

**CONTRACT FOR
BOND COUNSEL SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
KUTAK ROCK LLP**

This Contract for Bond Counsel Services, 021C-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, FL 32301, and KUTAK ROCK LLP (Bond Counsel), located at 1650 Farnam Street, Omaha, Nebraska 68102. Upon execution by both parties, this Contract shall become effective on July 19, 2024, or as of the date the last party signs, 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 Bond Counsel Services identified herein and offers to perform those services described 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. RECITALS

The Recitals set out above are true and correct and are incorporated into and made a part of this Agreement.

B. ATTACHMENTS

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

Exhibit A, Scope of Work
Exhibit B, Fees

C. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide Bond Counsel 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.

D. TERM OF CONTRACT

The initial term of this Contract shall be for three years from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

E. 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.

F. INVOICES

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference, such as bond issue # and contract number;
- b. Invoice number for the particular bill;
- c. Bond Counsel taxpayer identification number(s);
- d. Bond Counsel's contract administrator's name;
- e. Inclusive dates of the month covered by the invoice, where applicable;
- f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable Florida Housing to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the Bond Counsel performed work; and their hourly rate (if hourly).
- g. A listing of all invoiced costs to be accompanied by copies of actual receipts;

h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all;

i. A certification statement, signed by the Bond Counsel's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the contract between Kutak Rock LLP and Florida Housing." and,

j. Any other information as may be requested by Florida Housing.

2. Bond Counsel that consists of two law firms may submit one combined invoice or individual invoices from each Bond Counsel law firm at the discretion of the Bond Counsel to Florida Housing. The parties agree that Florida Housing shall provide payment to each individual law firm, under this Contract, in response to the combined single invoice or the individual invoices as submitted by Bond Counsel. Under no circumstances shall the total billed or paid whether billed on one invoice or individual invoices from each firm be more than the amount in the fee schedule for the service provided. Each law firm, under this Contract, shall submit a certification statement of their fee split with each invoice if combined or with individual invoices if billed separately for each law firm.

G. FEES

The Contractor shall be compensated as described in Exhibit B, Fees.

H. 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 and Medicare 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. Bond Counsel must maintain professional liability insurance which covers, at a minimum, \$20,000,000 per claim and \$40,000,000 in the aggregate.

I. 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, disability, or any other legally protected status 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 K, 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 (10th) 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.

J. 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 K, 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 K, 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.

K. 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. The Florida Housing program contacts for this Contract are:

Tim Kennedy
Multifamily Loans/Bonds Director
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
Tim.Kennedy@floridahousing.org
or the designated successor.

Melanie Weathers
Finance Director
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
Melanie.Weathers@floridahousing.org
or the designated successor.

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

Leslie A. Powell
Partner
Kutak Rock LLP
3424 Peachtree Road NE, Suite 900
Atlanta, Georgia 30326
Office: 404.222.4639
E-mail: Leslie.Powell@kutakrock.com
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.

L. 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 Contracts 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. It shall be the responsibility of the Contractor to defend the confidentiality of such materials, if necessary.

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 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.

M. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

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

2. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide

Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Contractor does not carry stand-alone cyber liability coverage, the Contractor agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

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

4. The Contractor agrees to maintain reasonable network security at all times 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.

N. 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 of 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.

8. The Contractor acknowledges that it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Contractor other than for the compensation agreed upon in this Contract, unless Bond Counsel has Florida Housing's written consent upon being fully informed of such activities in writing.

9. The Contractor understands and agrees to perform work on general corporate matters, audits, and issues on which the Bond Counsel was not previously involved.

O. 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.

P. 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.

Q. 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.

R. CONFLICTS OF INTEREST

1. Pursuant to Section 420.512(5), Fla. Stat.:

Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

- (a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or

during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

- (d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
- (e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
- (f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.

2. Section 420.503(34), 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.

3. 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.

4. 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 an e-mail notification to Florida Housing's Contract Administrator within 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.

S. 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.

T. 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 not incorporated herein.

U. 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 021C-2024, each through a duly authorized representative, effective on the Effective Date.

KUTAK ROCK LLP

By: Leslie Powell

Name/Title: Leslie A. Powell

Date: April 29, 2024

FEIN: 47-0597598

FLORIDA HOUSING FINANCE CORPORATION

By: Angeliki G. Sales

Name/Title: Angeliki G. Sales, CFO

Date: 5/1/2024

EXHIBIT A
SCOPE OF WORK

Bond Counsel shall provide legal services to Florida Housing which shall include, but are not limited to, the following:

A. Issuing standard, comprehensive Bond Counsel opinions as to the legality of the bonds, the security for their payment and the exemption or exclusion from federal taxation of the interest on the bonds. The timing of this opinion shall be done as outlined in the agreed upon timeline.

B. Reviewing financing programs and advising on the legal feasibility and compliance with applicable law and pending or proposed revisions in the laws and regulations, including but not limited to Internal Revenue Service, U.S. Treasury and HUD, to include, but not be limited to, those programs initiated by Florida Housing, proposed to Florida Housing by prospective borrowers, or proposed to Florida Housing by underwriters, placement agents, or structuring agents, as applicable.

C. Assisting with procedures, required approvals and filings, schedule of events for timely issuance and other legal matters relative to issuance of bonds, remarketing bonds, refunding bonds, or any change affecting bond documents, whether the financing is undertaken by competitive bid or negotiated sale, or other financing programs, whether involving 501(c)(3) organizations or other entities.

D. Attending meetings and/or teleconferences of Florida Housing with its underwriters, placement agents, structuring agents, as applicable.

E. Attending meetings of Florida Housing's Board of Directors ("Board") and its committees, as needed or requested by Florida Housing.

F. Preparing Board resolutions and any amendments thereto in order to authorize the issuance of bonds, remarketing of bonds, refunding of bonds, or any change affecting bond documents. If notified of this need, finalized documents required for Board approval must be complete by submission deadline. For Multifamily transactions, this deadline will be given by Multifamily Loans/Bond Director or their designee and for Single Family transactions, this deadline will be given by the Finance Director or their designee.

G. In accordance with the closing timeline, prepare trust indentures and/or funding loan agreements, trustee, registrar or paying agent agreements, loan agreements, and any other agreements or similar documents necessary, related or incidental to bond financing.

H. If sale is by competitive bid, review bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner.

I. Reviewing the preliminary official statement, official statement, private placement memorandum or other transaction summary document as applicable, the award resolution, and any amendments thereto, for the sale of the bonds and reviewing the bond purchase agreement.

J. Preparing, obtaining, delivering and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, resolutions and orders; certificates such as officers, incumbency, signature, no prior pledge, arbitrage, IRS Forms; and verifications, consents and opinions from accountants, engineers, special consultants, attorneys and others.

K. Performing work including, but not limited to, validations, requests for proposals, educational seminars/workshops, and general Florida Housing needs in regard to bond programs.

L. Preparing and addressing issues in connection with the application for and preservation of private activity bond allocation from the State of Florida.

M. Preparing and delivering transcripts of all documents executed in conjunction with a bond transaction within 180 days, unless given a deadline extension by Florida Housing.

N. Bond Counsel acknowledges that it will maintain an emergency management/disaster recovery plan (“Recovery Plan”) which will be in place within 90 days of the execution of the Contract, reviewed annually, and updated as necessary. The Recovery Plan shall include, at a minimum, provisions relating to business closings and facilities restoration, record keeping and retention, the integrity of computer-based systems and the recovery thereof, employee availability and business interruption insurance. The Recovery Plan must demonstrate the ability to perform all services under the Contract without unreasonable delay and be provided to Florida Housing upon request. Bond Counsel acknowledges that it is assuming the risk of default if it cannot perform its obligations under the Contract in the event of a natural or man-made disaster or other unanticipated emergency situation.

EXHIBIT B FEES

A. For new multifamily issues, Florida Housing shall pay Bond Counsel \$65,000 for issues up to \$30,000,000; plus \$1.30 per bond (in \$1,000 increments) for additional bonds up to \$50,000,000; plus \$1.00 per bond (in \$1,000 increments) for additional bonds in excess of \$50,000,000 per issue. Expenses up to a maximum of \$10,000 per bond transaction will be reimbursed in accordance with Item K below. In the event of any supplemental bond issuances and/or extraordinary work resulting from a change of financing structure, Florida Housing shall negotiate any additional fees based on the amount of work involved, with a rate not to exceed \$295 per hour.

B. For new single family issues, Florida Housing shall pay Bond Counsel a \$67,500 minimum for issues up to \$50,000,000; plus \$.90 per bond (in \$1,000 increments) for additional bonds up to \$75,000,000; plus \$.50 per bond (in \$1,000 increments) for issues over \$75,000,000 up to a maximum fee of \$139,500 for any size issue. Fees for issuances of short term bonds or notes will be negotiated at the time of the issuance. Expenses will be reimbursed in accordance with Item K below. In the event of any supplemental bond issuances and/or extraordinary work resulting from a change of financing structure, Florida Housing shall negotiate any additional fees based on the amount of work involved, with a rate not to exceed \$295 per hour.

C. Florida Housing shall withhold \$5,000 of Bond Counsel's fee at closing. For multifamily bond issuances, Florida Housing shall release the withheld fees when it has received two CDs or thumb drives (or other electronic means as approved by Florida Housing), and the bound transcripts that include original documents from Bond Counsel. For single family bond issuances, Florida Housing will release the \$5,000 upon receipt of the electronic and the bound transcripts from Bond Counsel.

D. In the event of simultaneous bond issuance of more than a single series of bonds pertaining to the same borrower and utilizing identical or substantially identical financing structures and documentation, Florida Housing shall pay Bond Counsel a fee determined on an aggregate basis for the total amount of the simultaneous bond issuance and not computed on each individual bond issuance. Florida Housing shall also pay Bond Counsel an additional increment for each separately documented series or issue simultaneously delivered in an amount determined by Florida Housing after discussions and negotiation among Florida Housing, Bond Counsel, and the borrower, based on an assessment of the amount of work required by Bond Counsel in the commitment relating to such issuance.

E. For remarketings that do not involve substantial document production or changes in the material terms (i.e., maturities, credit enhancement, mode of interest payment) or an amended disclosure document, fees shall be negotiated based on the complexity of the transaction and shall be subject to Florida Housing approval. Florida Housing shall treat other remarketings in the same manner as refundings.

F. Florida Housing shall negotiate fees for refundings on a case-by-case basis, based on the amount of work involved.

G. Hourly fees, if any, for consultation or advice, including responses to any audits, regarding an issue on which Bond Counsel had prior involvement shall be subject to approval by Florida Housing.

H. Florida Housing shall pay reasonable hourly fees for work on general corporate matters, audits, and issues on which Bond Counsel was not previously involved, but in no case exceeding \$295 per hour. Before Bond Counsel commences work that shall be billed to Florida Housing, Bond Counsel must get prior approval of Florida Housing's Office of General Counsel.

I. Florida Housing expects that each firm shall provide Florida Housing, without a separate billing, a reasonable number of unbilled hours of advice on general matters and issues on which they were not previously involved.

J. For other legal services not arising from a specific bond transaction or audit, Bond Counsel shall submit invoices for hourly fees, subject to Items G-I above.

K. Florida Housing shall reimburse Bond Counsel for undisputed, documented, and reasonable actual out-of-pocket expenses including out-of-pocket expenses for travel, (transportation, lodging & meals in accordance with Florida Housing's Travel Policy, as interpreted solely by Florida Housing, which may be amended from time to time) telephone & communications, postage and delivery, and printing/scanning costs, that are directly and exclusively related to the professional services rendered under this Contract. Copies/scans will be reimbursed at a rate of \$.15 per page.

L. Bond Counsel shall not be reimbursed for training, or any work not directly related to a specific bond transaction unless specifically requested in writing by Florida Housing.

M. Special Conditions

1. Bond Counsel will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.

2. Bond Counsel shall use existing Florida Housing agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

3. Multiple staffing at meetings, hearings, depositions, trials, etc., by Bond Counsel will not be compensated without prior written approval from Florida Housing.

4. Bond Counsel agrees that all documents shall be promptly returned at the termination of Bond Counsel's involvement in the case or matter at hand.

5. Florida Housing in-house staff shall be used in the legal matter to the maximum extent possible.

6. Bond Counsel will provide immediate notice via e-mail, facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.

7. Bond Counsel shall provide Florida Housing immediate notice of any representation undertaken by Bond Counsel in matters where any client other than Florida Housing is suing or being sued by governmental or regulatory entities in any civil or adversarial administrative action.