

GRAY ROBINSON
ATTORNEYS AT LAW

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August 19, 2019

Sheriff Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

Attention: Major William Brannin
Legal Affairs
Palm Beach College Sheriff's Office

Re: Legal Representation

Dear Sheriff Bradshaw:

You have asked that we advise Palm Beach County Sheriff's Office ("PBSO") as to the Special Master process and claim bill defense relating to SB 4 Relief of Dontrell Stephens by the Palm Beach County Sheriff's Office for the 2020 legislative session.

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.

The following arrangement is proposed regarding fees and costs:

Our firm will charge for services on an hourly basis. George Levesque and I will be responsible for all advisory work performed. My standard hourly rate is \$825.00, and George's is \$590.00; however, for this engagement our time will be billed at the blended, discounted hourly rate of \$395.00. We reserve the right to utilize other members of the firm whenever, in our discretion, we deem it appropriate. Associates will bill at the discounted hourly rate of

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\$195.00, and paralegals will bill at the discounted hourly rate of \$95.00. Our hourly rates are subject to change in the future and are generally subject to review in August of each year.

Florida law requires that GrayRobinson's attorneys must register as lobbyists with the state prior to discussing this matter with legislators and staff other than Special Masters. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, PBSO consents for the firm's lobbyists to register to represent Palm Beach County Sheriff's Office, and PBSO agrees to reimburse the Firm for the cost of lobbyist registrations.

The registration fee to lobby the Florida Executive and Legislative branches is \$25.00 and \$20.00, respectively, for each person from the point of registration until December 31, then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, which are necessary to our representation of Palm Beach County Sheriff's Office during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until these forms are returned and properly filed with the state.

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, PBSO consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by sections 112.3215 and 11.045, Florida Statutes. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by sections 112.3215 and 11.045, Florida Statutes, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

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 in the course of this engagement. However, as a condition to our undertaking the

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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 meets with your approval, please indicate by having a 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. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jason L. Unger

Accepted on this 21 day of August, 2019 by:



for Palm Beach County Sheriff's Office

Major W R. Brannin

print name

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POLICY REGARDING FEES AND EXPENSES

FEES:

Quality legal services and good results require ability and effort. These are our "stock in trade." Generally, our fees are based on our skill, the time expended, and the responsibility involved. While our fee in most cases will be based mainly on the time devoted to the matter and the professional skill involved, the Supreme Court of Florida has ruled that where a favorable result has been obtained for a client, a reasonable attorney's fee may include consideration of that favorable result and may result in a fee greater than one based solely on a normal hourly rate. We will charge such a fee where we believe it is justified and in accordance with the Supreme Court's guidelines. Those guidelines involve factors other than the amount of time required, such as the uniqueness and complexity of the questions involved, the skill required to provide proper legal representation, familiarity with the specific area of law involved, the preclusion of other engagements caused by acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar legal services, and the nature and length of our relationship. All these factors have a significant bearing on the reasonable value of the services performed.

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. There will be a service charge of 1-1/2% per month on all accounts not paid within 30 days of the date the statement is mailed to you. Interest charges will be added on to any outstanding balance and will be reflected in subsequent statements.

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.

FILE RETENTION:

You should be aware of our 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. 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.