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CHRISTINE SUTHERLIN ‡ ^
JOHN P. TOWNSEND *
AARON A. WHITE
WILLIAM E. WHITNEY

BOARD CERTIFIED – CONDO. & PLANNED DEV. LAW *
BOARD CERTIFIED – CONSTRUCTION LAW **
BOARD CERTIFIED – REAL ESTATE ***
CERTIFIED CIRCUIT COURT MEDIATOR +
FL. LICENSED CPA & LL.M.(TAXATION) ‡
ALSO ADMITTED IN AL ^



PLANNING & DEVELOPMENT CONSULTANT:
MELISSA WARD (NOT ADMITTED TO FL BAR)

2063 S. COUNTY HWY 395
SANTA ROSA BEACH, FL 32459
PHONE: 850-231-3315
FACSIMILE: 850-231-5816

2065 THOMASVILLE ROAD, SUITE 102
TALLAHASSEE, FLORIDA 32308
PHONE: 850-385-5000
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PLEASE REPLY TO: SANTA ROSA BEACH OFFICE

October 31, 2019

Portside Condominium Homeowners Association, Inc.
c/o Board of Directors

Re: 2020 Legal Services Terms and Rates

Dear Board:

Our firm appreciates the opportunity to continue providing the Portside Condominium Homeowners Association, Inc. (“Association”) with legal services. We review our terms of service, billing rates, and the scope of general counsel “flat fee” services annually. Please see attached for our terms of service, hourly rates, and general counsel services, which will be effective beginning January 1, 2020. Any currently pending litigation matters are not subject to an increase in hourly rates, and will be prosecuted to their conclusion at the current hourly rates. If you have any questions regarding the terms of continued representation or anything else contained in this letter, please feel free to contact me.

Sincerely,



Gary A. Shipman, Esq.
Dunlap & Shipman, P.A.

TERMS OF SERVICE – Effective January 1, 2020

Scope of Representation

The Firm agrees to be available to represent the Association on legal matters which are referred to it by the Association, as they may arise from time to time. The Firm does not represent the Association in any matter not specifically referred to it by the Board of Directors or the Association Manager. By entering into this representation, the Firm does not thereby represent any member of the Association on an individual or personal basis, including but not limited to any person serving as an officer of the Association or any person serving on the Board of Directors.

Payment Terms

I. Rates

Work on the Association's behalf, other than General Counsel Services, will be billed at the applicable hourly rates in one-tenth of an hour (6 minute) increments. As an exception to the hourly rates, any liens prepared in connection with unpaid assessments will be billed at a flat rate of \$350 per lien, payable by the Association at the time lien preparation is complete. This fee includes the later preparation and recording of the satisfaction of lien after the assessments have been paid. All costs of recording will be borne by the Firm and will not be billed to the Association.

Additionally, because the Firm has often done similar work for other clients, previously developed work-product may be utilized and adapted for use in representation of the Association. In those cases, a value must be applied to the work-product. This is a process known as value billing, and billing in such matters may take into account not only the time spent on your specific matter, but also the overall value of the services provided in light of the previously developed work-product.

II. Costs

We anticipate that at times, representation of the Association will entail certain costs beyond the legal fees described above. Except as otherwise stated in this Agreement, you will be responsible for all fees charged by a third-party (*e.g.* court filing fees, court reporters, mediator fees, mailing charges, copies, etc.). We reserve the right to request that you make payment directly to the third-party, although lesser fees will typically be paid by the Firm and placed on your invoice for reimbursement, so long as your account remains current. You will also be responsible for copying charges incurred in-house, which will be invoiced at a standard rate. Lastly, to the extent we are required to travel during the course of this representation, you will be charged mileage at the then-existing IRS mileage rate or, where appropriate, any direct costs for air travel.

III. Invoices

The Firm will invoice you for the attorney's fees and costs described above on a monthly basis. Payment is due upon receipt. After sixty (60) days, the Firm reserves the right to cease work until the account is made current. Said accounts are also subject to the assessment of interest at the maximum legal rate in the Firm's discretion. Should the Firm be required to take legal action to collect any such unpaid fees and costs, the Firm shall be entitled to its collection fees and costs, including, but not limited to, its attorney's fees and costs incurred in any such litigation.

Conflicts of Interest

As one of the larger firms in the area, we are occasionally asked to represent a client whose interests are adverse to another of the Firm's clients or former clients. This Firm shall not be precluded from future representation of other clients whose interests may be adverse to the Association, provided that the Association is no longer a client of the Firm, the adverse matter is unrelated to matters addressed in this representation, and the future representation does not conflict with any rule regulating members of the Florida Bar.

Termination

This attorney-client relationship may be terminated by either party upon written notice at any time. Without limiting the scope of the foregoing, we retain the right to terminate services or to refuse to perform certain requested services without terminating the representation: 1) upon your failure to cooperate in any reasonable request; 2) upon failure to pay fees as they become due; or 3) upon determination that continued representation, or the specific service requested, violates or may violate the Florida Rules of Professional Conduct. The termination of services, whether by you or by the Firm, will not relieve the Association of the obligation to pay any outstanding amounts due for our services rendered through the date you notify the Firm in writing of your desire to terminate.

2020 HOURLY RATES PER TIMEKEEPER

Senior Partners: \$350/hr

Michael Dickey

Gary Shipman

Partners: \$300/hr

David Milam

Robert Kauffman

Ashley Rogers

Aaron White

Associate Attorneys: \$250/hr

Mike Henry

Lana Hillis

Christine Sutherlin

Planning & Development Consultant (not admitted to Florida Bar): \$155/hr

Melissa Ward

Non-attorney Paralegals, Legal Assistants and Law Clerks: \$100/hr

GENERAL COUNSEL SERVICES

The Firm will provide general counsel representation to the Association for an annual flat fee of \$3,200.00 to be paid in quarterly installments. For this fee, we will provide the following:

1. Attendance at the Annual Members' Meeting;
2. Attendance at quarterly (4/year) Board of Directors meetings to provide general legal advice;
3. Consultation by telephone or e-mail with the board President and the Association Manager concerning customary community association legal issues affecting the Association;
4. Review contracts the Association is considering entering upon request and advise (does not include contract drafting);
5. Review of any notices, financial budgets, minutes of the association, minutes of board meetings (upon request);
6. Advice in preparing the Association budget (upon request); and
7. Serve as the Registered Agent for the Association.

In addition, we will assist and represent the Association on an ongoing basis as to additional legal matters which may be referred to us from time to time. Matters not specially enumerated above will be billed at our firm's applicable hourly rates.