

**FIRST AMENDMENT  
TO CONTRACT NUMBER 007-2022**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 007-2022 is entered into and effective as of the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and FLORIDA HOUSING COALITION, INC (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 007-2022, dated June 29, 2022, (“Contract”) wherein Service Provider agreed to provide Affordable Housing Catalyst Program services. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract is for one year, beginning July 1, 2022, and ending June 30, 2023.
- 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 as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

- 1. The Contract is amended by deleting Exhibit C in its entirety and replacing it with the following:

**EXHIBIT C  
FEES**

Category	Unit Type	Cost per Unit	Units	Total
Telephone/Email TA	Month	\$9,200	12	\$110,400
Offsite Technical Assistance Hours (Includes 35 of HHRP, 117 Offsite TA follow-up, and 25 AHAC TA hours)	Hour	\$150	466	\$69,900
Site Visits (including two HHRP site visits)	Day	\$1,800	22	\$39,600
Stakeholder Group Events	Events	\$2,500	18	\$45,000
Regional Workshops	Regional	\$7,000	6	\$42,000
Local Workshops	Local	\$5,250	3	\$15,750
New Webinars (including two HHRP webinars)	Webinar	\$4,000	26	\$104,000
Existing Webinars	Webinar	\$2,500	24	\$60,000
Making the SHIP Program Market Responsive (Pamphlet)	Publication	\$8,000	1	\$8,000
Update Publication: Rehabilitation Manual	Publication	\$4,750	1	\$4,750
AHAC Elected Officials Workshops (one round)	Training	\$4,200	7	\$29,400
AHAC Report to the Legislature	Training	\$4,800	1	\$4,800
AHAC Topical Video for Elected Officials	Video	\$10,000	1	\$10,000
Conference Training (SHIP roundtable)	Event	\$20,000	1	\$20,000
<b>Total</b>				<b>\$563,600</b>

**NOTES:**

A. All items listed in this section are subject to funding availability.

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

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

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

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

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

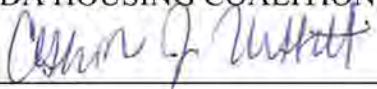
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 007-2022, by a duly authorized representative, effective as of the Effective Date.

FLORIDA HOUSING COALITION, INC.

By: 

Name/Title: Ashon J. Nesbitt/CEO

Date: February 8, 2023

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 2-9-23

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

This Contract for Affordable Housing Catalyst Program Services #007-2022 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and FLORIDA HOUSING COALITION, INC. (Contractor), located at 1311 N. Paul Russell Rd., B-201, Tallahassee, Florida, 32301. Upon execution by both parties, this Contract shall become effective as of the date the last party signs or July 1, 2022, whichever is later (Effective Date).

**RECITALS**

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

**AGREEMENT**

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

A. **ATTACHMENTS**

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

- Exhibit A, Scope of Work
- Exhibit B, Deliverables
- Exhibit C, Fees

B. **ENGAGEMENT OF THE CONTRACTOR**

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

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

C. TERM OF CONTRACT

The term of this Contract shall be from the Effective Date through June 30, 2023.

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 (10<sup>th</sup>) 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. 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](mailto:Contract.Admin@floridahousing.org)

2. Florida Housing's program contact for this Contract is:

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

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

Jaimie Ross  
President/CEO  
Florida Housing Coalition, Inc.  
1311 N. Paul Russell Rd., B-201  
Tallahassee, Florida 32301  
Phone: 850.878.4219  
Cell: 850. 212.0587  
E-mail: Ross@flhousing.org  
**or the designated successor.**

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

5. All notices shall be given to the parties' contract administrator(s).

**K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES**

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Contractor in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Contractor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

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

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

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

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

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

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

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

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

2. Confidentiality

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

b. It is the Contractor's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by

adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

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

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

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

### 3. Copyright, Patent and Trademark

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

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

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

4. Files

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

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

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

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

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

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

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

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

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

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

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

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

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

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

#### **M. OTHER PROVISIONS**

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

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

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

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

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

6. The Contractor understands and agrees to comply with the provisions set forth in Section 448.095, Fla. Stat.

#### 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 007-2022 each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COALITION, INC.

By: Jaimie A. Ross

Name/Title: Jaimie A. Ross, CEO

Date: 6-28-22

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown/General Counsel

Date: 6-29-22

## **EXHIBIT A SCOPE OF WORK**

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

### **A. Objectives**

The work being procured shall include, but is not limited to, the following two general components: a training component and a technical support and assistance component. These are described individually below. Florida Housing reserves the right to monitor all Catalyst trainings and technical assistance activities.

#### **1. Training Component**

The training component will be designed to build the housing development capacity of state and local governments, public housing authorities, not-for-profits, and community-based organizations, as a permanent resource for the benefit of communities in this state related to affordable housing. The training shall be delivered in workshops (local and regional) lasting for at least six hours and webinars lasting 1-2 hours. The scope of the training shall include, but is not limited to:

- i. Real estate development skills related to affordable housing and supportive housing including the construction process and property management and disposition;
- ii. Development of public-private partnerships to reduce housing costs;
- iii. Management and board responsibilities of community-based organizations;
- iv. Administration of state and federal affordable housing programs;
- v. Workshops for program administrators and staff, onsite visits, guidance in achieving project completion, and a newsletter for community-based organizations and local governments; and
- vi. 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 Hurricane Housing Recovery Program (HHRP), HOME Investment Partnership Program (HOME), State Apartment Incentive Loan Program (SAIL), State Housing Initiatives Partnership (SHIP) Program, and other affordable housing programs as provided in section 420.531, Fla. Stat. The Contractor's technical assistance staff shall have the capacity to respond to technical assistance needs as they arise during the contract year, and as identified by the Contractor or Florida Housing. Such technical support and assistance shall include, but is not limited to:

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

## **B. Scope of Services**

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

### **1. Technical Assistance Delivery**

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

#### **a. Local Workshops**

- i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct local workshops that have been requested by one or more local governments, not-for-profits, or community-based organizations. Such organizations must be involved with a local or regional affordable housing delivery process in coordination with agencies providing local government funds.
- ii. Local workshops shall be customized to meet the individual needs of participants from a geographically proximate region and shall be typically limited to 25 participants. 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 local workshops.
- iii. Local workshops shall be held on weekdays (i.e., Monday through Friday).

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

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

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

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

#### **b. Regional Workshops**

i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct regional workshops that have been requested by one or more local governments, not-for-profits, or community-based organizations. Unlike most local workshops, the regional workshops 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 previously offered course.

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

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

#### **c. Stakeholder Group Events**

i. Upon consultation between Florida Housing and the Contractor, the Contractor shall be available to conduct stakeholder group events that have been requested by a local government, not-for-profit, or community-based organization. Stakeholder group events may include gatherings such as housing forums, training summits, conferences, community capacity building events, or training opportunities.

ii. Stakeholder group events shall be prepared according to the request of those seeking the training. Where possible, appropriate, and relevant, the Contractor shall extend an invitation to other regional interests to participate in the event.

iii. The training shall consist of lectures, discussions, handouts, and other relevant information covering the training topic.

iv. The Contractor shall consult with and obtain prior approval from Florida Housing in determining final training content and schedule.

**d. Telephone and E-mail Technical Assistance**

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

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

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

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

**e. On-site Technical Assistance**

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

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

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

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

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

**f. Webinars**

i. The Contractor will conduct webinars specifically designed for housing professionals, local governments, housing 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 15 days prior to the webinar date.

iii. The Contractor must consult with and obtain prior approval from Florida Housing in determining final webinar content, training schedule, and training duration. Webinars that contain subject matter related to Florida Housing programs or related issues are subject to review by Florida Housing subject matter experts.

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

**g. Off-site Technical Assistance**

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

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

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

## **2. Instructional Materials**

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

## **3. Workshop Speakers**

The Contractor shall ensure that all workshop and webinar speakers possess the knowledge, skills and expertise in the designated topic area. Upon request from Florida Housing, the Contractor will arrange for a meeting between any new staff members working under this contract and appropriate Florida Housing staff at no cost to Florida Housing.

## **4. Catalyst Marketing - Materials and Activities**

a. The Contractor shall market all workshop and webinars statewide. Marketing materials must meet the following criteria:

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

ii. Marketing materials for workshops and webinars will be distributed at least 30 days prior to the event, unless otherwise approved by Florida Housing. Materials shall be distributed to local governments participating in the HHRP, SHIP and/or HOME Programs, 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 will be linked to the Florida Housing website.

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

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



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

d. At least 90 days prior to the expiration date of this Contract, the Contractor must provide draft copies of written materials that discuss the Catalyst Program for review and comment by Florida Housing prior to printing and distribution in any brochure, newsletter or publication produced for the purpose of this contract. This material must state that the services the Contractor performs for the Affordable Housing Catalyst Program are made possible through the Florida Housing Finance Corporation.

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

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

## **5. Technical Assistance Log**

The Contractor must maintain a monthly technical assistance log in a format acceptable to Florida Housing. This log will contain 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 conducted, and the total number of clients served.

## **6. Monthly Report**

As part of each monthly report, the Contractor will provide an invoice of charges for the month and a tracking record of expenditures for the contract year in a format acceptable to and approved by Florida Housing.

## **7. Meetings and Conferences**

Notwithstanding the language in Item B. above, the Contractor shall be available upon reasonable notice to attend and conduct meetings on behalf of Florida Housing, as directed in writing by Florida Housing, to further the development of affordable housing. Meetings conducted or attended on behalf of Florida Housing may be billed as a technical assistance on-site visit.

## **8. Evaluations**

### **a. Workshops and Webinars**

For each event, the Contractor shall distribute an evaluation form, acceptable to Florida Housing, to all those participating in the workshop or webinar. The Contractor will submit the completed evaluation forms to Florida Housing with the monthly report.

### **b. On-site Technical Assistance**

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

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## **EXHIBIT B DELIVERABLES**

The following is a detailed list with descriptions of deliverables. Florida Housing may add new topics or require multiple topics to be condensed into one event if needed. All deliverables will be approved by Florida Housing prior to scheduling. **All items listed in this section are subject to funding availability.**

### **A. Regional Workshops**

1. **Proficiency in Income Qualification:** This is an intensive workshop on the details of income compliance designed specifically for those who process applications for SHIP assistance and the people who oversee the SHIP office. 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 Credit Underwriting Process for Affordable Housing:** This workshop is designed to introduce the underwriting process that takes place after a funding award has been approved. The invitation to credit underwriting is a vital first step to prepare for before applying for financing and is a complex and critical part of financial agreements that will govern the short- and long-term process of the development's feasibility. The presenters will help de-mystify the underwriting process and provide guidance that begins in the predevelopment phase and continues throughout the closing process. Participants will receive step by step instruction about third-party analyses and the documentation that will be required throughout the underwriting process and will include information from FHFC Credit Underwriting service providers about timeframes and sequencing. This training is provided for newly formed and experienced nonprofit housing developers and local government housing staff who are responsible for in-house underwriting of SHIP, HOME, or other publicly available assistance.

3. **Financing and Monitoring Rental Housing with SHIP:** SHIP funding is primarily focused on homeownership, but it can be a valuable tool to support rental housing projects. This workshop addresses the principles behind developing and financing affordable rental housing. The challenges and opportunities of both new construction and rehabilitation will be covered, as will small, scattered site deals and large-scale developments. The presenters will provide an overview of tax credit deals from a SHIP perspective to help participants understand the local government role in funding and compliance. Key topics include income eligibility, calculating affordability, and the components of compliance monitoring. Participants will learn how SHIP can be used as the Local Government Contribution for development responding to a Request for Application from Florida Housing Finance Corporation. Presenters will also discuss how SHIP can leverage other sources of funding such as

low-income housing tax credits. Participants will also gain perspective on monitoring long term affordability, and other monitoring and compliance responsibilities.

4. SHIP Program Administration: This workshop will provide guidance on the fundamental rules of the SHIP program, as well as assist SHIP administrators with five years or less of SHIP experience with the implementation of their programs. The training will provide a SHIP program overview, income eligibility review, Local Housing Assistance Plan (LHAP) guidance, and Affordable Housing Advisory Committee (AHAC) requirements. The guidance from this training will help SHIP administrators adjust, adapt, and be successful. In addition, the training will review a year-long timeline of SHIP tasks and deadlines and will provide LHAP guidance about strategy implementation. Participants will learn about tracking and reporting SHIP dollars, financial management, monitoring, and compliance. This administrative training looks beyond a list of rules and regulations to help participants understand the basis and reasoning for program requirements, and will help participants as they consider how to update their process or strategies.

5. Successful Purchase Assistance and New Construction Strategies: This workshop will discuss two major strategies identified in LHAPs. Most SHIP funds must be expended for homeownership activities, and homebuyer assistance is one of the most common strategies employed by local governments to meet the homeownership set aside requirement. This training is for SHIP local government housing staff and their community partners interested in developing, implementing, and managing a successful purchase assistance strategy. It will detail the application process and pre-purchase requirements, including homebuyer education requirements and inspections. Local governments can explore other opportunities for the development of single-family homes while working with developers and sponsors. Designing a strategy in your Local Housing Assistance Plan that meets the SHIP requirements is an important first step in this process. Participants will learn how to solicit sponsors and developers, structure their program, develop effective agreements, and outline responsibilities to comply with SHIP program requirements. The presenters will examine sample construction strategies to highlight options for the terms of assistance and for selecting eligible buyers. SHIP administrators, nonprofit housing developers and contractors will find this webinar an essential first step in establishing or updating a single-family development program.

6. Affordable Housing Funding Sources: This training offers an introduction to the abundance of funding sources for affordable housing programs. It will provide an overview of the most widely available affordable housing funding sources. Local, state, and federal programs will be discussed such as Emergency Solutions Grant, Continuum of Care Program, State Housing Initiatives Program, HOME Investment Partnerships Program, Community Development Block Grant, Low Income Housing Tax Credits, and more. The workshop will review funding sources for rental development to help housing providers understand how to combine and leverage major funding sources to complete their rental housing projects. A demonstration will be featured demonstrating how a developer decides on the best funding sources for a

project and builds out a pro forma as part of the development process. Participants interested in homeownership will learn about tools and strategies to incentivize the creation of affordable housing, including inclusionary zoning, linkage fees, surplus lands, and impact fee modifications.

## **B. New Webinars for the Catalyst Program**

1. Development Webinar: (Part 1) “Financing and Supporting Rental Housing Development” – This webinar will discuss the roles of both small-scale and large-scale developments in meeting rental housing needs, and how each are financed. Presenters will discuss developer profiles associated with each type of development, funding sources and scenarios, and how local governments can use SHIP, Coronavirus State and Local Fiscal Recovery Funds (SLFRF), and other resources to effectively support both types of rental development.

2. Development Webinar: (Part 2) “Local Government Areas of Opportunity and Local Government Contributions” – This webinar will provide detailed descriptions of both Local Government Areas of Opportunity and Local Government Contributions to provide an understanding of the differences between each, and how they are applied within Florida Housing’s RFA process. Presenters will also walk through how to calculate each and provide examples of how local governments can use their resources to meet each requirement.

3. Development Webinar: (Part 3) “Credit Underwriting for LIHTC” – This webinar will examine Florida Housing’s credit underwriting process for rental housing financed with housing tax credits. Presenters will discuss the purpose of the process, the differences in credit underwriting for rental developments that involve other corporation funding compared to those that only involve housing tax credits, a detailed look at a credit underwriting checklist and the components of a credit underwriting report. Presenters will also discuss the local government’s role in credit underwriting.

4. Affordable Housing Law: This training is designed for county and municipal attorneys and affordable housing program staff. It will offer housing-related updates and introduce basic principles of Florida affordable housing law and answer frequently asked questions regarding the state’s affordable housing programs. Florida has a variety of state-specific statutes that govern affordable housing policy. Presenters will address Florida land use laws relating to affordable housing, Florida’s surplus lands law, local funding sources, and the Florida Fair Housing Act.

5. Mixed-Income Rental Housing: This training will focus on rental housing for households in the 80 to 120% AMI range and is part of the Models for Affordable Housing webinar series that focuses on Florida communities implementing affordable housing best practices related to a variety of approaches. Presenters will provide Florida examples of mixed-income rental housing, discuss funding involved including rules for income-averaging for Housing Credits, the use of State Apartment Incentive Loan (SAIL) funds and SHIP in mixed-income developments, how recent legislation

for land use flexibility facilitates mixed-income rental housing, and best practices for local governments for monitoring and compliance.

6. Successful Homeownership Initiatives: This training will provide examples of homeownership development and purchase assistance strategies from across Florida, and is part of the Models for Affordable Housing webinar series. The presenters will discuss how SHIP local government housing staff and their community partners can work together in developing, implementing, and managing a successful purchase assistance strategy. It will detail the application process and pre-purchase requirements, including homebuyer education requirements and inspection. SHIP staff will also learn how to solicit sponsors and developers, structure their program, develop effective agreements, and outline responsibilities to comply with SHIP program requirements. The presenters will also examine sample construction strategies to highlight options for the terms of assistance and for selecting eligible buyers.

7. Accessory Dwelling Units for Affordable Housing: This training is part of the Models for Affordable Housing webinar series. Accessory dwelling units (ADUs, also called granny flats, mother-in-law suites, and carriage houses) can be a smart growth tool for affordable housing and is a housing type supported by the Florida Legislature. Presenters will explain how local governments can ease barriers to ADU development and discuss how to develop ADUs as infill units for lower-income renters and family members. Coalition staff will provide a strategy as part of this training that may be used for SHIP-funded ADU development.

8. Creating an Annual Schedule for AHAC Reports: This webinar is designed to address how to continue work with the AHAC. Presenters will offer training to communities that have all recently produced reports. They will offer suggestions for ongoing committee work, including concentrating on a handful of incentives, and consider topics beyond incentive strategies.

9. AHAC Orientation Part 1: This webinar is designed as a primer for new members to orient them to AHAC responsibilities. Presenters will also discuss the benefits of housing incentives and review the first four incentive strategies listed in the SHIP statute.

10. AHAC Orientation Part 2: Presenters will discuss the deliberations needed to produce an annual report on housing incentive strategies, and will continue with the training offered in the first segment of this series by offering Florida-based examples for the seven remaining incentive strategies listed in the SHIP statute.

11. Overcoming NIMBY Opposition: Opposition to rental developments is getting worse, even with the extreme need for rental housing. Even senior housing faces NIMBY opposition, making it harder to use SHIP and SAIL funding. Jaimie Ross, a nationally recognized expert in avoiding and overcoming NIMBYism, is presenting this webinar and will include affordable rental practitioners. This webinar

will be for developers, local elected officials, city/county managers, and city/county attorneys.

12. Using SHIP to End Homelessness: This training will address using SHIP to prevent and end homelessness. The webinar will discuss several strategies including eviction prevention, rental assistance, and development of housing for special needs populations. SHIP funds can (and should) be used to help round out options and fill gaps in housing needs for special populations, including those nearing and/or homelessness. Presenters share examples of strategies implemented by SHIP administrators that address homelessness and allow time for discussion of any additional ideas. Additionally, this training will discuss other funding streams available in the community (i.e., Emergency Rental Assistance Programs, SLFRF, Emergency Solutions Grant funding, etc.) and how to ensure that there is not unnecessary duplication of services or payment.

13. Curing Title Issues: This webinar will help administrators address title issues that can create problems when a household wishes to sell their property. Presenters will address the most common types of title issues that arise before providing housing assistance and discuss how local housing professionals can help cure title issues to assist households in need. Presenters will address how to use SHIP, CDBG, HOME, and other local funding sources to support title clearing efforts and feature legal aid attorneys with day-to-day experience clearing title. A special focus will be on how to address heirs' title issues, a topic that is gaining increased awareness in Florida.

14. Accessing Infrastructure Funds for Housing: This webinar will help local governments optimize how they use valuable subsidy to maximize the production of much-needed affordable units in their communities. As production costs increase, and land use tools such as inclusionary zoning and other flexibilities grow in popularity, local governments are increasingly challenged by the need to accurately evaluate proposals to close the gap in financing needed to meet the actual costs of the development while providing housing at an affordable cost. Such subsidy needs often far exceed amounts needed to meet Florida Housing's local government contribution requirements, and the timing of such requests often occurs prior to the detailed underwriting completed by Florida Housing and other funders. Therefore, local governments must be equipped to review proposals with a greater level of precision than maybe required in the past.

15. Increasing Minority Homeownership: Presenters will discuss federal, state and local fair housing law enforcement and compliance, improving outreach of purchase assistance programs to reach minority populations and those least likely to apply. It will discuss how a Limited English Proficiency Plan can increase participation, and the role of counseling as a tool to provide increased outreach and minority homeownership. Local governments will learn how to use data to determine community needs. Presenters will include representatives from Florida communities that have a process in place that focuses on increasing minority homeownership.

16. Developing a Selection Criteria for Recipients and Sponsors: This webinar will help local governments develop a selection system that identifies SHIP-eligible applicants and considers how to prioritize them in accordance with the selection criteria identified in the LHAP. Presenters will also discuss selection criteria to identify sponsors that will work on SHIP projects. Since several SHIP communities outsource implementation of one or more of their strategies to non-profit or for-profit organizations, this webinar will focus on addressing details of the LHAP selection criteria, suggested language for a Request for Proposal, scoring applications, selection criteria, contract award, and the terms of the resulting written agreement.

17. Planning and Zoning: This training is designed to annually address local land use policies that affect the development of housing that is affordable. It will include an explanation of planning and zoning updates, along with a discussion of how zoning codes, impact fees, development standards, and review processes impact the cost of development. Participants will learn how local governments can use their land use authority to require, facilitate, and encourage the production of affordable housing.

18. The Role of SHIP in Housing Resilience Strategic Planning: As production costs increase and land use tools such as inclusionary zoning and other flexibilities grow in popularity, local governments are increasingly challenged by the need to accurately evaluate proposals to close the gap in financing needed to meet the actual costs of the development while providing housing at an affordable cost. Such subsidy needs often far exceed amounts needed to meet Florida Housing local government contribution requirements, and the timing of such requests often occurs prior to the detailed underwriting completed by Florida Housing and other funders. This webinar will help local governments optimize how they use valuable subsidy to maximize the production of much-needed affordable units in their communities.

19. Post-Disaster Emergency Housing: This webinar focused on planning for post disaster emergency housing since hurricane season is not an ideal time to start plans. Once a hurricane has damaged and destroyed homes, there may be hundreds of homes needed for survivors for temporary housing and for long term recovery. Pre-recovery is the concept of preparing for disaster by taking steps to qualify contractors, order building supplies, and stockpile housing components that can be accessed amidst post disaster supply chain disruptions. Presenters will explore how local governments and housing providers can deploy minimum sized “emergency housing cores” comprised of just a kitchen, bathroom, and bedroom since they provide immediate shelter that can be later expanded to permanent housing solutions. Participants will learn about innovative methods and materials, including advance component construction and modular housing, to start the rebuilding and recovery process sooner rather than later.



20. HOME Funding for Affordable Housing Part 1: This webinar will speak to effectively combining HOME and HOME-ARP funds to address affordable housing needs. Recommendations will be provided for using funds towards supportive services, non-congregate shelter, tenant-based rental assistance, development of affordable rental housing, capacity building, and non-profit operating support. Presenters will give examples of creative strategies and impactful projects communities have launched by blending these HOME funding streams to reduce homelessness and support housing stability for vulnerable populations.

21. HOME Funding for Affordable Housing Part 2: This webinar offers training on using HOME funding for homeownership projects and will feature home purchase projects from several Florida communities. Additionally, it will introduce the Homeownership Opportunity Pool (HOP), a down payment assistance program funded in part by federal HOME dollars. HOP is a unique and valuable resource offered by Florida Housing Finance Corporation, that allows housing developers, including self-help such as Habitat for Humanity, or general single-family developers, to reserve purchase assistance funds for approved homebuyers. When the home is completed and ready for purchase, the funds are disbursed in the form of a subordinate mortgage with zero percent interest deferred loan.

22. Affordable Housing Development Using SAIL Funds Part 1: This two-part webinar series will focus on Florida's SAIL program, an essential source of financing that is flexible and tailored to fill funding gaps in affordable multifamily housing projects. SAIL, created by the State of Florida, has been a national model for providing gap financing for affordable apartments since it was created over 30 years ago. This training is for housing providers, lenders, and local government staff and elected officials. Participants will receive a broad overview of SAIL including the program rule, how to apply for funding, the types of projects that are eligible for SAIL funding and how projects are selected. Presenters will explain the required set-asides, including the newest set-aside for youth aging out of foster care.

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

24. Housing Best Practices with COVID Relief Funds: This is a continuation of the May 2022 webinar to stress how Coronavirus SLFRF may be used for affordable housing. This training will also discuss how local governments can use HOME-ARP funds for tenant-based rental assistance, development of affordable housing, and supportive services. The training will offer examples of Florida communities

dedicating COVID-related funds to development, rent assistance, housing counseling and other housing-related initiatives.

25. Hurricane Housing Recovery Program (HHRP) Webinar 1: Proposed topics will be presented to Florida Housing in advance of scheduling this training.

26. Hurricane Housing Recovery Program (HHRP) Webinar 2: Proposed topics will be presented to Florida Housing in advance of scheduling this training.

### **C. Existing Webinars:**

1. New Annual Reporting of SHIP Applications: This webinar is designed to prepare SHIP staff for changes to the annual report that requires them to report application information on the SHIP annual report. Presenters will address how to track and report applications, and participants will learn best practices for maintaining a waiting list. This training will also provide guidance on the new requirements and best practices for tracking required annual report data.

2. Preparing for the SHIP Monitor Part 1: This webinar is designed to familiarize SHIP staff with the periodic monitoring process and assist with becoming prepared. This first webinar will provide the results from an analysis of recent monitoring reports to help prepare for monitoring visits and will offer an overview of the monitoring process. Participants will learn about the program details that SHIP monitors focus their attention on during their review, and the items that monitors look for related to file documentation, eligibility determination, and administrative procedures.

3. Preparing for the SHIP Monitor Part 2: This is the second half of a webinar series that will outline SHIP rule compliance, as well as options offered by Florida Housing Finance Corporation for addressing non-compliance issues. Participants will learn about budget reconciliation, annual reporting, and the SHIP tracking documents that monitors will review. Additionally, presenters will discuss the local government monitoring responsibilities when working with Nonprofit Sub Recipients & Sponsors and will share best practices for monitoring rental housing for SHIP compliance.

4. Proficiency in Income Qualification Part 1: This is the first of a two-part training focused on resources available for SHIP administration in determining income. It covers the process of advertising based on the SHIP statute and rule as well as the LHAP, establishing a waiting list, the application intake process, setting priorities based on the LHAP, and determining household members to establish household size. Presenters will offer a review of the income verification process including the definition of income, income inclusions and exclusions, types of income and how they are calculated, and proper file documentation for income verification.

5. Proficiency in Income Qualification Part 2: This webinar will focus on calculating asset and asset income, completing the resident income certification form, complying with the 120-day clock, the award letter, and monitoring and compliance. The training will also address critical eligibility activities, including asset calculation and asset exclusions. Participants will learn how to compute anticipated annual household income.

6. Tracking SHIP Activity Throughout the Year: This training focuses on the upfront work needed to ensure that SHIP funds are expended in a manner that fully complies with SHIP rules. The presenters will discuss a timeline that will help participants keep up with the expenditure and encumbrance deadlines. Participants will also learn the details of complying with the income, homeownership, construction, special needs, and mobile home set-aside requirements; and how to properly implement the ongoing review and expedited permitting incentive strategies that provide data for the annual report. The presenter will offer guidance about tracking foreclosures and defaults. . SHIP staff must track many things—this training details all that is involved with collecting the data needed to create annual reports.

7. Shared Equity: This webinar introduces shared equity programs, including the community land trust model, and how incorporating shared equity provisions into SHIP strategies can effectively expand and preserve the affordable housing stock in any community. The presenters will cover the philosophy and mechanics of shared equity programs, the benefits of shared equity homeownership from the perspective of the homebuyer and the community, and best practices for how a local government can partner with a community land trust to implement a SHIP shared equity program. Key topics will include an overview of common shared equity models, the difference between subsidy recapture and subsidy retention, factors to consider when establishing a CLT program and designing a resale formula, local government disposition of surplus lands, lending for shared equity programs, and recordkeeping.

8. SHIP Program Administration Part 1: This is the first training in a two-part series designed to provide guidance on the fundamental rules of the SHIP program, as well as assist SHIP administrators with five years or less of SHIP experience with the implementation of their programs. This webinar will provide a SHIP program overview, income eligibility review, LHAP guidance, and AHAC requirements. The guidance from this training will help SHIP administrators adjust, adapt, and be successful.

9. SHIP Program Administration Part 2: This second half of a webinar series is designed to provide guidance on the fundamental rules of the SHIP program. Presenters will review a year-long timeline of SHIP tasks and deadlines and will provide LHAP guidance about strategy implementation. Participants will learn about tracking and reporting SHIP, fiscal management, monitoring, and compliance. This administration training looks 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.

10. Preparing and Submitting the Annual Report: This webinar is designed to help new SHIP staff members who have recently been assigned tracking or annual reporting responsibilities to complete their annual report by September 15<sup>th</sup>. Presenters will highlight changes to the online reporting system and common reporting errors to avoid. Participants will learn how to access and use the SHIP annual report website and how to locate the data to record in the reports. The presenters will discuss certification procedures and the tracking of expenditures, demographics, deadlines and more.

11. Managing a Successful Purchase Assistance Program: This training introduces best practices for helping home buyers. A majority of SHIP funds must be expended for homeownership activities, and homebuyer assistance is one of the most common strategies employed by local governments to meet the homeownership set aside requirement. This training is for SHIP local government housing staff and their community partners interested in developing, implementing, and managing a successful purchase assistance strategy. It will detail the application process and pre-purchase requirements, including homebuyer education requirements and inspections.

12. New SHIP Staff Orientation: This webinar will assist new SHIP staff in understanding the program rules that govern the administration of assistance strategies, as well as the timeline and targets tied to program administration, the LHAP, annual report and program compliance. SHIP staff with five years or less of experience may benefit from this training, which will address deadlines and responsibilities throughout the year. Staff with more than five years of experience are also welcome.

13. Financing and Monitoring Rental Housing with SHIP: This webinar addresses the principles behind developing and financing affordable rental housing. SHIP funding is primarily focused on homeownership, but it can be a valuable tool to support rental housing projects. The challenges and opportunities of both new construction and rehabilitation will be covered, as will small, scattered site deals and large-scale developments. Participants will learn SHIP requirements for ongoing monitoring of assisted rental units, and how SHIP can be used as the Local Government Contribution for development responding to a Request for Application from Florida Housing. The presenters will discuss how SHIP can leverage other sources of funding such as low-income housing tax credits. Participants will also gain perspective on monitoring long term affordability, and other monitoring and compliance responsibilities.

14. New Construction Strategies and Partnerships: This webinar is designed to guide SHIP administrators as they explore opportunities for local governments to develop single family homes while working with developers and sponsors. Designing a strategy in the LHAP that meets the SHIP requirements is an important first step in this process. Learn how to solicit sponsors and developers, structure your program, develop effective agreements, and outline responsibilities to comply with SHIP

program requirements. The presenters will examine sample construction strategies to highlight options for the terms of assistance and for selecting eligible buyers. SHIP administrators, nonprofit housing developers and contractors will find this webinar an essential first step in establishing or updating a single-family development program.

15. The Rehabilitation/Emergency Repair Process Part 1: This is a two-webinar series that introduces the rehabilitation process. This requires housing administrators and their staff to work with homeowners, contractors, building inspectors, local officials, and funders. Understanding each of these groups and learning to work with them helps to avoid some of the problems that are commonly encountered in rehabilitation programs. This is the first session of a two-part webinar that will walk you through the steps involved in the rehabilitation program process, deciding on the best approach, and strategy design for your community.

16. The Rehabilitation/Emergency Repair Process Part 2: This is the final session of a two-webinar series that introduces the rehabilitation process. The presenters will address weaknesses in rehabilitation programs and best practices to improve your program. The webinar will focus on contractor selection and removal, scope of work, the bidding process, contract terms and award, inspections, and payments, guarantees and warranties, and long-term compliance and monitoring. SHIP staff must work with homeowners, contractors, building inspectors, local officials, and funders. Presenters will help in understanding each of these groups and learning to work with them to avoid some of the problems that are commonly encountered in rehabilitation programs. Learn about change orders, finding qualified contractors, the importance of written agreements, recordkeeping, compliance, monitoring, and program pitfalls.

17. LHAP Design Part 1: This webinar will assist local government staff in the preparation and implementation of the LHAP as required by SHIP. It focuses on using and improving on the LHAP in the three years between when the plan is formally updated. Participants will learn how to write a LHAP that is clear, concise and complies with all requirements. The presenters will advise participants how to update existing strategies, add a new strategy, and incorporate the regulatory reform work of the AHAC into the LHAP.

18. LHAP Design Part 2: This webinar will provide examples of the nuts and bolts of the plan update. This is an important training, considering that many SHIP communities must submit new LHAPs in 2023. Key topics to be addressed include properly defining terms of assistance and designing housing strategies that work in a changing market. Presenters will discuss not-so-common strategies that can be used to serve both renters and owners. Local governments will be encouraged to review local data to better identify the needs in their community when it comes to selecting and designing strategies to ensure a comprehensive approach to addressing affordable housing needs.

19. Working with Sponsors and Subrecipients: This webinar will offer guidance on how to outsource implementation of one or more SHIP strategies to nonprofit or for-profit organizations. Learn what types of groups may serve as sponsors and subrecipients and hear firsthand from the SHIP staff and/or sponsors and subrecipients 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 Proposal, selection and award. The webinar will address service delivery fees and other details that should be incorporated into the written agreement. Key topics include the elements of monitoring and effective communication.

20. Working with Blended Financing/Subsidy Layering: The webinar offers useful guidance to help determine which rule takes precedence over another 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.

21. Using Publicly Owned Lands for Affordable Housing: This webinar provides guidance on how the public sector, including school boards and Community Redevelopment Agencies, can use its land for affordable housing purposes. Publicly owned land is one of the most important tools a local government has to address the affordable housing crisis. Some local governments have enormous numbers of properties in their inventory available for affordable housing but are stymied in terms of taking the next steps towards disposition. Some local governments are inclined to avoid Florida's surplus lands laws and sell surplus property to use the funds for general revenue. This training will provide best practices to local governments, nonprofits, and local advocates to improve the local process for disposing of publicly owned land for the benefit of affordable housing.

22. SHIP Rent Limits Policy: This training will introduce staff to using SHIP for rental housing, which comes with several rules and requirements. Learn about Florida Housing's guidance on SHIP rental assistance, which exempts rent/utility deposit assistance from compliance with the SHIP rent limits. Other SHIP-related rental assistance and development will also be addressed. Eviction prevention assistance can help a tenant struggling to pay past due rent. SHIP rent subsidies may pay for limited monthly rent of a very low-income homeless or special needs household. The webinar will also review the rules when SHIP is expended for rental new construction or rehabilitation.

23. Finance Department Staff Training: This is a training designed for Finance Department Staff to address topics related to state and federal housing programs and assist city/county finance department staff work successfully with SHIP. The presenters will highlight several best practices for financial management and offer guidance to ensure compliance with SHIP tracking and annual reporting rules.

Participants will receive tips for working with housing staff as they reconcile their financial tracking with the general ledger. Presenters will highlight several best practices for financial management and offer guidance to ensure compliance with CDBG and HOME regulatory requirements. Participants will receive tips for working with housing staff as they reconcile their financial tracking with the general ledger. Key topics include: CDBG/HOME regulatory requirements and reconciling with the general ledger.

24. Survive and Thrive as a Nonprofit: This webinar is designed to help nonprofits build organizational capacity, which in turn supports resource development. This training will help those interested in building nonprofit organizational capacity and resiliency, such as nonprofit CEOs or executive directors, senior staff, board members, funders, and local government staff working with nonprofits. Presenters will help participants identify factors that can boost nonprofit performance, including tracking performance benchmarks and building strong staff. Participants will learn how to evaluate a nonprofit's financial strength by examining financial reports and related documents.

### **C. Local Workshops**

Local workshops that pertain to a topic of interest/need may be requested by one or more local governments, not-for-profits, or community-based organizations. The training consists of lecture, discussions, handouts, and other relevant information covering the requested topic. Examples of this form of training include local housing forums, Income Qualification classes, and new staff SHIP Orientation training.

### **D. Stakeholder Group Events**

Stakeholder group events may include gatherings such as housing forums, training summits, conferences, community capacity building events, or training opportunities. Affordable housing has risen to a top priority for both the public and private sector, local governments, community partners, chambers of commerce, and nonprofits who assemble events and request training. Stakeholder group events may also include presentations to local elected bodies, commissions, and councils.

Elected officials, planning staff, SHIP Administrators, and affordable housing developers may request training to educate on a variety of issues ranging from confusion or opposition to an affordable housing ordinance or incentive, NIMBY issues, or SHIP program basics. Such presentations will involve preparation, including interviews with key parties and reading comp plans, proposed ordinances, and minutes from prior meetings.

### **E. Hurricane Housing Recovery Program (HHRP) Training**

The Contractor will provide both direct on-site and off-site technical assistance to support those SHIP offices who have been awarded HHRP funds.

## **F. Affordable Housing Advisory Committee (AHAC) Training**

The Contractor will conduct a training for elected officials in each of seven regions on how to comply with AHAC requirements and other affordable housing topics. The Contractor will:

1. Provide for training registration and logistics;
2. Conduct an analysis of local codes, housing plans, housing needs, and recent news for best practices to identify;
3. Coordinate with local officials, pre-training, to compile feedback on topics that they would like to have discussed;
4. Create and convene regionalized presentations of best affordable housing practices to meet local needs tailored to specific needs of each region;
5. Coordinate with Florida Housing Board members and staff as needed for training presentations;
6. Create a report on these workshops for the Florida Legislature, as required by the 2020 updated AHAC provisions in the SHIP Statute; and
7. Seek feedback post-workshop on regional projects, topics discussed, and other follow-up as necessary/applicable.

## **H. Publications and Videos**

1. New Publication: “Making the SHIP Program Market Responsive”: This publication provides best practices for how local governments can build flexibility within their SHIP strategies and other programs to quickly respond to shifting market conditions and addresses how they use valuable subsidy to maximize the affordable units being built in their communities. Examples include the importance of having emergency and ongoing rental assistance strategies, and designing purchase assistance and development strategies. This publication also examines SHIP administrative topics such as cost escalation and setting maximum purchase prices, and offers recommendations that may result in cleaning up old policy that does not meet current needs.

2. Update the Residential Rehabilitation Manual: This Guide is a tool used by SHIP Administrators, sponsors, and partners as a reference for administering SHIP Rehabilitation Programs, and provides customizable templates that may be used to create policies, procedures, forms, and guidelines. The update to this guide will include but is not limited to:

- Updating links and outdated references
- Addressing project cost issues



- Updating sample documents
- Adding new issues related to supplies and project timing
- Addressing contractors meeting insurance requirements
- Work division between staff, sub-recipients, sponsors (and project delivery costs)

3. AHAC Topical Videos for Elected Officials: These videos will be produced in-house by the Florida Housing Coalition’s communications director who will adapt the publication ‘Affordable Housing in Florida’ into a video-based tutorial. Eight videos will be produced covering the chapters in the book in approximately 7- to 11-minute segments, and will be composed of a narrator with a storybook presentation including site-specific examples. Titles include, ‘What is Affordable Housing and why is it vital for your community?’, ‘Who Lives in Affordable Housing?’, and ‘What is the Connection Between Affordable Housing and Fair Housing?’.

### **I. Florida Housing Coalition Conference**

The Contractor will conduct a SHIP Roundtable and a variety of trainings offered over three days at the Contractor’s in-person annual conference.

**EXHIBIT C  
FEES**

Category	Unit Type	Cost per Unit	Units	Total
Telephone/Email TA	Month	\$9,200	12	\$110,400
Offsite Technical Assistance Hours (Includes 35 of HHRP, 116 Offsite TA follow-up, and 25 AHAC TA hours)	Hour	\$150	456	\$68,400
Site Visits (including two HHRP site visits)	Day	\$1,800	22	\$39,600
Stakeholder Group Events	Events	\$2,500	15	\$37,500
Regional Workshops	Regional	\$7,000	6	\$42,000
Local Workshops	Local	\$5,250	3	\$15,750
New Webinars (including two HHRP webinars)	Webinar	\$4,000	26	\$104,000
Existing Webinars	Webinar	\$2,500	24	\$60,000
Making the SHIP Program Market Responsive	Publication	\$17,000	1	\$17,000
Update Publication: Rehabilitation Manual	Publication	\$4,750	1	\$4,750
AHAC Elected Officials Workshops (one round)	Training	\$4,200	7	\$29,400
AHAC Report to the Legislature	Training	\$4,800	1	\$4,800
AHAC Topical Video for Elected Officials	Video	\$10,000	1	\$10,000
Conference Training (SHIP roundtable)	Event	\$20,000	1	\$20,000
<b>Total</b>				<b>\$563,600</b>

**NOTES:**

A. All items listed in this section are subject to funding availability.

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

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

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

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