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May 20, 2020

Robert Charles Swain  
Alachua County Attorney's Office  
12 SE 1st Street  
Gainesville, FL 32601-6826

Via email  
[bswain@alachua.county.us](mailto:bswain@alachua.county.us)

Re: *Alachua County, Florida v. Sadie Darnell, in her official capacity as Sheriff of Alachua County, Florida, Case No. 1D18-3367*

Dear Bob:

We are pleased that you have asked Carlton Fields to continue to represent Alachua County in connection with the above matter as set forth below. This letter will confirm our discussions with you about your engagement of the firm and the basis on which the firm will now provide its legal services to the County.

**Scope of representation and basis for fees and costs.** This will confirm that the County has retained our firm to provide legal services in the captioned appeal from the date the Florida Supreme Court accepted jurisdiction in this case until the Court renders its final decision in the case, for a fee not to exceed \$65,000, contingent on approval of the Board of County Commissioners for Alachua County.

We are customarily compensated on an hourly basis for our services, and we propose to follow that arrangement for the legal services to be performed under this agreement, subject to the maximum agreed to fee. My current hourly rate for this matter will be sharply discounted to \$495.00/hour and James Parker-Flynn's rate will be discounted to \$375.00/ hour.

Clients are responsible for our customary charges for fees related to legal services rendered and for costs and disbursements incurred by our firm on the client's behalf, as described in the enclosure "Charges and Terms for Legal Services," (the "enclosure") which is considered part of this engagement letter and to which we respectfully direct your attention. Bills for some third party costs may be transmitted directly to you for payment, and it is expected that these bills will be paid by you upon receipt.

**Billing frequency, review and payment of invoices.** We will send you our invoice for our fees and costs each month. We will include with the invoice a reasonably detailed description of the services and costs covered by the invoice. Our statements are due on

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receipt. Please note year-end bills rendered by December 11, 2020, must be paid no later than December 24, 2020. Additional details of our billing practices agreed to herein is provided in the enclosure.

We will provide you with statements after the end of every month for work performed and expenses recorded on our books during the previous month. To deal with any concerns efficiently and while memories are fresh, it will be important for you to review all statements as soon as you receive them and notify us promptly of any concern. To that end, you agree to review each statement and notify our Firm in writing within 15 days of the date of the statement of any error, deficiency, or question about the statement or the services rendered, and agree that the absence of such notice will be deemed an agreement with the correctness and accuracy of the statement rendered. If any statement is not paid when due, then we must reserve the right to suspend performing legal services until you have made arrangements satisfactory to the Firm for payment of any amounts due and for future services and expenses.

Please review the cautions in the enclosure concerning electronic communications. Your signature below will acknowledge those warnings and agree to the recommendations.

We encourage you to write or call us at any time if you have any question about our invoice or about our services. We will be pleased to discuss any concerns that you may have.

If these arrangements are satisfactory, please sign a copy of this letter and return it to me at your earliest convenience.

We look forward to working with you on this matter, and, again, we appreciate the opportunity to be of service to you.

Very truly yours,

CARLTON FIELDS

By: \_\_\_\_\_

  
SYLVIA H. WALBOLT

*for*

SHW:de  
Enclosures

Accepted and agreed to this \_\_\_\_ day of  
\_\_\_\_\_, 2020.

ALACHUA COUNTY, FLORIDA, a charter county  
and political subdivision of the State of Florida

By: \_\_\_\_\_  
MICHELE LIEBERMAN  
County Manager  
on behalf of Alachua County

# CARLTON FIELDS

## CHARGES AND TERMS FOR LEGAL SERVICES

Our firm's goal is to provide its clients with legal services of high quality, rendered promptly and responsively to the clients' needs. In return, clients are expected to pay promptly the firm's statements for such professional services and related disbursements. The purpose of this memorandum is to set forth the basis upon which our firm bills its clients for legal services and related charges, and the terms on which such statements are rendered.

**1. Retainers.** A retainer is a sum of money paid to a lawyer to guarantee the lawyer's future availability. A retainer is not payment for past legal services and is not payment for future services. Some clients keep us "on retainer" even though they have no current legal work. A lawyer cannot represent one client adverse to another current client without the consent of both. The rules are different with respect to former clients. Without a separate agreed retainer for the firm to maintain you as a current client, the attorney-client relationship between the firm and a client shall be deemed ended 30 days after the date of the final bill for any matter.

### **2. The Basis for Fees.**

(a) **Hourly.** In most cases, our firm's fees are determined with reference to the time expended by firm members, associates, legal assistants and other professionals on the matter, at hourly rates established in relation to the experience and skills of the person performing the work. Our firm's hourly rates are revised periodically to reflect increased skills, costs, and other factors. Clients may obtain information about the range of the rates currently in effect from the attorney in charge of the matter.

[(b) **Alternatives to hourly fees.** In limited circumstances alternative billing arrangements can be agreed -- such as a fixed fee, which may be non-refundable. When the size, complexity, difficulty, or urgency of a matter, or the particularly good result obtained, or similar factors so dictate, we may increase our fee accordingly.]

**3. Advance Payments of Fees and Other Charges.** Our firm's policy is to require an advance fee deposit for hourly billings. We will hold the advance fee in trust and apply it to the final invoice for the matter. In the event the client is late in paying earlier invoices, we will apply the advance fee to satisfy those invoices. The client will then be expected to restore the advance fee to the original amount, as a condition for our continuing the representation. Otherwise, we reserve the right to terminate the representation at that point, and the client will be obligated to pay any remaining balances of fees and costs still due and owing. Because of the importance of our year-end accounting (December 31), we reserve the right to apply advance fees to outstanding invoices by year end.

Advance fee deposits are applied first to disbursements and then to fees for legal services at applicable rates. Advance fee deposits are held in a client trust account, until withdrawn. Our firm does not segregate advance payments received from clients nor earn or pay any interest with respect to them. If our firm's representation is terminated, unless otherwise agreed any portion of the advance payment not applied by or owed to our firm for its fees and disbursements with respect to services performed and disbursements accrued prior to such termination will be refunded.

**4. Costs and Disbursements.** Clients are billed for the costs incurred on their behalf such as filing fees, court reporter charges, out-of-pocket expenditures, and travel as well as our customary charges related to legal services rendered, including long distance telephone, photocopying, messenger service, computerized research, mailing, express delivery, overtime

secretarial charges, bills rendered to the firm by third party providers of services, and other expenses. Costs are posted and billed based on standard rates published by the provider or contained in contracts with the firm. In some cases, the provider may grant volume discounts, which are not substantial in amount and are impossible to predict, and it is not practical to adjust the bill to reflect such discounts. Bills for some third party costs, including arbitration or mediation costs and expert witness fees, may be transmitted directly to the client for payment, and it is expected that these bills will be paid by the client upon receipt.

**5. Frequency of Billing.** Statements for services and disbursements are generally rendered monthly. In certain transactional matters, our firm may render a statement upon the completion of the transaction or, if the transaction is not completed, at the time work is completed.

**6. Payment Terms.** All statements for professional fees, other charges, and disbursements are due upon receipt. Our firm reserves the right to terminate its services if statements are not paid when due. Termination will not discharge the obligation to pay our firm all amounts owed.

Because it is important to resolve any questions about a bill while memories are still fresh, **each invoice must be reviewed and any questions raised within 15 days of receipt, or any issue will be deemed waived and the invoice agreed to.**

Any invoice for which payment has not been received within 35 days of invoice date will bear interest at the statutory rate for the jurisdiction of our office where the engagement originated. The per annum statutory interest rates for the current year are: California – 10%; Connecticut – 8%; Florida – 6.83%; Georgia – 7%; New Jersey – 6%; New York – 9%; Washington, D.C. – 6%.

#### **7. Document Retention.**

**Your Documents Submitted to Us.** We will return any original documents you submit to us after they are no longer needed for the representation. After the matter is concluded we review our files for such original documents and then return them. Nevertheless, please keep copies of original documents you send us.

**Your Documents Relating to the Matter.** If this is a matter in litigation, or as to which litigation is anticipated, PLEASE do not destroy any documents or physical thing connected in any way with the dispute. If you have a program of regularly destroying old documents, please suspend it with respect to documents that might be associated with the matter. This also applies to electronic records, e-mails, and the like. We will discuss this subject with you at greater length, but recent developments in the law have made the matter of document preservation important.

**Our Document Retention.** After a matter is concluded, our policy is to a) return original client documents; b) destroy duplicates, drafts, non-essential or interim pleadings, depositions, transcripts, discovery, incidental correspondence, and the like; c) either (i) digitally reproduce the remaining documents and destroy physical copies or (ii) store the remaining file at a secure off-site facility for 6 years and d) destroy the file after 6 years with no further notice. Please let us know if you want us to deliver any part of the file to you after the matter is concluded.

01.01.20

# CARLTON FIELDS BASIS OF CHARGES FOR ANCILLARY SERVICES

January 1, 2020

## COMPUTER RESEARCH

(Includes Westlaw, Lexis and All Other On-Line Computer Searches)

Standard Lexis, Westlaw rates without markup

## LITIGATION SUPPORT

Please refer to the attached Practice Technology Cost sheet

## SECRETARIAL/WORD PROCESSING OVERTIME

\$ 40 per Hour

## POSTAGE

Actual Cost

## FEDERAL EXPRESS/UPS

Actual Cost

## MILEAGE REIMBURSEMENT

57.5 cents per mile

(Will change as the IRS changes the amount of the allowable mileage reimbursement)

## FAX TRANSMISSIONS

\$.20 per page for outgoing faxes plus the cost of any long distance phone call

## TELEPHONE CHARGES

Clients are billed for the actual cost of long distance calls. Cellular phone calls are billed at \$.20 per minute.

## REPROGRAPHIC SERVICES

Clients will be charged \$.20 per copy for routine reproduction services and \$.50 per copy for color reproduction services.

## OUT-OF-POCKET COSTS

Clients are requested to provide a cost retainer to cover estimated out-of-pocket costs which may be incurred by the Firm during the representation.

01.01.20

Carlton Fields uses Relativity as our e-discovery document review platform. Relativity is the market leader in this space, which confers the advantage of being a familiar tool to the widest array of document reviewers among law firms, corporate clients, and contract document reviewers. However, we distinguish ourselves from third-party Relativity vendors in several ways:



### A simplified, intuitive pricing model

Carlton Fields employs a very simple pricing model, which gives our clients access to their data in Relativity at one of the most competitive rates on the market. Our pricing structure is very predictable, and is designed to eliminate surprise charges and encourage the use of time-saving tools like advanced analytics.



### Unlimited use of analytics

We want you to make the best and most efficient decisions when considering the handling of your matter. This includes leveraging time-saving features such as email threading, Technology Assisted Review, Continuous Active Learning, and more. We provide these tools at no additional cost, so that you can take advantage of the latest advances in e-discovery without worrying about whether or not the time savings justifies the expense.



### A secure environment for your data

Carlton Fields recognizes how important safeguarding your data is to your continued success as a business. We offer an ISO 27001 certified environment in every Carlton Fields office in an effort to protect your data. Additionally, we typically handle the entirety of our e-discovery efforts within our own environment, so your data stays with Carlton Fields rather than being shared with multiple e-discovery vendors. This significantly reduces the possibility of any data-related security incidents.



### A surprise-free experience

Surprises in the e-discovery arena are generally unwelcome, especially when it comes to the bill. In an effort to make bills more predictable, we have eliminated charges for many services that are typically imposed by other vendors. This includes items like Optical Character Recognition (OCR), production branding, Early Case Assessment (ECA) data culling, and Tagged Image File Format (TIFF) conversion.



### Access for those outside the firm

Relativity can be easily accessed from any device that has internet access. This allows us to extend access to clients, experts, co-counsel, and opposing counsel as needed. Security can be configured to give each party its own secure work environment upon request, which can be particularly helpful when dealing with multiple co-defense firms. This eliminates the need for each party to establish its own review databases in separate environments, thus reducing the overall cost.



### We do the rest, too!

In addition to the above items which distinguish us from third-party vendors, it's important to note that we provide all of the standard services as well, including consulting on best practices, providing user support, search construction, running productions, and more.

SERVICE	PRICING
Monthly Data Hosting	\$5/GB
Pre-Processing (Culling)	No charge
Data Processing	\$40/GB
User Licenses	\$180/month for non-Carlton Fields users
Project Management	\$255/hour
Social Media and Website Captures	\$250/profile or page

## California Consumer Privacy Act

To the extent that the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018), as may be amended, as well as all regulations that may be promulgated thereunder ("CCPA"), applies to our firm's representation of you in this matter, the firm is acting as a Service Provider as defined in the CCPA. In that regard, pursuant to this engagement letter, the firm is performing legal services on behalf of you and may, in the course of this representation, process consumers' personal information on your behalf. The firm will not retain, use, sell, or disclose that personal information, as those terms may be defined in the CCPA, for any purpose other than to perform its legal services in this matter or as otherwise permitted by the CCPA.

01.06.20

## **CARLTON FIELDS ELECTRONIC COMMUNICATIONS**

It is likely that during the course of this engagement both you and the firm will use electronic devices and Internet services (which may include unencrypted wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Although the use of this technology involves some degree of risk that third parties may "hack into" or otherwise access confidential communications, we believe and, by agreeing to the engagement letter, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you also communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including but not limited to, your employer, a hotel, library or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

06.25.15