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February 17, 2022

BY ELECTRONIC MAIL ONLY

Joel Foreman, Esq.
County Attorney
164 NW Madison Street, Ste. 103
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Dear Joel:

We were thrilled to hear that we were selected as conflict counsel to the Columbia County Board of County Commissioners in response to RFQ2022-G. We look forward to a productive and mutually beneficial relationship. This correspondence serves to outline the terms and conditions of our engagement as conflict counsel to the Board of County Commissioners for Columbia County, Florida ("BOCC").

Our experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, and billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures, as well as the scope and terms of our engagement. Each client is encouraged to discuss with us any questions they have about these policies and procedures with us at any time. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and Douglas & Douglas ("the Firm").

1. **Scope of Engagement.** By means of this Agreement, the BOCC is engaging the Firm to provide legal services to the BOCC for any matter in which the County Attorney declares a conflict or advises of his unavailability.

2. **Fees and Hourly Rates.** Our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on our client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client. Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis of one-tenth hours for such matters as telephone calls and

e-mail letters and letters written on Firm stationery and on an actual basis for most other work. The hourly rates applicable to this matter will be \$225.00 per hour for attorneys and \$80.00 per hour for paralegals.

3. Fees for Other Services, Costs and Expenses. We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS mileage rate, document delivery charges, copying charges, computerized research, postage, and other transaction related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party vendors, such as costs for the appearance of a court reporter at depositions or hearings, the cost of transcripts and similar expenses. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges. We will advise the client from time to time when we expect items of significant cost to be incurred. Please note that no separate charge is made for the Firm's secretarial or word processing services; those costs are included within the above hourly rates.

4. Advance Retainer Toward Fees and Costs. To ensure the availability of the Firm and given that the Firm will be required to pass on clients whose interests are adverse to the BOCC in light of this relationship, we will require a \$500 per month retainer which will be earned upon receipt. For months in which the BOCC engages the Firm to perform work, the BOCC will receive a credit for the first \$500 for work performed at our hourly rates and cost expended.

5. Monthly Statements and Payment Terms. Our practice is to send a monthly statement for legal services rendered and for reimbursement of payments made on our client's behalf for outside additional services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of one per cent (1.0%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

We make every effort to handle your representation in an efficient manner to minimize attorney fees and costs. We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or object to our statement, our services, or our charges, we encourage you to raise it for discussion.

6. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. This Agreement is subject to termination by either party upon reasonable notice for any reason. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the Firm.

7. Duties upon Termination of Active Representation. Upon termination of our active involvement in a particular matter, we will have no duty to inform you of further developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged.

8. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent you shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

9. Conflicts. From time to time, you may have business or legal dealings with one or more of our other existing or future clients. This will confirm your agreement that our engagement by you on this matter will not preclude us from representing clients who may be interacting with you on unrelated matters. We will not, of course, accept any directly adverse engagement that is substantially related to the subject matter of this engagement, or which would impair the confidentiality of proprietary, sensitive or otherwise confidential communications made to us. Further, the Firm will avoid representation of the BOCC in any matter which would serve to create a conflict between the BOCC and E. Vernon Douglas of Douglas & Douglas, who currently serves as the County's Special Magistrate.

10. File Retention. As a general rule, we keep each client's files for ten years after we close that file. After ten years we destroy those files, unless the client advises us otherwise. If you want us to keep your files for a longer period of time, or return them to you, please so inform us.

11. Disclaimer of Guarantee. Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

12. Entire Agreement. This Agreement contains all terms of the agreement between us applicable to our representation of you and may not be modified except by a written agreement signed by both of us.

ACKNOWLEDGMENT

The undersigned has read and understood the foregoing Engagement Terms & Billing Policies and accepts and agrees to all of its terms and conditions.

Client
Signature:



David Kraus, County Manager

2/17/27

Date