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September 30, 2023

**VIA ELECTRONIC MAIL**

Delivered to: [Laura.Cox@floridahousing.org](mailto:Laura.Cox@floridahousing.org)

Angie Sellers, Acting Executive Director  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301

Dear Ms. Sellers:

We want to thank you for asking us to provide legal services to Florida Housing Finance Corporation (the "Corporation"). The purpose of this letter is to outline the terms and conditions of our engagement. The following terms of employment are generally used by this firm but are subject to modification to suit specific requirements that you may have. If any amendments are desired, please let us know. Otherwise, this will constitute our agreement once it has been fully executed. This agreement will replace any prior agreement between our firm and the Corporation.

1. Scope of Engagement. It is anticipated that the scope of engagement will be of limited duration. The Corporation is seeking counsel to provide legal advice regarding matters associated with the status of the Executive Director of the Corporation that will be addressed at the October 26-27, 2023, meetings of the Board of the Corporation as well as other matters that may be addressed at those meetings. Other than work to conclude services performed at the October 26-27, 2023 meetings, this engagement will not continue past such meetings absent further agreement of the parties. This agreement does not cover lobbying or legislative services since those are not typically handled on an hourly basis. In addition, because we are not the Corporation's general counsel, our acceptance of this engagement does not involve an undertaking to represent the Corporation or its interests in any other matter except as expressly agreed to by us.

2. Personnel. I will serve as lead counsel in coordinating all your work. Additionally, we have other attorneys in the law firm as well as paralegals that may be called upon for assistance as needed.

3. Fees and Expenses. My time will be billed at the rate of \$395.00 per hour, which represents a substantial discount over what I typically charge new clients. To the extent any other lawyers in the firm become involved, their time will be billed at their usual hourly rate for services. Paralegal time is billed at the rate of \$185.00 per hour. We may periodically increase our rates on

thirty days' notice. Outside costs (i.e., overnight courier, copying services, etc.) are billed to you at our cost. We are not requesting a retainer at this time but reserve the right to do so later. Applicable travel expenses will be billed in accordance with section 112.061, Fla. Stat., and Florida Housing's travel policy.

4. Client Responsibilities. The Corporation agrees to pay our statements for services and expenses as provided below. In addition, the Corporation agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, electronically stored information and other data, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. The Corporation also agrees to make any necessary business and strategy decisions in a timely manner.

5. Advice About Possible Outcomes. Either at the commencement or during our representation, we may express opinions or beliefs concerning various courses of action, legal analysis and the results that might be anticipated. Any such statement made by any shareholder or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

6. Billing Procedures. We bill time and rate charges on a monthly basis and provide an itemized statement that includes any costs and expenses that are necessarily and reasonably incurred. We request that each bill is due and payable within ten (10) days of receipt with interest at the rate of 1% per month after thirty (30) days on any unpaid balance.

7. Conflicts of Interest. We are not aware of any existing matter that involves an undisclosed conflict of interest between the work we will be performing for you and any other client at this time. We have agreed that during the course of our representation, we will not represent other clients in litigation involving the Corporation and involving any competitive cycle projects without your express consent. However, our law firm does have other long-standing clients that have projects funded through the Corporation and that are in various stages of monitoring. By your execution of this letter, you have agreed that we can continue to represent those clients in matters related to the monitoring of those projects before the Corporation. In addition, by your execution of this letter, you have agreed that once the engagement that is the subject of this letter is completed, that the Corporation shall not seek to disqualify our firm or any lawyer in the firm from any future representation of any client in a matter adverse to or otherwise involving the Corporation on the basis that our firm represented the Corporation in the referenced matter. Should we see any other conflict develop, we will advise promptly so that the subject can be addressed. If you have any questions or concerns about potential conflicts, please let me know.

8. Term of Engagement. Either party may terminate our employment at any time and for any reason by giving written notice of termination. In the event of termination by either party for any reason, you agree to pay all outstanding fees and expenses advanced by our firm to the date of termination, and our firm agrees to cooperate in all ways reasonably requested in the transfer of

pending matters to successor legal counsel. All files generated by our law firm are the property of our firm. However, upon payment of our fees and costs, copies of our files will be made available to you and our successor legal counsel.

Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered in those matters. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. At either party's request, your papers and property will be returned to you promptly. Our own files pertaining to the matters will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

9. Public Records. We acknowledge that any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by our firm in connection with this agreement 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).

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

- a. Keep and maintain public records required by the Corporation to perform the service.
- b. Upon request from the Corporation's custodian of public records, provide the Corporation 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 term of this agreement and following completion of this agreement if the firm does not transfer the records to the Corporation.
- d. Upon completion of the agreement, transfer, at no cost, to the Corporation all public records in possession of the firm upon termination of the agreement or keep and maintain public records required by the Corporation to perform the service. If the firm transfers all

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public records to the Corporation upon completion of the agreement, the firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains public records upon completion of the agreement, the firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Corporation, upon request from the Corporation's custodian of public records, in a format that is compatible with the information technology systems of the Corporation.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when we are acting on behalf of the Corporation.

**Questions regarding the application of Chapter 119, Florida Statutes, regarding our duty to provide public records relating to this contract will be addressed to:**

**Corporation Clerk**  
**227 N. Bronough Street, Suite 5000**  
**Tallahassee, FL 32301-1329**  
**Phone: 850-488-4197**  
**E-Mail: Corporation [Clerk@floridahousing.org](mailto:Clerk@floridahousing.org)**

10. Audits. We understand and agree to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

11. E-Verify. We understand and agree to comply with the provisions of Section 448.095, Fla. Stat.

10. Entire Agreement. We would ask that you execute this agreement in the space provided and return it to us.

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Again, we look forward to working with you. If you have any questions regarding this agreement or any other matter, please do not hesitate to call.

Sincerely,

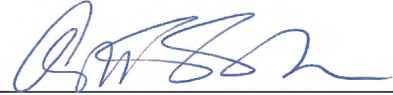


Michael J. Glazer

MJG/

ACCEPTANCE

Florida Housing Finance Corporation hereby employs Ausley McMullen as legal counsel, on the terms set forth herein and accepts all the statements and conditions set forth above.

By: \_\_\_\_\_

Name: Angeliki G. Sellers

Title: Chief Financial Officer