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VIA EMAIL

August 17, 2021

Shawn D. Smith, Esq.
City Attorney
City of Key West, Florida
1300 White Street
Key West, Florida 33040
Email: sdsmith@cityofkeywest.-fl.gov

Re: Representation by Radey Law Firm

Dear Mr. Smith:

On behalf of the firm, I would like to thank you for again considering the Radey Law Firm to represent the City of Key West, Florida ("Key West"). As part of our routine in opening new matters, we provide a letter and representation agreement to the client to confirm our representation and to describe generally the services to be performed and the basis for compensation.

Nature of Representation

It is our understanding that Key West is interested in retaining our firm to assist it with issues related to the November 3, 2020, referendums regarding the ports utilized for Key West and any related contracts, as well as the preparation and defense of any related ordinances which are enacted. If you desire any additional legal services which may fall outside this scope, please advise us so that we can prepare a separate letter describing those services and the fees to be charged.

Fees and Costs

Our fees for legal services are based on the time spent by our attorneys and legal assistants and are charged in tenth hour increments. I will be the attorney with primary responsibility for this engagement. As we discussed, my partner, Christopher Lunny, will also provide services in this matter, as needed. We will charge a discounted, blended rate of \$450.00 per hour.¹ These

¹ My standard hourly rate is \$495.00 per hour, and Mr. Lunny's standard rate is \$545.00 per hour.



rates will not change during the term of this agreement without preapproval from Key West. We may use other attorneys, support attorneys, associates, and legal assistants. Rates for such professionals range from approximately \$150.00 to \$550.00 per hour.

Payment of our monthly invoice is due within thirty days. We will include most costs incurred or advanced during the course of the representation. It is difficult to predict the total fees and costs for this type of representation in advance. Because of these uncertainties, any estimates of our fees are subject to change and you should not rely upon such estimates as any guarantee that our fees will be limited to that amount. Nevertheless, we are aware of the cost of legal services and understand that every client wishes to avoid unnecessary expense. In light of this, we will exercise our best efforts to represent you efficiently and economically and will discuss any large unanticipated fees and costs with you in advance.

Additional Terms

In undertaking this representation, we have considered whether the firm has any conflicts of interest with other clients based on this limited representation. At this time, it appears that we do not have a conflict of interest. Because of the scope of our practice, we occasionally discover a conflict of interest with another client after we have undertaken the representation. If that happens, we reserve the right to withdraw from this representation. In the unlikely event that a withdrawal becomes necessary, we will assist you in obtaining new counsel.

If the terms set forth in this letter and the attached agreement are satisfactory to you, please sign this letter below and return the original to us. If you have any questions about the contents of the letter, the attached agreement or any other matter, we welcome them now or any time. We sincerely appreciate and look forward to the opportunity to represent you.

Sincerely,

A handwritten signature in blue ink that reads 'M. Drew Parker'.

M. Drew Parker

Enclosure

City of Key West, Florida
c/o Shawn D. Smith, Esq.
August 17, 2021
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On behalf of the City of Key West, Florida, I hereby agree to the terms and conditions of engagement as set forth above and in the attached Standard Representation Agreement.

By: _____

Its: _____

RADEY LAW FIRM
Standard Representation Agreement

1. **Scope-** You engage us in connection with the representation as identified in the letter to which this agreement is attached. You may request that we perform additional services from time to time, and if so we will enter into a separate representation agreement or an appropriate modification to this agreement.

2. **Responsibilities-** We will endeavor to provide the most effective and efficient services possible while using the unique expertise of our many professionals. We anticipate that the attorney or attorneys specified in the accompanying letter will have primary responsibility for your representation. We might call upon other firm attorneys, non-lawyer consultants, and assistants as might be helpful or appropriate in your representation. If for any reason you have comments or concerns about the services we provide, we encourage you to immediately contact the attorney who executed the attached engagement letter.

3. **Professional Fees-** We will determine the fees in connection with the proposed representation according to the fair value of the services rendered, taking into account the time spent, the nature of the services performed, the expertise required, the size and scope of the matter, the results obtained, the risk to the firm in undertaking the matter, any emergency nature of your request for services, and other relevant considerations. For most services rendered by the firm, the primary determinant of fees will be the internally established hourly rates of the firm's attorneys, non-lawyer consultants, and legal assistants. The range of current hourly rates for firm professionals, including the hourly rate for the attorney with primary responsibility for your representation, should be identified in the letter to which this agreement is attached. The firm's hourly rates are adjusted from time to time. Our time-based billing is based upon one-tenth (0.1) hour increments, provided that the minimum time that is normally billed for the total of a timekeeper's activities on a matter in a single day is two-tenths (0.2) of an hour.

We invite you to discuss freely with us any questions that you may have pertaining to the fee charged for any matter. We want our clients to be pleased with the quality of services we render and with the reasonableness of our fees.

4. **Charges and Costs Associated with Professional Services-** We strive to provide the most effective support systems available, while at the same time allocating costs and charges in accordance with the actual usage of services by individual clients. Thus, in addition to fees for professional services, the firm bills for certain charges including photocopies, long distance telephone, facsimiles, messenger and courier fees, and other office charges. Upon request, the firm will gladly provide a schedule of these charges; the firm may revise the schedule from time to time. The firm also bills for out-of-pocket expenses such as express delivery services, court filing fees, witness and deposition fees, travel costs, and other non-standard office expenses or out-of-pocket costs.

We may advance costs and expenses and include these advances in our monthly statements to you. The firm may request that you make advance or direct payment for reasonable and foreseeable costs and expenses. The firm may request a cost deposit, if we anticipate that we will be required to incur substantial costs on your behalf. The firm routinely requests direct payment by the client to vendors for expenses exceeding \$1,000.00, and may request that you do so in other circumstances.

5. **Monthly Invoices-** We will render billing statements on a monthly basis showing professional fees, costs, and charges for the preceding month. In our statements, we provide as much billing information as clients customarily desire, including identification of the person performing services, the time spent (if applicable), and the resulting fees. We are willing to discuss other billing formats that we have if any of them may better suit your needs.

Statements are payable within 30 days of receipt unless other arrangements are made with the firm in advance. We will make every effort to include all professional fees, costs, and charges in the statement applicable to the month in which they are incurred. However, any items that are recorded after the close of a billing cycle will be reflected in a succeeding bill. Monthly statements that remain unpaid forty-five (45) days after they are rendered are subject to an interest charge of 1.25 percent per month, or part thereof, past due, beginning with the forty-fifth (45th) day after the date of the statement and until paid in full. In the unlikely event that our statement remains unpaid for a period of ninety (90) days, we will discontinue services. Naturally, there might be other circumstances in which we also would discontinue services.

We are entitled to recover our internal and external attorneys' fees and costs, and any and all other costs of collection, whether or not formal legal proceedings are commenced, in the event that we determine that collection activities are necessary. When our representation includes more than one person in a matter, each person that we represent is jointly and severally liable for our fees, costs and charges.

6. **Total Fees and Costs-** Although we would like to be able to accurately predict the outcomes of our representations at their outsets, we cannot guarantee that any particular result will be achieved when the result is subject to the actions, inactions, or interpretations of adverse parties, regulators, or other third parties. Likewise, costs of representation can vary depending upon factors such as courses of action taken by parties involved, the amount of work that you may delegate to us at the beginning of the relationship or thereafter, and the complexity of issues known at the beginning of the representation or that develop thereafter. In that regard, we are unable to make specific promises about the total amount of fees or costs that will be required in your representation, and any estimates of fees should not be construed as any guarantee that fees will not exceed stated amounts. However, we are aware of the costs of legal services and that no client wishes to incur unnecessary expenses. We encourage you to consider the extent of our efforts as reflected in each monthly billing statement and to discuss any desired adjustments in the firm's prospective efforts.

7. **Confidentiality**- As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation, and the attendant attorney-client privilege, is intended to encourage candid communications between clients and lawyers. We are able to best serve you only if we are aware of all of the information that might be relevant to your representation. Consequently, we trust that our representation of you will be based upon mutual confidence and upon unrestrained communication that will facilitate our efforts on your behalf.

You should be aware that when we represent a corporation or other legal entity, our client relationship is with the entity and not with its individual officers, directors, shareholders, partners or other similar persons. We therefore owe our professional duties to the entity and not necessarily to those persons. Of course, we are able to also represent officers, directors, shareholders, partners and similar persons in matters that do not conflict with the interests of the entity. We encourage you to discuss this subject with us and with independent counsel should you become aware of any uncertainties in this area.

Our services will be limited to those set forth in this agreement and the letter to which it is attached. We will rely upon you for factual information and materials required in connection with our performance of services for you. It is understood that you are not relying upon us for business, investment, or accounting decisions, or for the investigation of the character or credit of persons with whom you may be dealing, unless otherwise specified in the letter to which this agreement is attached. We will keep you apprised of developments affecting your representation and will consult with you in an effort to produce the timely and efficient completion of our work on your behalf.

8. **Termination of Representation**- This agreement will end upon the completion of the agreed representation, or upon the earlier termination of this agreement by you or us, unless the parties agree to a continued representation. Of course, we hope that we will develop a long-standing, mutually beneficial relationship through new or extended representations. Nonetheless, this agreement remains terminable at will by either party, subject to ethical considerations and payment of all fees and costs. In the unusual event that a court or other applicable authority refuses to permit us to withdraw from your representation, we will be entitled to our reasonable fees and costs through the date of our permitted withdrawal or completion of the representation.

Examples of circumstances in which we might withdraw from an existing representation include (but are not limited to) when a conflict arises with other representations undertaken by us; when continued representation of the client otherwise would violate our professional responsibilities; when a client insists upon pursuing an objective that we consider imprudent; or when the client fails to fulfill an obligation to us, such as nonpayment of fees.

9. **Potential for Conflicts**- In undertaking your representation, we have taken certain precautions to determine whether the representation raises any conflicts of interest with other clients. At the commencement of this engagement, it does not appear that the firm has any conflicts of interest regarding the anticipated representation. Because of the diversity of our practice, we occasionally discover a conflict with another client after we have undertaken a

representation. If we discover additional information that discloses a conflict of interest in connection with your representation, we expressly reserve the right to withdraw from the representation. In the unlikely event this becomes necessary, we will assist you in obtaining new counsel if you so desire.

Because we are a full-service law firm with specialized practice areas, we might currently, or may be asked to, represent certain other members of your industry in various matters. Of course, we will not during the term of this engagement accept any representation of another client that entails pursuing interests that are directly adverse to yours, unless and until we have concluded that we may undertake the additional representation consistent with our professional responsibilities; we have disclosed to you the relevant facts and circumstances; and you have consented to our representation of the client with the directly adverse interests.

10. **Document Retention-** Our policy is to deliver to the client upon request, all documents and property the client has provided to us and documents and materials prepared as part of the representation. We may exclude internal memoranda and records, attorney notes, drafts not intended for external distribution and similar lawyer working materials. We may also elect to retain a copy of other portions of the file at our expense. In accordance with our records retention program, we will retain any files relating to the client's matters that it does not ask to have returned. However, to avoid indefinite storage, we reserve the right to dispose of any documents or other materials retained by us within a reasonable time after the completion of our engagement. Our policy is to notify you by appropriate means of our intention to dispose of such documents or materials if done so within seven (7) years. You agree that we may dispose of your files that we have retained without notice after seven (7) years. In the event that notice is appropriate, you have sixty (60) days from the date of such notice to take possession of the files. If you are in breach of the representation agreement or letter, we may choose to withhold certain portions of the client files consistent with our ethical and professional obligations. Additionally, we reserve the right to dispose of hard copy client files at any time if they are digitally copied into our database.

11. **Effective Date-** This agreement will be effective upon our receipt of a signed copy of the retainer letter. Fees and costs for services in anticipation of the return of this agreement will be included under bills prepared according to the terms of this agreement.

If any of the above terms give rise to any comments or concerns, please let us know right away so that we can proceed with a clear understanding of our relationship.

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