

From: [David Westcott](#)
To: [Michael J. Kurzman](#)
Cc: [Nicole Gibson](#); [Samuel I. Zeskind](#); [Diane Murphy](#); [Marcela Gaines](#); [Laura Cox](#); [Angie Sellers](#); ["Maria V. Currais"](#); [Jenny Marshall](#)
Subject: RE: Willie Downs Villas
Date: Friday, September 22, 2023 5:44:06 PM
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[image032.png](#)

Hi Michael,

Florida Housing no longer requires your services related to this development.

David R. Westcott

Managing Director of Homeowner Programs

David.Westcott@floridahousing.org

p. 850.488.4197

www.FloridaHousing.org

Florida has a broad and inclusive public records law. This e-mail and any responses to it should be considered a matter of public record.

From: David Westcott

Sent: Monday, September 11, 2023 2:11 PM



MICHAEL KURZMAN
PARTNER
mkurzman@wsh-law.com

September 29, 2022

VIA E-Mail

Hugh Brown, Esq.
Florida Housing Finance Corporation
227 North Bronough Street
Tallahassee, FL 32301-1329
Email: hugh.brown@floridahousing.org

**Re: Construction Delays and Defaults
Highlands County Housing Authority, Inc. (“Borrower”);
GHD Construction Services, Inc. (“Contractor”);
Frankenmuth Mutual Insurance Company (“Surety”)
Willie Downs Villas (“Project”)
2300 Hammock Road, Sebring Florida**

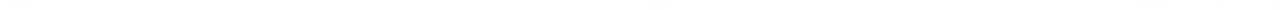
Dear Hugh:

We are pleased that Florida Housing Finance Corporation (“FHFC”) wishes to engage our Firm to perform certain non-transactional legal services for FHFC. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. FHFC is engaging us to represent them with regard to the above referenced matter. Our services will include, but are not limited to, addressing construction delays, assisting in bringing the above referenced Project to completion, and enforcing FHFC’s legal rights. We will also provide any other general legal representation on this matter that FHFC assigns to us.

2. Fees for Services. Since our current contract with FHFC does not cover fees for this type of non-transactional work, FHFC will be charged and agrees to pay for our services on the basis of hourly rates established from time to time for the attorneys in our Firm, together with applicable



taxes if any. We understand that our fees ultimately will be passed on to the Borrower for payment directly to us or to reimburse FHFC for payments made to us. It is contemplated that I, Michael Kurzman, will have primary responsibility for this matter. My current hourly rate is \$600.00 per hour on new matters. In light of FHFC's long standing history with our firm, I have agreed to perform this work at a reduced hourly rate of \$550.00 per hour. I will also have Maria Currais assisting me with real estate related legal issues that may arise, as well as one of my other law partners, if needed, to assist me where practicable, each at a rate of 500.00 per hour. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity. Hourly rates for other members of the Firm, associates and paralegals currently range from \$100.00 to \$850.00. All of our rates are reviewed and may increase on October 1 of each year (this matter would not be subject to review prior to 10/2023).

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we will discuss these with you in advance and reserve the right to require an additional cost deposit from FHFC prior to undertaking the expenditures of funds on FHFC's behalf. Further, in any given month where it appears that legal fees will be high, we will discuss that with FHFC as well.

4. Payment of Fees and Costs. Our invoices will be submitted to FHFC on a monthly basis and each invoice will be due and payable when rendered. At any time and any number of times, at FHFC's written request, we will participate in a Zoom conference with FHFC to review the current status of the invoices and the budgeting for this matter. We suggest doing this monthly after receipt of the prior month's invoice. FHFC must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services on this matter to you. FHFC will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, FHFC understands that it will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us.

5. Withdrawal from Representation. We reserve the right to withdraw from representing FHFC on this matter if FHFC has misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Advanced Fees and Costs Deposit. Retainer Fees for this matter have been waived due to our prior and longstanding relationship. Any matters which progress to litigation will require a retainer at the commencement of litigation.

7. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

8. Fees for Other Services. In the event you ask us to render legal services with respect to other matters not covered under our current contract with FHFC, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

9. Commencement of Representation. If the foregoing is agreeable to FHFC, please acknowledge your understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Sincerely,



Michael J. Kurzman, Esq., For the Firm,
Weiss Serota Helfman Cole & Bierman
Florida Bar Board Certified in Construction Law

AGREED AND ACCEPTED on 5th day of October, 2022.

Florida Housing Finance Corporation

By: _____



Hugh R. Brown as General Counsel
Florida Housing Finance Corporation