

David M. Caldevilla
Edward P. de la Parte, Jr.
Richard A. Gilbert

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

Donald C. Greiwe
Patrick J. McNamara
Nicolas Q. Porter

Louis A. de la Parte, Jr.
Founder (1929-2008)

April 19, 2021

Via U.S. Mail and Email

Mr. Anthony A. Garganese, Esq.
City Attorney
City of Cocoa
111 N. Orange Avenue
Suite 2000
Orlando, FL 32801
agarganese@orlandolaw.net

Re: **Legal Representation – City of Cocoa CUP Renewal**

Dear Mr. Garganese,

This letter will serve to confirm that the City of Cocoa (the “Client”) has retained de la Parte & Gilbert, P.A. (the “Firm”) to provide legal services in support of the renewal of the Client’s existing consumptive use permit. The terms of our representation are contained in this letter. Please have Client acknowledge its acceptance of those 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
Donald Griewe	\$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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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.

As you know, the Firm has a long standing attorney-client relationship with the Orlando Utilities Commission ("OUC") regarding water resource issues. OUC has consented to the above-referenced legal services. However, it is possible that a conflict will arise in the future between OUC and Client regarding this or other matters. In such event, since OUC is a client of the Firm, I would be required to cease work for the Client. Furthermore, such a conflict would require the Firm to withdraw from work under this engagement letter. If this occurs, I will notify you in writing as soon as I am aware of the conflict. By executing this engagement letter, the Client knowingly gives its informed consent to these terms after considering the advice of yourself, as the Client's independent legal counsel.

To protect our relationship and to comply with professional obligations, the Firm has addressed the potential conflict of interest with OUC above and we have determined that, apart from OUC, we are unaware of any other potential conflict of interest. The Client agrees to inform us of any additional potential conflicts of interest which it may discover during the course of our engagement. It is understood that the Firm may accept the representation of other persons, government entities and companies in other matters whose general interest may be adverse to the Client so long as there is no actual and direct conflict of interest in the Firm doing so. If future conflicts develop, which we are unable to resolve, either the Firm or the Client may terminate this engagement on reasonable written notice, subject to the Client's obligation to pay the Firm according to the terms of this agreement and to any obligations of the Firm to first obtain court approval to do so.

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 the Client through the City Attorney 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

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or discrepancies or objections which have after reviewing the invoice. Payment of the invoice by the Client or, or failure to object to the invoice in writing within thirty (30) 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 in writing, payment is due within thirty (30) days of the invoice date. In the event that any invoice is not paid within thirty (30) 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 thirty (30) days after the date of the invoice.

If a collection action or any other litigation arises regarding this Agreement, venue will be in Brevard 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 to 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 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 thirty (30) 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.

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We appreciate the opportunity to assist you regarding this matter and look forward to working with you and your staff regarding this challenging project. Please do not 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.

Enclosure

Approved and Accepted by
the City of Cocoa, Florida

Date

Name

Title