LDA boundaries and associated metadata will be preserved according to Task 9.
- f. The Contractor will make the final LDA polygons available on both the internal mapping application and Multifamily Mapping Application as directed by Florida Housing.

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

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

Data layers within the application will include:

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

13. Create custom maps and mapping applications upon request from Florida Housing.

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

b. Requests from one of Florida Housing's Managing Directors will take priority over other tasks. The Contractor will respond to their requests with useful and accurate maps within 72 hours or as otherwise agreed by both parties.

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

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

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

B. Timeline

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

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

a. Florida Housing will deliver the draft LDA occupancy data layer to the Contractor by March 2, 2026.

b. The Contractor will add the LDA occupancy data layer to the Multifamily Mapping Application by March 16, 2026.

c. Florida Housing will deliver the draft LDA boundaries to the Contractor no later than May 1, 2026. The Contractor will add the draft LDA boundaries to the Multifamily Mapping Application upon receipt from Florida Housing.

d. Following a period of public comment, the final LDA boundaries should be completed by Florida Housing and delivered to the Contractor no later than May 15, 2026, or the soonest practicable date following the public comment period as agreed upon by both parties.

C. Budget

The Parties agree upon a fixed project budget of \$53,000, including a 10% indirect cost rate. The Contractor will provide a detailed invoice for up to \$26,500 of the budgeted amount on June 30, 2026. The Contractor will provide an invoice for up to the remaining budgeted amount within 14 days of end of the contract.

EXHIBIT B
2026 DATA LAYERS UPDATE SCHEDULE

Data Layer	Activity	Responsible Party	Receiver	Start Date	Due Date to Receiver or Reviewer	Update Frequency	Data Layer Release
County Size Classification	Update county size classification data layer after BEBR population data release.	Shimberg Center	N/A	January 2026	February 2, 2026	Once per contract period	Spring 2026
Racially and Ethnically Concentrated Areas of Poverty (RECAP)	Create 2026 RECAP designations data layer after 5-Year ACS data release.	Florida Housing	Shimberg Center	January 2026	February 2, 2026	Once per contract period	Spring 2026
Florida Housing Rental Properties	Florida Housing will update rental properties database. Shimberg Center will update data layer.	Florida Housing	Shimberg Center	Quarterly	Quarterly	Four times per contract period	Winter, Spring, Summer and Fall 2026
Florida Housing Development Proximity List	Florida Housing will create a spreadsheet of properties with associated Lat/Long and buffer information. Florida Housing will send the list to Shimberg Center.	Florida Housing	Shimberg Center	Summer 2026	1 st Draft - Summer/May-June 2026; Final -July-Sept. 2026; <i>Final is contingent on litigation</i>	Twice per contract period	Summer and Fall 2026
Mandatory Distance Requirement Buffers	Create proximity list data layer. Create buffer data layer based off the proximity list. Florida Housing will verify buffer data layer is correct.	Florida Housing	Shimberg Center	Summer 2026	1 st Draft - Summer/May-June 2026; Final - July-Sept. 2026; <i>Final is contingent on litigation</i>	Twice per contract period	Summer and Fall 2026

Data Layer	Activity	Responsible Party	Receiver	Start Date	Due Date to Receiver or Reviewer	Update Frequency	Data Layer Release
HUD and Rural Development Portfolios	Obtain data from the Florida Housing Data Clearinghouse AHI. Create 2026 HUD and Rural Development Portfolio data layer.	Florida Housing	Shimberg Center	August 2026	September 1, 2026	Once per contract period	Summer 2026
Qualified Census Tracts (QCTs)	Create 2026 QCT database and data layer after HUD data release.	Florida Housing	Shimberg Center	January 2026	February 2, 2026	Once per contract period	Spring 2026
Difficult Development Areas (DDAs)	Create 2026 DDA database and data layer after HUD data release.	Florida Housing	Shimberg Center	January 2026	February 2, 2026	Once per contract period	Spring 2026
Areas of Opportunity	Create Areas of Opportunity data layer.	Florida Housing	Shimberg Center	January 2026	February 2, 2026	Once per contract period	Spring 2026
Limited Development Area Average Occupancy (LDA)	Florida Housing will create the LDA Average Occupancy report and data layer.	Florida Housing	Shimberg Center	March 2026	Draft - May 2026 Final – June 2026	Once per contract period	Spring 2026
Limited Development Areas	Create LDA county boundary data layer.	Florida Housing	Shimberg Center	March 2026	June 31, 2026	Once per contract period	Spring 2026

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