

Hopping Green & Sams

Attorneys and Counselors

FEE AGREEMENT

I. PARTIES

THIS AGREEMENT is made and entered into by and between the following parties:

A. Columbia County ("Client")
c/o Joel F. Foreman
207 S. Marion Ave.
Lake City, FL 32025

and

B. Hopping Green & Sams, P.A., ("HGS")
119 South Monroe St., Suite 300 (32301)
P.O. Box 6526
Tallahassee, FL 32314

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain HGS as its attorneys and legal representatives for counseling and representation to assist Client in enforcing an agreement to use mitigation credits, or otherwise assist Client in using certain mitigation credits, from the Bayfield Mitigation Bank near Lake City, Florida, and for any related matter as directed by Client.
- B. HGS accepts such employment and agrees to serve as attorneys for and provide legal representation to the Client in connection with those matters referenced above.

III. CLIENT FILES

The files and work product materials (“client file”) of the Client generated or received by HGS will be maintained by HGS in its regular offices. At the conclusion of the representation, the client file will be stored by HGS in accordance with its document retention policies but held no longer than 5 years unless specifically directed otherwise by Client, or unless the client file is requested by Client in which event HGS will return the client file to Client assuming all fees and obligations established in this Agreement have been satisfied in accordance with the terms herein.

IV. FEES

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the agreed upon hourly billing rates for individual HGS lawyers, plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). The hourly rate of the attorney(s) who are initially expected to handle the bulk of Client’s work are Eric Olsen \$435/hour, Doug Smith \$345/hour and Erin Tilton \$255/hour. To the extent other HGS attorneys or law clerks provide work on this matter, those rates will be provided to Client. Paralegals are billed at \$145/hour, legal assistants \$115/hour and the range of hourly rates for HGS attorneys is \$245-\$530.
- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. HGS’ hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Annually revised hourly billing rates will not be put into effect without notice to and consent by Client; however, Client’s consent will not be unreasonably withheld for annual adjustments of up to \$15/hour.
- C. In addition to billing for hourly rates, HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy (Attachment A).

V. FLORIDA EXECUTIVE AND LEGISLATIVE BRANCH LOBBYING LAWS

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that HGS represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of HGS attorneys as lobbyists and the reporting of fees associated with such representation.

VI. BILLING AND PAYMENT

The Client agrees to pay HGS monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of fees shall be a basis for HGS to immediately withdraw from the representation without regard to remaining actions necessitating attention by HGS as part of the representation.

VII. ATTORNEYS' FEES AND COSTS

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VIII. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

IX. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by HGS and the Client. The contract formed between HGS and the Client shall be the operational contract between the parties.

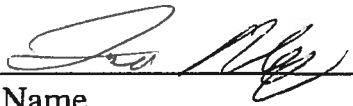
X. ENTIRE CONTRACT


This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

COLUMBIA COUNTY

HOPPING GREEN & SAMS, P.A.

By: 
Name

By: 
Vice President

Its: Chairman
Title

Date: January 18, 2018

Date: 3-4-18

HOPPING GREEN & SAMS P.A.
EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Interest. For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one percent (1%) per month (twelve percent per annum) will be assessed on the outstanding fees and expenses.

Photocopying and Printing. In-house photocopying and printing is charged at \$.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

Attachment A