

AUSLEY McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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August 21, 2020

Via Electronic Mail

Mr. James Fox
City Attorney
City of Naples
850 Park Shore Drive
Trianon Center-3rd Floor
Naples, FL 34 103
jdfox@naplesgov.com

Re: Naples Beach Hotel and Golf Club Easement - Agreement for Legal Services

Dear James:

Thank you for considering our firm to represent the City of Naples (“City”) in the above-referenced matter. We submit the following provisions governing our engagement. If you are in agreement, please sign in the space below and return a copy of this letter to us via fax or electronic mail. If you have any questions about these provisions, please do not hesitate to call.

A. Scope of Representation

We are engaged to represent the City with regard to issues related to a potential easement on property identified by the City. We will work under your directions and will keep you advised of our activities. The City may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by our firm.

B. Fees and Expenses

The City will be responsible for making payment of our fees and necessary expenses. Robert N. Clarke, Jr. and I will be the principal attorneys representing you in this matter. Mr. Clarke’s rate is \$390.00 per hour. my rate is \$420.00 per hour. Mr. Dubose Ausley may also be involved and his hourly rate is \$450 per hour. We will use other attorneys with lower hourly rates when appropriate, in order to provide legal services to you as efficiently as possible. Rates are subject to change on an annual basis. Additional information related to our legal team can be found at our website, www.ausley.com. The necessary expenses that may be incurred in handling this matter may include but are not limited to, costs associated with experts, court reporters, travel, copy charges, computerized litigation support and research, and other incidental out of pocket costs.

The fees and expenses relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

C. Term of Engagement

The engagement may be terminated by either you or us at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matter described above.

Unless previously terminated, our representation of you will terminate upon our sending you a final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned promptly upon receipt of payment for outstanding fees and costs. The firm will retain its own files pertaining to the matter. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyer work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. You will have the opportunity to obtain copies before documents or other materials are destroyed or disposed of by our firm.

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

D. Client Responsibilities

You agree to cooperate fully with us and to provide promptly all information known or available to it that is relevant to our representation. You also agree to pay our statements for services and expenses in accordance with the terms stated above.

E. Conflicts

Our firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future

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City Attorney
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to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree that the provisions contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Once again, we are pleased to have this opportunity to work with you. Please do not hesitate to call me if you have any questions or concerns during the course of our representation.

Sincerely,



 Kenneth Hart

Agreed and accepted:
City of Naples

By: _____

Title: _____

Date: _____, 2020