

**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 #003P-2024 (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, 2024, 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, 2025.

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.

8. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages under a contract or purchase order shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. The limitation of liability contemplated herein does not apply to any claim arising under an indemnity section of the agreement or any section of the agreement relating to insurance for the provision of Professional Services defined in section 287.055, Florida Statutes, unless otherwise agreed to by the parties to the contract. Unless otherwise specifically enumerated in the contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in

addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

#### 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 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 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

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

Robert Dearduff  
Director of Special Programs  
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:

Ashon Nesbitt  
CEO  
Florida Housing Coalition, Inc.  
1311 N. Paul Russell Rd., B-201  
Tallahassee, Florida 32301  
Phone: 850.878.4219  
Cell: 813.476.4170  
E-mail: Nesbitt@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 or 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.

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

#### N. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by

the Florida or Federal Legislature or any state or Federal agency. The 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. ELECTRONIC SIGNATURES

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

#### S. 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.

T. 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 003P-2024 each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COALITION, INC.

By: Ashon J. Nesbitt

Name/Title: Ashon J. Nesbitt, CEO

Date: June 13, 2024

FEIN: 59-2355835

FLORIDA HOUSING FINANCE CORPORATION

By: Angeliki G. Sellers

Name/Title: Angeliki G. Sellers, CFO

Date: 6-17-2024

## **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 and materials 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 and initiatives; and
- v. Guidance in achieving project completion.

#### **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 and initiatives 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 and approval from Florida Housing, the Contractor shall 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. 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 and approval from Florida Housing, 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.

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 and approval from Florida Housing, 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 stakeholders, 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 10 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 administer HHRP, SHIP, HOME or other affordable housing programs.

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 shall be done through the Contractor's website, newsletters, emails and social media. Marketing of all workshops and webinars shall be made available to all stakeholders; however, specific effort to market to individual or groups that would directly benefit from the workshop or webinar shall be a priority.

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, 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 prominently 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 via social media and 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 60 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. Current and archived 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 data 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. Program Reports**

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.

Annually, the Contractor will provide a summary of total of all deliverables to include workshops, stakeholder events, webinars, on-site visits, phone calls and emails received and responded to and number of hours of technical assistance provided. This report will include the number of individuals/organizations assisted throughout the year.

## **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. State Housing Strategy Working Groups

The Contractor will facilitate two statewide working groups and provide technical assistance to build upon the recommendations from the 2023 OPPAGA Report “Affordable Housing Strategies in Other States” (23-13). The working groups will focus on affordable housing programs listed in the OPPAGA report which Florida Housing has determined to have the highest potential for implementation in Florida. The two working groups are an intensive type of technical assistance and an interactive opportunity for peer sharing. They will be comprised of local government staff and community stakeholders who will develop action plans to implement high-potential and high-impact affordable housing programs.

- One working group will focus on an Accessory Dwelling Units Program. It will involve local government housing and planning staff, nonprofits, contractors, and lenders, so all aspects of the process of developing ADUs would be considered.
  
- The other working group will focus on Private-Public Partnerships for Healthy Housing. It will include housing, healthcare, and behavioral healthcare participants serving households in small—to medium-sized counties.

**Monthly Meetings:** The Contractor will meet virtually with the working groups monthly through the contract period. Beginning in July, the Contractor will solicit interest from SHIP staff and relevant stakeholders. After selecting participants, monthly working groups will commence with virtual 90-minute meetings. The Contractor will facilitate the monthly meetings, focusing on peer sharing, instruction on similar programs (e.g., SHIP, HUD grants, public-private partnerships), and breakout sessions focused on action plans. The Contractor will meet with each community between working group meetings to develop the participants’ action plans and provide technical assistance. Florida Housing will receive regular progress reports on each community’s action plan.

#### **Billing Schedule for the Working Groups**

\$5,900	July:	Develop a roadmap and schedule for the Working Groups. Begin promoting the Working Groups.
\$5,900	August:	Review applications, select Working Group participants.
\$5,900	September:	Organize the Working Group schedule through May. Host Working Group orientation.



\$5,900	October:	1st working group mtg and one-on-assistance meetings.
\$5,900	November:	Group meetings and one-on-one assistance.
\$5,900	January:	Group meetings and one-on-one assistance.
\$5,900	February:	Group meetings and one-on-one assistance.
\$5,900	March:	Group meetings and one-on-one assistance.
\$5,900	April:	Final group meeting, finalize all action plans, and feature successes in FHC Journal.

Action Plans and Outcomes: The Contractor will provide a template Action Plan for each working group participant to use throughout the group. Participants will receive technical assistance between working group sessions to develop an Action Plan specific to their community. The Action Plan will identify the people, resources, funding, and strategies necessary to move the program forward.

- Outcomes for the Accessory Dwelling Units Program working group: At least five communities will develop action plans to implement ADUs in their local housing strategy. Plans will focus on removing barriers to construction in land development regulations and financing and technical assistance tools for residents. Also, the working group will provide recommendations for using SHIP and Florida Housing homeownership programs for ADUs and for state-level policy facilitating the development of ADUs as affordable housing.

- Outcomes for the Partnerships for Healthy Housing working group: At least five rural communities will develop an action plan identifying the existing healthcare assets, gaps, and strategies for improving healthcare opportunities for supportive housing residents. Additionally, the working group will foster increasing new and existing partnerships between housing and healthcare providers; determine the cost of lowering barriers, increasing access, and expanding healthcare services; and identify the role of money dedicated to affordable housing in contributing to these costs.

## **B. Regional Roundtables**

Regional roundtables are in-person gatherings for SHIP staff in seven regions of the state, that bring SHIP communities together with their counterparts from neighboring cities and counties. The Contractor’s staff will prepare for each event by surveying staff in a region to identify topics of most interest, including how the Live Local Act intersects with SHIP. They will secure a meeting venue for an in-person 4-hour roundtable event, and customize each event by spotlighting SHIP program administrative best practices and successful strategies in each region. Roundtables will provide an opportunity for neighboring communities to exchange insights on addressing housing challenges and learn from each other's experiences.

## C. Regional In-Person Workshops

1. Proficiency in Income Qualification: This is an intensive income compliance workshop designed for those who process SHIP applications and those who oversee the SHIP office. One of the training courses 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 how the Housing Opportunity Through Modernization Act (HOTMA) has updated these income qualification rules. 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. 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, LHAP guidance, and AHAC requirements. Additionally, 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, financial management, monitoring, and compliance. This 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.

3. Introduction to Affordable Housing Pre-Development: This workshop provides guidance to nonprofit organizations on predevelopment activities and due diligence necessary prior to the development of affordable housing units. Participants will learn about the Predevelopment Loan Program (PLP) application process, the PLP Rule in the Florida Administrative Code, creation of the Development Plan, and technical assistance for nonprofit borrowers to get from concept to construction. Presenters will cover design, zoning and land uses, budgeting, and the timeframe of predevelopment. Additionally, attendees will have the opportunity to engage in interactive sessions and peer-to-peer learning, enabling them to gain insights from industry experts and fellow participants. Through collaborative discussions and knowledge-sharing, attendees will emerge equipped with the tools, resources, and direction necessary to successfully navigate the complexities of affordable housing predevelopment.

4. The Affordable Housing Development Process: This workshop will help nonprofit developers, housing program administrators, and their community partners to understand the development process as well as the costs and financing needed to make affordable housing production happen. Participants will gain insights into a wide range of development funding sources, including the State Apartment Incentive Loan (SAIL) program. Presenters will address land use, impact fees, permitting, platting and more. Presenters will discuss creating pro-forma. The training addresses the steps from initial closing to development completion and how to set the project up for ongoing

compliance. Participants will gain an understanding of how amounts and timing of subsidies directly influence the incomes of the families being served. Presenters will also cover funding applications and awards, credit underwriting, the initial closing process, the construction period, and lease-up. This training will empower attendees to effectively manage the complexities of affordable housing development projects and optimize outcomes for their communities.

#### **D. Live Local Act Webinars**

1. Live Local's Land Use Mandate for Affordable Housing: The Live Local Act includes a much-discussed local land use mandate for affordable housing in commercial, industrial, and mixed-use districts. This training will provide guidance on the land use mandate of the Live Local Act as well as the amendments passed in the 2024 Legislative Session through Senate Bill 328 and how the mandate impacts local land use policies and housing affordability. Presenters will take an in-depth look at all aspects of the land use mandate and provide implementation examples from local governments throughout the state.

2. LLA Funding Programs at Florida Housing: This training will delve into how the SAIL-like programs created and funded by the Live Local Act are administered by Florida Housing. Presenters will cover programmatic timelines, the RFA process, and the requirements tied to Live Local funding sources. Presenters will also discuss the underwriting process, including the requirements of market studies and in some RFA's preapplication meetings. Participants will learn about the timing of local and federal funds and how they fit into the project.

3. Using Public Land for Affordable Housing: Among many updates, the Live Local Act changed policy on how local governments handle publicly owned land to support affordable housing production. This webinar will cover new requirements on the handling of land owned by public entities and provide guidance on best practices that can be implemented by local governments for compliance. Presenters will discuss criteria that may be used to evaluate land for addition to the affordable housing inventory as well as for possible acquisition. Participants will also consider possible funding sources and criteria including weather resilience, physical criteria, and proximity.

#### **E. New Webinars for the Catalyst Program:**

1. Community Benefits and Outcomes of Permanent Supportive Housing: Permanent Supportive Housing is an essential component of the affordable housing stock. This type of development prioritizes persons most vulnerable in our communities, with the lowest incomes and highest service needs, including persons experiencing homelessness and individuals with disabilities. The strategy of implementing and expanding Permanent Supportive Housing capacity is a proven best practice in addressing chronic homelessness, which is on the rise in Florida. This webinar will discuss how to analyze unmet housing needs, developing partnerships

with community-based service providers, and financing of PSH. Presenters will discuss community benefits including reduced costs on emergency room visits, jail time, police interventions, and more. Presenters will also detail the importance of separating functions of support services and property management to best support people in housing to sustain their housing long term. Participants will hear from PSH developers about their experience with Florida Housing's competitive solicitation process and how they effectively created partnerships with supportive service agencies to promote housing retention and permanent transitions out of homelessness and into stable housing. Attendees will learn about the specific RFA's designed for supportive housing, as well as the team members needed and the process of successfully developing supportive housing.

2. Making the SHIP Program Market Responsive: This webinar will review best practices for structuring strategies that are effective in hot and cold markets and will offer guidance on building flexibility into program policies to quickly respond to shifting market conditions. Learn to use valuable subsidies toward activities that can maximize access to affordable units in changing markets. Examine strategy design to address cost escalation, increased purchase prices, low home valuations, and more.

3. First-Time Homebuyer Education and Counseling: This is a comprehensive webinar designed to support local governments in enhancing their purchase assistance programs through partnerships with HUD Approved Housing Counseling Agencies. This session will feature seasoned housing counselors who will share the latest developments and innovations in the housing counseling sector. Participants will learn how housing counselors can make their program a success. Attendees will gain valuable insights into a range of essential topics, including credit and homeownership, the qualifying process, shopping for services, the purchase process, loan products, key parties involved, home maintenance, homestead exemption, and avoiding foreclosure. This webinar is an excellent opportunity for anyone involved in homebuying assistance programs to deepen their understanding and improve their services for first-time homebuyers.

4. Understanding Site Flood Risk Factors Before You Buy- Selecting a site is challenging and a high-flood risk location can pose added costs to developers, property owners and residents. The Contractor's new Resilient Guided Growth approach will help affordable housing developers understand and quickly identify current and future flood risks and environmental hazards that can impact development, long-term safety, and affordability. The webinar will review the new resources, discuss assessment strategies, and share lessons learned regarding site improvement costs. Attendees will also for reselling/disposition and recommendations for resilient design and construction for single family and multifamily properties if you have high risk sites.

5. Credit Underwriting and Development of Homeownership Projects: With rising construction costs and skyrocketing property insurance costs, developing

affordable for sale homes is difficult. Before the land is conveyed, the feasibility of a development must be underwritten. The presenters will outline the process a credit underwriter uses to assess the financial feasibility of an affordable homeownership project. Participants will consider the calculations involved with answering questions like: What is the maximum price the home can be sold for? Does the sales price support the cost of developing the home? How much Downpayment Assistance is needed for the homes sold to the lower AMIs? How does a community land trust affect the project financially?

6. Understanding the new LLA SAIL RFAs: With \$250 million in LLA SAIL money, this webinar will review the different RFAs which will disburse the money. The presenters will review projects being funded, and delve into the specifics of each RFA, highlighting key criteria, application processes, and scoring criteria. Additionally, they will review projects already approved for funding, providing valuable examples of how the LLA SAIL funds are being utilized to address housing needs in communities. Participants can gain a comprehensive understanding of the LLA SAIL funding opportunities available and learn from successful project models to inform their own initiatives and proposals.

7. Strategic Planning for Nonprofits: In this webinar, presenters will share best practices in strategic planning for nonprofits, with a focus on how housing development fits into their missions and visions. The presenters will address the importance of analyzing the nonprofit's capacity and experience with the housing they wish to address. This is one aspect of feasibility analysis for any project or service. Additional topics will include structure and components, avoiding "mission drift", setting benchmarks and evaluating performance. Presenters will also discuss differences between a multi-year strategic plan and annual action plan, and the value of having a facilitator. The webinar will further include examples from nonprofits implementing these best practices.

8. Using SHIP for Manufactured Housing: This training will address the possibilities unfolding with manufactured housing and how it may be compatible with affordable housing funding programs and policies. Learn about SHIP requirements for working on manufactured housing. The presenters will address both every day affordable housing approaches that incorporate manufactured housing, as well as how they can assist with disaster housing recovery. Participants will learn about Florida's requirements for permanently affixing the homes to the ground, as well as how to secure assistance when the homeowner lives on leased land.

9. Creating Cool, Cost-Effective and Healthy Multi-Family Housing: Building multifamily housing that keeps residents cool and healthy without sacrificing affordability is crucial. This webinar will feature ideas and recommendations from leading green building certification programs, universities, developers, contractors, and architects. Major new federal funding programs are supporting the use of solar. Join us to learn about new approaches that can save property owners and renters money, practical strategies to increase post-disaster energy resilience such as using

solar to offset energy costs of community spaces, ideas for passive design and green infrastructure/landscape projects which can reduce heat gain and flooding.

10. Effective Utilization of Publicly Owned Land for Affordable Housing:

This training continues to address this critical resource, the subject of the “Using Public Land for Affordable Housing” webinar. It outlines the methods by which local government and special districts may strategically dispose of land in a way that is compatible with local planning and growth policy. The discussion will include a comprehensive approach to a disposition strategy including building a workgroup, analyzing community needs, establishing policy, developing procurement, and implementing strategies that support permanent affordability. Successful approaches implemented by local government across the state will be highlighted.

11. Missing Middle Housing Policy: Properly structured land use policies, development regulations, and additional programs are key to support development of “missing middle” housing, small-scale development projects typically with fifty units or fewer serving households priced out of the single-family home market. This webinar will cover the range of housing policies that can facilitate greater production of missing middle housing. Topics discussed will include regulatory barriers to missing middle housing, designing local land use strategies to unlock small scale development, and structuring local funding strategies to unlock small unit development. This webinar will feature local policymakers and small-scale developers who have successfully implemented missing middle housing efforts.

12. Serving Lower Incomes through the Live Local Act: The Live Local Act contained a variety of tools aimed at developing affordable housing in Florida - several of which target housing for incomes up to 120% of the Area Median Income. A topic of growing interest throughout the state’s housing ecosystem is how the wide range of policy tools provided by the Live Local Act may be leveraged to serve lower incomes, particularly incomes at or below 80% AMI. This webinar will provide housing stakeholders with information and ideas for how the tools of the Live Local Act can be operationalized to best serve lower income populations around the state. Specifically, this training will address the use of the House Bill 1339 land use tool, the local regulatory toolkit, and local funding strategies to encourage the production of housing for households at or below 80% AMI.

13. Property Tax Policy for Affordable Housing: Property tax policy can have a major impact on housing affordability. Whether participants are looking at project feasibility for an affordable multifamily rental project, the monthly mortgage payment for a low-income homeowner, or trying to encourage market rate properties to lower their rents in exchange for an incentive or two, property tax policy can play a major role in housing policy. This webinar will provide a background on property tax law in Florida and address all the property tax policies in state law that are available for the production and preservation of affordable housing. Presenters will cover related topics including, but not limited to, the how statewide legislation such as the Live Local Act

can impact property tax policy, the impact of property taxes on a development's bottom line, and how local property tax policies can be developed equitably.

14. Addressing Unsheltered Homelessness: Unsheltered homelessness has been on the rise across the nation and in Florida. This session will discuss best practices, policies, and ordinance considerations that reduce unsheltered homelessness. The presenters will present recent national and Florida-specific trends reflected from the Point in Time Count data covering 2007 through 2023. They will address enforcement considerations so that a community may set infrastructure in place that addresses housing and service needs among citizens.

## **F. Previously Developed Webinars**

1. Financing Rental Housing with SHIP: This workshop addresses the principles behind financing and developing 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. Presenters will discuss creating a pro-forma spreadsheet to account for funding sources and expenses. Participants will gain an understanding of how amounts and timing of subsidies directly influence the incomes of the families being served.

2. Monitoring Rental Housing (Rental with SHIP Part 2): Before investing in SHIP to build or repair rental housing, SHIP staff must learn the rules and requirements. This webinar addresses one of the biggest commitments, the requirement to monitor SHIP-funded rental units. The presenters will address SHIP rental housing monitoring requirements along with monitoring requirements for housing with blended financing from Housing Credits, HOME, SAIL, and more. Presenters will address methods for reviewing tenant income eligibility documentation. Participants will learn about rent affordability compliance and the steps of the compliance monitoring process.

3. Funding Sources and Partnerships to Serve Vulnerable Populations (Resources Part 1): This session provides an overview of rental housing funding along with resources to support people experiencing homelessness. The presenters will discuss how to combine and leverage major funding sources to subsidize the development of affordable rental housing. Learn about homelessness resources including ESG, CoC, HUD VASH, HOPWA, and TANF.

4. Affordable Housing Funding Sources for Homeownership (Resources Part 2): This webinar will focus on funding sources for homeownership and tools and strategies to incentivize the creation of affordable housing. These tools include inclusionary zoning, linkage fees, surplus lands, and impact fee modifications. This session will address both state and federal funding that can be used for homeownership including Florida Housing programs, CDBG, HOME, and local housing trust funds. Participants will also hear directly from a local government on strategic implementation to demonstrate how state and federal funds can be leveraged for

maximum impact and to provide examples of strategies currently being implemented using the funding sources discussed in this webinar.

5. SHIP Administration: LHAP and Financial Requirements (SHIP Prog Admin 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.

6. SHIP Admin: Strategies, Documentation, and Monitoring (Prog Admin Part 2): This second half of a webinar series is designed to provide additional 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.

7. Preparing for Deadlines & Annual Reports: Presenters will provide guidance on how to complete each tab of the report along with instructions on how to obtain data needed for the certification, questions on foreclosure default, success stories and more. Additional topics include guidance on reporting incentive strategies, completing the certification form, and next steps if found noncompliant.

8. 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 your LHAP, establishing a waiting list, the application intake process, setting priorities based on your 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.

9. Proficiency in Income Qualification Part 2: This webinar will focus on calculating assets and asset income, completing the resident income certification form, complying with the 120-day clock, the award letter, monitoring, and compliance. The Housing Opportunity Through Modernization Act (HOTMA) has updated these income qualification rules.

10. LHAP Design Part 1: This webinar will assist local government staff in the preparation and implementation of the Local Housing Assistance Plan (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 new strategies, and incorporate the regulatory reform work of the affordable housing advisory committee (AHAC) into the LHAP.

11. 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 2025. 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.

12. Preparing and Submitting the SHIP Annual Report: This webinar is designed to prepare SHIP staff to complete their annual report by the September 15<sup>th</sup> deadline. Presenters will provide guidance on how to complete each tab of the report along with instructions on how to obtain data needed for the certification, questions on foreclosure default, success stories and more. Additional topics include guidance on reporting incentive strategies, completing the certification form, and next steps if you are noncompliant. The presenters will discuss certification procedures and the tracking of expenditures, demographics, deadlines and more.

13. Working with Nonprofits, Sponsors and Sub Recipients: This webinar will offer guidance on how to outsource implementation of one or more SHIP strategies to nonprofit or for-profit organizations. Attendees will 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.

14. Preparing for the SHIP Monitor: This webinar is designed to familiarize SHIP staff with the periodic monitoring process. Have you received notice that a Florida Housing Finance Corporation Monitor will soon conduct a compliance review of your SHIP program? Do not get nervous—get prepared. This will provide the results from an analysis of recent monitoring reports to help you prepare for your monitoring visit and will offer an overview of the monitoring process. Learn about the program details that SHIP monitors focus their attention on during their review of the SHIP jurisdictions program.

15. 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 since this training can be a great refresher. The topics addressed are fundamental, and all should take away something new.

16. SHIP Rent Limits Policy: This training will introduce staff to using SHIP for rental housing, which comes with several rules and requirements. Attendees will learn about the Florida Housing Finance Corporation'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.

17. Resilient By Design- Creating Disaster Resistant Single- and Multi-Family Housing Stock: Participants will learn about resiliency in affordable multifamily residential design, which incorporates advanced stormwater infrastructure and building mitigation strategies to proactively reduce the impacts from increased heat, extreme rain, and better protect residents. They will also learn about programs to enhance low-income single family home resilience.

18. Planning and Zoning: This training will address a variety of policy initiatives to increase the supply of affordable housing in Florida. Presenters will discuss statewide standards for certain affordable housing developments in commercial, industrial, and mixed-use zones and the three property tax exemptions for affordable housing in the Live Local Act. Participants will learn how local governments can use their land use authority to require, facilitate, and encourage the production of affordable housing.

19. Navigating Affordable Housing Law: Florida has a variety of state-specific statutes that govern affordable housing policy. Last year's Navigating Affordable Housing Law webinar focused on housing laws related to affordable housing development. This training will focus on law and policy related to landlord-tenant law, tenant protections, real property law, and issues commonly presented to legal aid. Attorneys from Florida's esteemed legal aid organizations will be featured as housing attorneys from across the state present on basic principles regarding these issues and answer frequently asked questions regarding the state's affordable housing programs to serve persons most in need of assistance.

20. Heirs Property: The prevalence of heirs' property as a housing equity issue has been a key issue on policymakers' radar in recent years. Heirs' property, a term used to describe property that is passed via inheritance from an owner(s) to next of kin without clear ownership, can be difficult to sell, repair, or improve, and leads to

challenges relating to property ownership and generational wealth. Because of inherent problems of heirs' title, identifying, preventing, and remediating heirs' property is key to improving low-income neighborhoods and generational wealth building in Florida. This webinar is focused on how the housing ecosystem can address heirs' property issues from various entry points and will feature legal aid attorneys and housing professionals to explore how communities can help ameliorate heirs' property issues.

21. AHAC Incentive Strategies: This webinar is designed to offer a primer for new members to orient them to AHAC responsibilities. This webinar will go through the 11 required incentives each AHAC is required to consider as part of the SHIP program and provide best practices on conducting the work of the AHAC. Participants will learn about the timeline and activities involved with creating an AHAC report on incentive strategies.

22. Survive and Thrive as a Nonprofit: 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, like tracking performance and building strong staff. Learn how to evaluate a nonprofit's financial strength. This training offers valuable tools to navigate the complexities of nonprofit management and drive sustainable impact in the community. Participants will learn about funding opportunities available to help nonprofits succeed. They will get helpful guidance about development oversight, property operations, and management.

23. Asset Mapping for Community-Based Planning: This webinar will present the benefits of incorporating asset mapping into the housing needs assessment and market analysis process to strengthen planning efforts. Presenters will explore how the community-based planning approaches intersect and overlap for maximum efficiency in identifying gaps and for more effectively determining actual needs. Presenters will review existing local plans that include comprehensive housing needs assessments and demonstrate how incorporating the capacity forward approach of asset mapping can improve planning efforts, reduce duplication of efforts, integrate data sources, and improve project scopes.

24. Understanding the Housing Crisis Response System: Leveraging Partnerships to House All: The Housing Crisis Response System is comprised of providers, stakeholders, and resources available to help people at risk of or experiencing homelessness. This webinar examines the components of an effective housing crisis response system and gives an overview of each, including prevention, outreach and coordinated entry, emergency shelter, rapid rehousing, and permanent supportive housing.

25. Post-Disaster Emergency Housing: This webinar is focused on planning for post disaster emergency housing since hurricane season is not the time to start

plans. 'Pre-recovery' is the concept of preparing for disaster by taking steps to qualify contractors and ordering building supplies that can be accessed post disaster. Presenters will explore how local governments can deploy minimum sized "emergency housing cores" comprised of just a kitchen, bathroom, and bedroom.

26. Preparing your Housing Program for Hurricane Season: Participants will review a SHIP Administrator Disaster Preparedness Checklist. The presenters will address year-round housing mitigation techniques to strengthen homes in preparation for future disasters, including guidance from Enterprise Community Partners' publication 'Keep Safe.'

27. Overcoming NIMBY Opposition: Not in My Backyard Syndrome (NIMBYism), in the context of affordable housing, connotes objections to new housing development made for reasons such as fear and prejudice. Even with the extreme need for more affordable housing, NIMBYism is prevalent in parts of our state. This training webinar will explore ways the affordable housing ecosystem can dispel NIMBY opposition to affordable housing through tactics to support affordable housing as fundamentally vital community infrastructure. This webinar will feature affordable housing practitioners who have experienced and overcome NIMBYism. This webinar will be for developers, local elected officials, city and county managers, and city and county attorneys.

### **G. 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 lectures, 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.

### **H. 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.

## **I. 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.

## **J. 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.

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**EXHIBIT C  
FEES**

<b>TABLE I FEES</b>				
<b>Category</b>	<b>Unit Type</b>	<b>Cost per Unit</b>	<b>Units</b>	<b>Total</b>
State Housing Strategy Working Groups <sup>1</sup>	Training	\$53,100	1	\$53,100
State Housing Strategy Working Groups Roundtable	Event	\$8,000	7	\$56,000
<b>Publicly Owned Lands/Live Local Act Training</b>				
Webinars	Webinar	\$4,000	3	\$12,000
Live Local Act Site Visits	Day	\$1,950	5	\$9,750
Live Local Act Offsite Technical Assistance Hours	Hour	\$150	100	\$15,000
Stakeholder Group Events	Event	\$2,800	5	\$14,000
Follow-up on Site Visits	Hour	\$150	25	\$3,750
<b>Additional Catalyst Training</b>				
Telephone/Email TA	Month	\$9,200	12	\$110,400
Offsite Technical Assistance Hours (Including Offsite TA follow-up)	Hour	\$150	377	\$56,550
Site Visits	Day	\$1,950	16	\$31,200
Stakeholder Group Events	Event	\$2,800	15	\$42,000
Regional Workshops	Workshop	\$7,000	4	\$28,000
Local Workshops	Workshop	\$5,250	2	\$10,500
Follow-up Hours for Visits, Events, Workshops	Hour	\$150	95	\$14,250
New Webinars	Webinar	\$4,000	14	\$56,000
Previously Developed Webinars	Webinar	\$2,500	27	\$67,500
AHAC Elected Officials Workshops (Two rounds)	Workshops	\$4,200	14	\$58,800
AHAC Report to the Legislature	Report	\$4,800	1	\$4,800
Conference Training (SHIP roundtable)	Event	\$20,000	1	\$20,000
<b>TOTAL</b>				<b>\$663,600</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.

<sup>1</sup> See monthly billing schedule outlined in Exhibit B, Item A.

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.

**FINANCIAL CONSEQUENCES <sup>2</sup>:**

Upon execution of this Contract, Florida Housing and the Contractor will develop a written timeline for the completion of the deliverables listed in Exhibit B. Failure by the Contractor to meet the established deadlines will result in financial consequences as outlined in Table 2 below.

<b>TABLE 2 FINANCIAL CONSEQUENCES</b>	
<b>Deliverable</b>	<b>Financial Consequences for Failure to Perform</b>
The Contractor will facilitate two State Housing Strategy Working Groups focusing on an Accessory Dwelling Units Program and Public-Private Partnerships for Healthy Housing as outlined in Exhibit B.	Failure to provide final action plan by April 30, 2025 shall result in a reduction in payment of \$500 per day for each day delinquent.
The Contractor will facilitate at least seven State Housing Strategy Working Groups Roundtable Sessions.	Failure to conduct these roundtables and submit all applicable support documentation to Florida Housing staff by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$8,000 for every roundtable session not completed.
The Contractor will provide at least three webinars to serve as Publicly Owned Lands/Live Local Act Training, and 14 new webinars as a part of the Catalyst program.	Failure to develop any required training by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$4,000 for every webinar not completed.

<sup>2</sup> Financial consequences will be limited to amounts received by the Contractor under this Contract and in no event shall such amounts exceed \$663,600 in the aggregate.

<p>The Contractor will conduct at least five regional virtual roundtable sessions about the Live Local Act.</p>	<p>Failure to conduct these roundtables and submit all applicable support documentation to Florida Housing staff by an established deadline(s) or by the end of the contract term, shall result in a reduction in payment of \$4,200 for every roundtable session not completed.</p>
<p>The Contractor will conduct at least five site visits about the Live Local Act and 16 as a part of the Catalyst program.</p>	<p>Failure to conduct these site visits and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$1,950 for every site visit not completed.</p>
<p>The Contractor will develop and conduct at least four regional workshops as a part of the Catalyst training program.</p>	<p>Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$7,000 for every workshop not completed.</p>
<p>The Contractor will develop and conduct at least two local workshops as a part of the Catalyst training program.</p>	<p>Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$5,250 for every workshop not completed.</p>
<p>The Contractor will develop and conduct at least two rounds of seven workshops for AHAC officials as a part of the Catalyst training program.</p>	<p>Failure to conduct these workshops and submit all applicable support documentation to Florida Housing staff by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$4,200 for every workshop not completed.</p>
<p>The Contractor will develop one AHAC report to be submitted to the Florida Legislature.</p>	<p>Failure to draft and submit the AHAC report by an established deadline(s), or by the end of the contract term, shall result in a reduction in payment of \$4,000.</p>
<p>The Contractor will conduct a SHIP Roundtable discussion at their annual conference.</p>	<p>Failure to develop and conduct the SHIP Roundtable at the Contractor's annual conference shall result in a reduction in payment of \$20,000.</p>