

July 25, 2024

VIA EMAIL

David Margolis, City Attorney
City of Clearwater, Florida
100 S. Myrtle Avenue
Clearwater, FL 33756

Re: Engagement Letter for Representation of City of Clearwater

Dear Mr. Margolis:

You have inquired as to whether our Firm is interested in representing the City of Clearwater. You have asked that we represent the city of Clearwater in certain municipal law matters, including (1) franchise agreement negotiation support, assistance, and participation, to the extent directed by the City, (2) advice regarding utility acquisition processes (including eminent domain) in State court and any associated State regulatory matters, and (3) if requested, any related public finance matters as directed by the City. We are willing to represent the City of Clearwater in this matter.

Over the years, it has been our experience that things go more smoothly if we have a clear understanding of your needs and the role we need to play. The purpose of this engagement letter is to confirm an agreement concerning representation and the payment of our fees and expenses. This engagement letter will govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made.

We will do our very best to meet your needs in any matters we undertake for you, but as you know, we cannot and do not make any representations or warranties concerning the outcome. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

We have attached a copy of the firm's Policy Regarding Expenses and Billing. All conditions in that document are incorporated by reference as part of this engagement letter. As we are sure you recognize, we have a legitimate business concern in being paid in a timely fashion.

The following arrangement is proposed regarding fees and costs:

Our firm will charge for services on an hourly basis. At the present time our rates vary from \$240.00 to \$750.00 per hour for attorneys and \$75.00 to \$250.00 per hour for paralegals. The firm designates Julia Mandell and Tom Cloud to be responsible for all legal work performed. For non-eminent domain matters, we will bill for attorneys' time at a reduced blended flat rate of \$350.00 per hour and for paralegals' time at \$150.00 per hour.

For eminent domain matters, we will bill for attorneys' time at a reduced blended flat rate of \$450.00 per hour and for paralegals' time at \$200.00 per hour. Any related public finance matters will be handled by a separate engagement letter.

We reserve the right to utilize other members of the firm whenever, in our discretion, we deem it appropriate. Our hourly rates are subject to change in the future and are generally subject to review in August of each year.

POLICY REGARDING EXPENSES AND BILLING

EXPENSES: You will be charged a reasonable rate for computerized document production, postage, reproduction, telecopies, couriers, express mail, long-distance telephone, travel costs and other costs. We may also use computerized research services to assist in handling your matters. This service will be used when we believe that it will save you money to do so. Expenses incurred or advanced on your behalf will be itemized on the statement.

BILLING: You will be billed periodically, usually monthly. In the event you should disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

COMMENCEMENT OF REPRESENTATION: Our representation will not commence until we receive a signed copy of the letter to which this statement is attached, together with payment of any retainer specified therein.

WITHDRAWAL FROM REPRESENTATION: We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

DOCUMENT & FILE RETENTION: In representing the City, our firm could be deemed to be a "contractor" under section 119.0701, Fla. Stat. In an abundance of caution, we have always complied in such representations with the letter and spirit of Florida's Public Records Act, Chapter 119, Fla. Stat., including specifically section 119.0701(2), which requires that our firm:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

You should be aware of our document and file retention policy. Once your case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed. This period is twice as long as that provided under Florida law. Thus, if there are any documents which you need from the documents we possess, we recommend that you obtain them at the conclusion of your case.

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Further, paralegal, staff, computer research, and other technology may also be utilized if and when appropriate and in your best interest. You will be billed for the use of the same.

Because of the relatively large size of our firm and our representation of many other clients, it is possible that there may arise in the future a dispute between another client and you. Our acceptance of the current representation of you will preclude us from accepting future representations adverse to you, which involve matters substantially related to the work we perform during this engagement. However, as a condition to our undertaking the representation described in this letter, you and we agree that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to you, with respect to matters not substantially related to the particular matters for which you have engaged our services.

If this engagement letter meets with your approval, please indicate by having the extra copy of this letter signed in the space provided below and return it to our offices. Your approval of this letter will include our agreement regarding the fees and costs arrangement.

We appreciate the confidence and trust you have reposed in us in asking us to represent you and encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely yours,

Julia C. Mandell, B.C.S.
Board Certified in City, County, & Local
Government

JM/jsl

cc: Tom Cloud, B.C.S.

The terms of this representation are accepted.
this 7 day of August, 2024.

CITY OF CLEARWATER

By: 

David Margolis, B.C.S., City Attorney