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September 2, 2025

**Mayor Julie Wilkins**  
**481 West Hickpochee Avenue**  
**LaBelle, Florida 33935**

Re: Engagement Update Letter

Dear Mayor and Commission:

We are pleased that you have asked GrayRobinson, P.A. to serve as your legal counsel. I appreciate the confidence you have placed in our Firm, and I look forward to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

**Scope of Representation:**

The Firm shall be the City Attorney and shall provide the City with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by the City Commission and its Mayor. In all instances, the scope of this representation shall be consistent with all prior engagement terms and the Firm's response and requirements of RFP 2017-01.

**Billing, Fees and Expenses:**

Our Firm will charge for our professional services on an hourly basis at the rate of \$300.00 for attorneys and \$150.00 for paralegals. These rates are discounted from our standard hourly rates, which range from \$1500 to \$235 for attorneys, and my own current rate of \$665. As a Board-Certified Attorney by The Florida Bar in City, County, and Local Government Law, I will perform most of the legal work on this matter. However, we may utilize other members of our Firm when, in our discretion, we deem it appropriate. Additionally, our professional hourly rates will automatically increase on October 1 of each year by the lesser of three percent (3%) or the change in consumer price index for all urban consumers for Tampa-St. Petersburg-Clearwater as of August of that year. When appropriate, we may charge a flat fee or premium for opinion memoranda issued in connection with a transaction. These fees will be disclosed in advance and are subject to renegotiation as requested by the **City of LaBelle**.

In addition to our professional services, we will bill **City of LaBelle** for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with



or question any amount, you agree to communicate such disagreement or question 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.

Nothing contained herein shall be construed in conflict with the Prompt Payment Act, section 218.70 et. seq., Florida Statutes, nor section 119.0701, Florida Statutes, as each may be amended from time to time. It is the intent of the parties for the Firm to provide legal advice to the **City of LaBelle**, not to act as an agent on its behalf. However, the Firm will comply with all provisions of section 119.011(2), Florida Statutes, as may be applicable.

### **Document 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.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: [tiawarner@citylabelle.com](mailto:tiawarner@citylabelle.com); (863) 675-2872; 481 West Hickpochee Ave. LaBelle, Florida 33935**

### **Dispute Resolution**

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, **City of LaBelle** and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of **City of LaBelle** and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Hendry County, Florida, where this agreement is deemed made and finally executed.



### **Advance Waiver**

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to **City of LaBelle**. Our acceptance of your current representation will preclude us from accepting future representations adverse to **City of LaBelle** which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to **City of LaBelle** with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of **City of LaBelle**, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to **City of LaBelle**.

### **Generative Artificial Intelligence**

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

### **Termination**

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent **City of LaBelle**, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent **City of LaBelle** in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

### **Entire Agreement**

These terms, and the attached Additional Understanding Regarding Representation and Privacy Policy, which are incorporated by reference, constitute our entire Agreement for the representation of **City of LaBelle** in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this

Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet 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.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I 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,



**Derek Rooney, Esq.**

The terms of this representation are accepted  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attached:      Additional Understanding Regarding Representation  
                 Privacy Policy