

Exhibit A
TRIPP SCOTT P.A.
STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

WILSON C. ATKINSON, III
Direct Line: 954.765-2912
Email: WCA@TrippScott.com

June 5, 2023

VIA EMAIL TPyburn@coconutcreek.net

Terrill C. Pyburn
City Attorney
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33036

Re: Representation Agreement

Dear Ms. Pyburn:

We are pleased that you have engaged Tripp Scott P.A. ("Tripp Scott") to represent the City of Coconut Creek (the "Client") in the matter referenced below. This letter, along with our Standard Terms and Conditions of Engagement (attached), provide the terms and scope of the engagement.

Scope of Engagement. For the purposes of this engagement, Tripp Scott agrees to represent the Client and the Client agrees to retain Tripp Scott to provide legal review and representation regarding the Florida Department of Transportation's efforts to expand the Florida Turnpike adjacent to the City of Coconut Creek north of South Atlantic Boulevard to Wiles Road ("project"), through legal efforts including, but not limited to filing a Complaint for Injunctive Relief, state lobbying efforts, and assisting with public meetings and public hearings with emphasis on (1) preferably reducing the project to 8 lanes instead of 10 lanes ; (2) moving the expansion to the east of the centerline of the road and providing the greatest buffer to the existing housing developments abutting its westerly Right of Way; and (3) providing maximum mitigating measures west of the westerly travel lane to be constructed, including but not limited to relocation assistance for the residents of Sunshine Drive directly backing up to the project and impact windows and increased buffers for the residents of those buildings in Wynmoor directly adjacent to the project. Additionally, we understand that our communication will be with City Attorney, Terrill Pyburn. Although we may be dealing directly with the officers, agents, employees, directors or other personnel employed and/or associated with Client, we represent the Client and not any of these individuals in their individual capacity. The scope of this representation may be

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expanded only by written agreement (including by email) between the Client and Tripp Scott.

Staffing. The attorneys primarily responsible for this engagement will be Daniel E. Taylor, Wilson C. Atkinson, III, Paul Lopez and Ed J. Pozzuoli ("Primary Attorneys"). Other attorneys may also be assigned to this matter. Staffing will depend primarily on the judgment of Tripp Scott as to the experience and expertise required to properly discharge its professional responsibilities.

Fees. This is an hourly fee agreement. My normal billing rate is \$625 an hour, however, in response to your request, we will agree to reduce the hourly rates of the Primary Attorneys to \$525 an hour, associate level attorneys to \$400 an hour, and paralegals to \$95 an hour. Please note that our hourly rates are typically adjusted annually.

Deposit. It is the practice of Tripp Scott to require a retainer deposit when we undertake new representation. The firm anticipates that the time required for this project to commence will likely be 50-60 hours in preparation, attendance at public hearings, meetings with city officials and residents as requested as well as preparation for any required legal action. If legal action is filed, this time estimate may be significantly increased. Accordingly, the firm has required that Client deposit **\$15,000** to be held in a non-interest bearing escrow account to be applied to future fees and costs. The firm will notify Ms. Pyburn once the retainer has been reduced to a sum less than \$3,500, at which time, the Client will make another deposit of **\$15,000**. Tripp Scott's representation does not commence until we receive the deposit, if required, from Client. Upon the completion of its services, the firm will apply the deposit to Client's last invoice and refund any remaining balance to Client. Tripp Scott reserves the right to use any part of the deposit to satisfy a delinquent payment and to discontinue representation until Client forwards funds to restore the full deposit. Tripp Scott also reserves the right to require additional deposit(s) to secure payment of statements. Tripp Scott anticipates that the time required for this project will likely be 50-60 hours in preparation, attendance at public hearings, meetings with City officials and residents as requested as well as preparation for legal action.

Public Records. We will keep and maintain public records required by you to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render us a "public agency" within the meaning of the term in Chapter 119, Florida Statutes. Upon request by your custodian of public records, as identified in the next section, we will provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, we will prepare an estimate of the cost of fulfilling the public

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records request and provide same to you in writing. If you have a policy regarding the manner of calculating charges for significant administrative time or the use of technology, we will follow the policy in developing the cost estimate. The policy will be attached hereto upon execution by you. If you do not have a specific policy for calculating charges for significant administrative time or the use of technology, we shall develop the estimate based on our actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of our lowest paid member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

We will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if we do not transfer the records to you.

Upon completion of the representation, we shall transfer, at no cost to you, all public records in our possession related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to you in a format that is compatible with your information technology systems. If you desire the records to be transferred in a format that is different than the above-referenced format, we shall prepare a cost estimate for the records conversion upon request, and provide the converted records to you upon approval of the cost estimate.

We shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. We may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to you. If you receive a public records request for materials the record copies of which are maintained by us, you shall immediately notify us of the request in writing. We will provide the records to you, or allow the records to be inspected or copied within a reasonable time, as directed by you. If you desire for us to review the records for responsiveness and/or exemption/privilege, you shall advise us of its desire in writing and we shall provide the service at the rates provided herein. If you seek for us to “certify” a public record, you should provide us with direction on the desired format of such certification along with the records request.

**IF WE HAVE QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO OUR DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS AGREEMENT, WE WILL
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(954) 973-6774
Telephone Number

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PublicRecords@coconutcreek.net
E-mail Address

4800 West Copans Road
Coconut Creek, FL 33063
Mailing Address

Venue. If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be exclusively in Broward County, Florida.

Tripp Scott does not and cannot guarantee success as to any particular issue, and payment of Tripp Scott's bills is not contingent upon the outcome of any matter or the results obtained.

We appreciate your confidence in Tripp Scott and look forward to working with you. This Representation Agreement may be signed in counterparts and electronic signatures are acceptable.

Please confirm your agreement by signing below and returning this signature page to us or by sending us a reply e-mail stating your agreement and forwarding the deposit set forth above.

Please be aware that no attorney-client relationship is created between Tripp Scott and Client until we have received your confirmation of agreement and the deposit. Please call me if you have any questions.

Sincerely,

Wilson C. Atkinson

WILSON C. ATKINSON, III
For the Firm

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AGREED AND ACCEPTED:

CITY OF COCONUT CREEK,
a Florida municipal corporation

By: _____
Karen M. Brooks, City Manager

ATTEST:

By: _____
Joseph J. Kavanagh, City Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

By: _____
Terrill C. Pyburn, City Attorney

Standard Terms and Conditions

The following terms and conditions apply for each matter for which Tripp Scott P.A. ("Tripp Scott") is engaged to represent "Client".

The Client. For the purposes of this representation, Tripp Scott's "client" is limited to the Client identified in the Representation Agreement and no other person or entity. Tripp Scott and the Client agree that Tripp Scott's representation of Client in this matter does not give rise to an attorney-client relationship between Tripp Scott and any Affiliates of Client. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (1) shareholders or constituent partners, members, or other equity stakeholders, (2) parent, sister, brother and subsidiary companies, (3) joint ventures, limited partnerships, general partnerships, limited liability companies, or other unincorporated entities in which Client may have an ownership interest, (4) officers, (5) directors, (6) employees, or (7) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. The Firm's objective in this policy is to avoid situations where, after undertaking our representation of you, and investing considerable time and dollars on your behalf, Tripp Scott is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

Scope of Engagement. The scope of Tripp Scott's engagement for a particular matter is strictly limited to the description set forth in the Representation Agreement. An attorney-client relationship between Tripp Scott and the Client exists during the times when Tripp Scott is performing legal services for the Client on a particular matter. The Representation Agreement does not create an attorney-client relationship absent an actual request by Client for representation in a new or amended matter and Tripp Scott's written acceptance of representation in the new or amended matter.

Tripp Scott will not provide business, investment, or accounting advice regarding the matter and we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken. Legal services provided are solely for the benefit of Client unless otherwise expressly agree in writing.

Responsibilities. Tripp Scott will keep Client informed of the status of matters. However, Client should feel free to contact us at any time with questions and comments.

Client agrees to provide Tripp Scott with all information that Tripp Scott believes is necessary or appropriate to fulfill our professional responsibilities, and cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, and required court or decisional-body appearances.

Billing:

Tripp Scott will bill Client on a monthly basis. The bills will be broken down into two separate components: (1) Fees for legal services provided, and (2) Reimbursable costs and expenses incurred by Tripp Scott in connection with its representation of Client.

Fees for Legal Services: The fees for legal services will be computed the amount of time spent on the matter by the lawyers and legal assistants multiplied by their individual hourly billing rates.

Under certain circumstances, the Client may be entitled to recover its attorney's fees and costs from an adverse party. The Client agrees that it is the Client's obligation to pay all attorney's fees and costs due to Tripp Scott, without giving any effect to the recovery of any costs and attorney's fees from any adverse party.

Costs and Expenses. The second component of Tripp Scott's bill will be an itemization of the reimbursable costs and expenses incurred by Tripp Scott in connection with its representation of Client. These costs and expenses include, but are not limited to, filing fees, court reporter fees, witness fees, deposition transcripts, court costs, expert charges, audit response letters, long distance telephone, postage, photocopy/scan/print charges, facsimile charges, secretarial and word processing overtime, video conferencing, overnight or special delivery services, research services (such as Westlaw and LEXIS), travel, lodging, meals, and costs related to the collection and imaging of records. If substantial costs are to be advanced, it is Tripp Scott's practice to obtain a retainer to cover such costs or to have them billed directly to Client for payment. Due to delays in the receipt of bills for costs and expenses from third party vendors, Tripp Scott's billing of Client may be delayed.

Payment; Security for Payment. Tripp Scott expects payment from Client upon receipt of the bill and the Client agrees to pay each invoice upon receipt of the bill. A failure to question or object to any charges within thirty (30) days after receipt of a statement will constitute Client's agreement to the statement as presented. Tripp Scott has the right to request security, including a deposit, for fees and expenses. In addition, applicable law may provide attorneys with liens upon materials coming into their possession to secure the payment of their fees. This retaining lien, as well as appropriate charging liens, may be asserted by Tripp Scott in appropriate circumstances. In the event of any proceeding to enforce the provisions of this Representation Agreement brought by Tripp Scott and the Client, the prevailing party in that proceeding shall be entitled to recover its reasonable attorneys' fees and court expenses from the other party.

Employment of Additional Professionals. If necessary, and with the approval of Client, additional professionals may be employed by Tripp Scott. The professional is normally retained by Tripp Scott for the benefit of the Client. Client is obligated to pay the fees of the professional in full. Tripp Scott reserves the right to request and obtain an additional retainer to defray the fees and expenses of professionals employed in connection with Client's matter.

Advice about Possible Outcomes. From time to time, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Right to Separate Counsel. Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this Representation Agreement.

Electronic Communications. Tripp Scott often uses electronic communications (such as email) to communicate with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (such as by anti-spam software) or otherwise not transmitted. Tripp Scott does not recommend the use of instant messaging. Client must not assume that an email or instant message sent to Tripp Scott was actually opened and read unless Client receives a reply message indicating that Tripp Scott has read Client's message. Tripp Scott may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communications. Client understands that this is not an absolutely secure method of communication. Client's execution of the Representation Agreement will serve to acknowledge and accept the risk and authorize Tripp Scott to use electronic communications as a means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise Tripp Scott in writing not to send them via electronic communications, and Tripp Scott will comply with Client's request.

Trust account. Under applicable law, interest on attorneys' trust accounts for clients may be payable to a state fund for legal services to the indigent. Client may elect a separate interest bearing trust account. Please advise if you desire a separate interest bearing account. Client will be required to reimburse Tripp Scott for the costs of such account.

Interest on Overdue Accounts. Client understands and agrees that if payment is not made within thirty (30) days of the bill date, an interest charge may be added to the outstanding balance in accordance with the laws of Florida. Tripp Scott and Client agree that Tripp Scott has the right to discontinue services if Tripp Scott's bills are not paid in a timely manner.

Term of Engagement. The effective date of Tripp Scott's agreement to provide services is the date on which we first performed legal services. Either Tripp Scott or Client may terminate the engagement at any time for any reason by written notice, subject, on Tripp Scott's part, to applicable rules of professional conduct. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and Client agrees to engage successor counsel to represent Client.

Termination. Absent express notice of termination, Tripp Scott's representation of Client will conclude, and the attorney – client relationship will terminate upon completion of Tripp Scott's work on such matter.

Post-Engagement Matters. Client has engaged Tripp Scott to provide legal services in connection with a specific matter as described in the Representation Agreement. Unless Client engages Tripp Scott to provide additional advice on issues arising from the matter, Tripp Scott has no continuing obligation to advise Client with respect to future developments.

Internal Review. In the course of our representation of Client, it may become necessary for Tripp Scott to address its professional duties or responsibilities and to consult with Tripp Scott's General Counsel or other lawyers in doing so. To the extent Tripp Scott is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Tripp Scott and Client. As a condition of this engagement, Client consents to such consultations and waives any conflict of interest that might be deemed to arise out of any such consultations and any resulting communications. Client further agrees that these consultations and any resulting communications are protected from disclosure to Client and others by Tripp Scott's attorney-client privilege. Of course, nothing in the foregoing shall diminish or otherwise affect Tripp Scott's obligation to keep Client informed of material developments in Tripp Scott's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Tripp Scott provide a written description of all pending or threatened claims for lawsuits to which Tripp Scott has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Tripp Scott. Tripp Scott will bill Client and Client agrees to pay for providing the response to the audit letter.

Conclusion of Representation and Disposition of Client Files. Tripp Scott is not obligated to keep files/records related to a matter after that matter is concluded. Upon conclusion of Client's representation, Tripp Scott will return the Client's original papers, hard copy/electronic documents and/or other property that Client provided to the Firm during the engagement. Client agrees to accept the return of such documents and/or property. If Client so requests, Tripp Scott will also provide to Client, at Client's expense, copies or originals of Client's file. Tripp Scott and Client agree that

lawyer work product (for example, drafts, notes, internal memoranda, work files, etc.) are the property of Tripp Scott. Tripp Scott reserves the right to destroy or otherwise dispose of any documents or other materials retained by us thirty (30) days after providing notice of intention to destroy them (unless Client requests those materials within thirty (30) days of notification) or after ten years from the date the matter is completed.

Modification in Writing Only; Severability. No change to the Representation Agreement shall be effective unless and until confirmed in writing and signed by the Tripp Scott and Client making express reference to the Representation Agreement. There are no promises, terms, conditions or obligations other than those contained in the Representation Agreement and these Standard Terms and Conditions of Engagement, and the Representation Agreement shall supersede all previous communications, representations, or other agreements, either oral or written. If any provision of the Representation Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Representation Agreement will be severable and remain in effect.
