

SNIFFEN & SPELLMAN, P.A.

LEGAL REPRESENTATION AGREEMENT

The **FLORIDA HOUSING FINANCE CORPORATION**, by and through the undersigned (“client” or “Florida Housing”), does hereby retain and employ **SNIFFEN & SPELLMAN, P.A.**, (“the law firm”), to represent the client in the following matters:

Provide legal advice regarding internal investigation.

ATTORNEYS' FEES

1. The client agrees to pay all attorney's fees and costs incurred. Attorney's fees records will be computed on an hourly basis for time that is devoted to the representation. It is often impossible to determine in advance the amount of time that will be needed to complete a matter. The law firm shall use its best judgment to determine the amount of time and nature of the services to be performed in the client's best interest. The law firm will keep the client informed of the time devoted to its representation. The standard hourly rates of the law firm vary based upon the experience and background of its attorneys, paralegals and law clerks and at the present time vary between \$160 and \$400. The law firm hereby extends, and the client agrees to pay the law firm based upon the following reduced hourly rates:

Attorney Initials	Name	Hourly Rate
RJS	Robert J. Sniffen	\$ 275
MPS	Michael P. Spellman	\$ 275
MJC	Matthew J. Carson	\$ 275
DPW	Dawn P. Whitehurst	\$ 275
LBF	Lisa B. Fountain	\$ 275
TJH	Terry J. Harmon	\$ 275
MKL	Mark K. Logan	\$ 275
JDS	Jeffrey D. Slanker	\$ 275
MJH	Mitchell J. Herring	\$ 225
DKS	Diana K. Shumans	\$ 225
KCD	Kristen C. Diot	\$ 225
CAP	Christie A. Petruzzelli	\$ 225
KAS	Kristine A. Shrode	\$ 225
MDT	Michael D. Terry	\$ 225
AJP	Amy J. Pitsch	\$ 275
MLS	Molly L. Shaddock	\$ 275
Paralegals	Hannah McKinney/Karen Barger/Trae Wylie	\$ 90
Law Clerks		\$ 50

The law firm will bill the client on a monthly basis and the client will pay the law firm in full for all attorney's fees and costs incurred by the law firm no later than 30 days from the date of the law firm's invoice.

2. The hourly rate shall include, but is not limited to, time spent for conferences, on the telephone and two-way video conference, drafting documents, e-mail correspondence, conducting legal and other necessary research, witness interviews, necessary travel, drafting and receiving correspondence, legal proceedings or any other activity reasonably related and necessary to the scope of the law firm's representation.

3. The client will provide payment in full for all attorney's fees and costs incurred by the law firm on a monthly basis. Client shall remain fully responsible for the payment of all attorney's fees and costs incurred by the law firm regardless of any right to reimbursement, insurance defense proceeds or indemnification the client may have. Invoices will be sent by e-mail to Christopher T. Hirst (chris.hirst@floridahousing.com).

COSTS AND EXPENSES

4. The client agrees to pay all costs and expenses incurred by the law firm. The law firm is authorized to pay and incur expenses on behalf of the client. Costs normally include, but are not limited to: long distance telephone calls, photocopies, out-of-town travel expenses, expert witness fees and costs, filing fees, computer research expenses and other expenses reasonably required to be expended and arising out of the law firm's representation. Charges will not be billed for postage and facsimile transmissions.

MUTUAL REPRESENTATIONS

5. The client shall have the right to terminate the representation of the law firm at any time. In the event of such termination, the client shall pay the law firm for fees and costs incurred through the date of such termination. The law firm shall have the right to withdraw from the representation if the client does not make payments required by this agreement, if the client has misrepresented or failed to disclose material facts to the law firm, if the client is uncooperative, if irreconcilable difference a present, if the client fails to follow the law firm's advice and/or for any other legally permissible reason. Upon the occurrence of any of these events, the client will execute such necessary documents as will permit the law firm to withdraw.

IN THE EVENT THERE ARISES A DISPUTE BETWEEN THE CLIENT AND THE LAW FIRM REGARDING ATTORNEY'S FEES AND COSTS INCURRED DURING THE REPRESENTATION, THE CLIENT AND THE LAW FIRM MUTUALLY AGREE TO SUBMIT TO ARBITRATION OF THEIR CONTROVERSY CONCERNING THE LEGAL FEES AND COSTS CHARGED BY THE LAW FIRM. THE PARTIES HAVE THEREBY AUTHORIZED A DULY APPOINTED ARBITRATION PANEL OF THE FLORIDA BAR TO ACT AS ARBITRATOR(S) AND TO PROCEED TO HEAR ANY SUCH DISPUTE PURSUANT TO THE SUPREME COURT RULE REGULATING THE FLORIDA BAR –

CHAPTER 14, (FEE ARBITRATION RULE), RULES OF PROCEDURE FOR A FEE ARBITRATION PROCEEDING AND CHAPTER 682, FLORIDA STATUTES. THE MEMBERS OF THE ARBITRATION PANEL SHALL BE VESTED WITH ALL THE POWERS AND SHALL ASSUME ALL THE DUTIES GRANTED AND IMPOSED UPON ARBITRATORS BY FLORIDA LAW. THE PARTIES ALSO AGREE THAT JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF FLORIDA AND, THEREFORE, ANY AWARD RENDERED SHALL BE BINDING.

6. The client acknowledges that the law firm has not made guarantees regarding the disposition of any phase of the matter or matters for which it has been retained. All expressions relative to the matter for which the law firm has been retained are opinions of the law firm.

7. The provisions of this agreement shall apply only to the matters set forth above unless otherwise specifically provided.

8. The cooperation of the client with the law firm is essential. The client must keep the law firm informed immediately of any changes of address, phone number, employment, and circumstances. Full disclosure to the law firm of all facts is essential to enable proper representation. The client must promptly fill out, execute and/or return all papers sent to client such as interrogatories, requests for information, requests for documents, etc.

9. **IMPORTANT NOTICE REGARDING EMAIL COMMUNICATION:** With changes in technology, the law firm is aware that email is a common method of communication; however, please keep in mind the following: (a) clients should never use computers maintained or monitored by others (e.g., work; public computers) when communicating about sensitive or attorney-client matters; (b) incoming emails may not be read immediately, because the intended recipient may be out of the office or otherwise unavailable; if your email communication is time-sensitive, please call our office to ensure we are aware of your email; and (c) the Firm uses automated filters to block viruses and unwanted emails. It is possible the law firm's network may not recognize your email address and prevent your emails from being properly delivered. Please call our office if we have not responded to your email within a reasonable time or if the matter is time-sensitive.

10. Either party may, from time to time, request changes in the scope of the services to be performed under this agreement. Such changes, which are mutually agreed upon by and between the client and the law firm, shall be incorporated in written amendments to this agreement.

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

12. The law firm will comply with Florida's public records laws to the extent it applies during the course and scope of this matter, specifically to:

A. Keep and maintain public records required by the client to perform the service.

B. Upon request from the client custodian of public records, provide the client 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 Chapter 119 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 Agreement term and following completion of the Agreement if the law firm does not transfer the records to the client.

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

13. Florida Housing and the law firm agree that the liability provision for breach of contract in Section 287.058(8), Fla. Stat. (2023), applies to this engagement and those terms are incorporated by reference.

14. Florida Housing and the law firm agree that the law firm shall be entitled to assert the defenses available to public entities with regard to sovereign immunity to the fullest extent allowed by law with respect to any actions brought by third parties against the law firm arising out of the provision of legal services described herein.

15. Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Counsel in connection with this engagement 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). Counsel represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

If Counsel has questions regarding the application of Chapter 119, Florida Statutes, Counsel's duty to provide public records relating to this engagement, 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**

16. The law firm shall comply with the standards of conduct and conflict of interest provisions in Section 420.512(5), Florida Statutes as a condition of eligibility to be considered or retained to provide services. By signing the letter above, the law firm certifies that it shall comply with, and is currently in compliance with, Sections 420.503(34) and 420.512(5), Fla. Stat., as amended.

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

18. Counsel understands and agrees to comply with the provisions of section 448.095, Fla. Stat.

19. Counsel attests, under penalty of perjury, that it does not meet any of the criteria in section 287.138(2)(a) – (c), Fla. Stat.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

The client has read and fully understands this agreement and executes it voluntarily. By signing below, the individual executing this agreement on the client's behalf acknowledges and represents that he or she has full authority to enter into this agreement on behalf of the client.


Read, Approved and Accepted on this 26 day of July, 2023.


Client – FLORIDA HOUSING FINANCE CORPORATION

Angeliki G. Seltzer, CFD
Print Name and Title

Approves as to form and legal sufficiency, subject only to the full and proper execution by the Parties
OFFICE OF THE GENERAL COUNSEL
FLORIDA HOUSING FINANCE CORPORATION
By: Bellificher
Name: Betty Zachern
Date: 7/26/23

7/26/2023
Date


Robert J. Sniffen
Sniffen & Spellman, P.A.

7-26-2023
Date