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de la Parte, Gilbert,
McNamara & Caldevilla, P.A.
ATTORNEYS AT LAW

April 21, 2023

Via Email Only
sokeefe@howey.org

Sean O'Keefe
Town Manager
Town of Howey-in-the-Hills
P.O. Box 128
Howey-in-the-Hills, FL 34737

Re: **Legal Representation – Town of Howey-in-the-Hills' CUP**

Dear Mr. O'Keefe,

This letter will serve to confirm that the Town of Howey-in-the-Hills (the "Client") has retained de la Parte, Gilbert, McNamara & Caldevilla, P.A. (the "Firm") to provide legal services in connection with the Client's consumptive use permit. The terms of our representation are contained in this letter. Please have Client acknowledge its acceptance of these terms by having the letter executed, where indicated below, and returning the signed original to me. Please keep a copy of the signed letter for your files.

I will be primarily responsible for this legal representation. I will be involved as necessary to ensure that work is performed to the Client's satisfaction. We will associate other lawyers, law clerks and paralegals in the Firm to assist us in representing the interests of the Client, as we deem appropriate. In exchange for our work, the Client shall pay the Firm for its services at a discounted hourly rate, as follows:

<i>Attorney</i>	<i>Discounted Rate</i>
Edward de la Parte, Jr.	\$300.00
Patrick J. McNamara	\$300.00
David Caldevilla	\$300.00
Nicolas Q. Porter	\$300.00
Associate Attorney(s)	\$225.00

The Firm will limit the use of its own paralegals and any work so performed will not be billed beyond an hourly rate of \$120.00. Upon written request of the Firm, the aforesaid rates for legal services may be periodically adjusted by mutual written agreement.

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Our fees and costs for this service shall be limited to \$15,000, without the approval of the Client.

It is difficult to keep exact time records for relatively brief services rendered during the Firm's representation such as telephone calls or reviewing incoming and brief correspondence. Experience indicates no matter how brief the telephone call or short the correspondence, the Firm's involvement requires a minimum of one tenth of an hour or more due to the interruptive nature of the services. Accordingly, the Client will be billed in tenth of an hour increments for the greater of the actual time expended, with a minimum entry for the task of one tenth of an hour.

In addition to the compensation described above, the Client shall reimburse the Firm for all costs and expenses incurred in the course of the representation. Chargeable costs include expenses, disbursements, and associated administrative charges for document duplication (30¢ per page black & white; 50¢ per standard sized page color); telefacsimiles (\$1 per page); Westlaw (invoiced amount or \$6 per minute, whichever is less); mileage (IRS mileage rate); and reimbursement for taxes; travel; computer research fees; fees paid to experts, court reporters and other third parties; filing fees; recording fees; certification fees; registration fees; postage charges; overnight delivery charges; courier and messenger charges; and other extraordinary costs necessitated by the time constraints associated with the representation.

Unless the Client advises otherwise in writing, all billing shall be transmitted to you at the address stated above. Invoices will be monthly, together with any costs and expenses incurred. You agree to carefully examine each invoice rendered within ten (10) days after receipt and advise me thereafter in writing of any questions or discrepancies or objections which you may have after reviewing the invoice. Payment of the invoice by the Client or, or failure to object to the invoice in writing within forty-five (45) days of each invoice, will be deemed acceptance by the Client of the work performed and the appropriateness of the invoice. Unless the invoice is objected to in writing, payment is due within forty-five (45) days of the invoice date. In the event that any invoice is not paid within forty-five (45) days, then a late charge of one and one-half (1½%) percent is payable on demand for any statement balance that is not paid within forty-five (45) days after the date of the invoice.

If a collection action or any other litigation arises regarding this Agreement, venue will be in Lake County, Florida and the parties hereby waive their right to a jury trial. However, before any litigation is filed, the parties agree to negotiate in good faith to resolve the dispute and, if negotiations fail, then the parties shall mediate the dispute with a mutually agreed upon certified mediator. The cost of the mediator shall be evenly split between the parties.

Further, the Firm reserves the right to forward large cost statements directly to the Client for payment in order to save paperwork and time. You will be required to pay these statements directly to the vendor and your failure to pay these statements according to the schedule

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described above will subject the Client to the same late charges and attorney's fees, as if they had been paid directly by the Firm.

The Client may, on written notice to the Firm, terminate this agreement at any stage of the Firm's services, with or without cause. The Firm may terminate this agreement with or without cause at any stage of its services, subject to reasonable written notice to the Client. It is further agreed that the Firm may cease work upon the matter and may, after reasonable notification to the Client, withdraw from providing legal services if the Firm's monthly invoices or requests for deposits to the Trust Account are not being paid within forty-five (45) days of the date of each invoice or request. Upon my withdrawal, the Client will be obligated to pay the attorney's fees and costs, and expenses owed to my firm for services rendered under this Agreement at the time of withdrawal, including such reasonable and necessary fees, costs, and expenses, incurred in representing the client's interests in the withdrawal process. On termination, the Client may obtain copies of any documents in the Firm's files on request.

The client agrees that the Firm shall have a charging and an equitable lien against all sums of money and property deposited by the Client in this matter, if any, as security for any legal fees, costs and expenses owed by the Client to the Firm. Additionally, until paid in full, the Firm shall have a retaining lien on any papers delivered by the Client to the Firm.

We appreciate the opportunity to assist you regarding this matter. Please don't hesitate to call upon us for additional legal services in the future. If you have any questions concerning the contents of this letter, please contact me.

Sincerely yours,

de la Parte & Gilbert, P. A.



Edward P. de la Parte, Jr.

Approved and Accepted:

Date

Town of Howey-in-the-Hills