

May 12, 2026

VIA E-MAIL

Donald J. Doody, City Attorney
The City of Oakland Park
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
DDoody@gorencherof.com

Re:

Case Name: *Oakland Park Dixie, LLC v. The School Board of Broward County, Broward County, and the City of Oakland Park*
Client Name: **The City of Oakland Park**
Case Number: **CACE-26-003633**
CSK File No.: **5018.4280-00**

Dear Mr. Doody:

We are pleased that the City of Oakland Park (the “City”) has chosen to engage Cole, Scott & Kissane, P.A. (the “Firm”) to serve as special counsel in connection with the above-referenced matter and we thank you for your confidence in our firm. This letter is intended to set forth our mutual understanding regarding the nature and scope of the legal services that the Firm has agreed to render for the City, the amount of the fees for these services, and the terms upon which you will make payment of these fees and costs for representation in the above-referenced matter, both as to the defense of the claims asserted against the City as well as in connection with any crossclaims relating to the underlying disputes at issue in this matter. This correspondence is also provided to you in order to avoid any misunderstandings as to our policy for all new matters with our Firm. We will begin performing the necessary legal services on your behalf upon receipt of a signed and dated copy of this agreement and the required retainer. Although we will do our best to serve you, we cannot guarantee success on any given matter. If you should have any questions or concerns regarding our services throughout the duration of this matter, advise us immediately.

Consistent with our normal practices, this letter and attached Statement of Engagement Terms and Billing Practices (the “Statement”) sets forth the terms and conditions of our engagement. The Statement is important and is provided to our clients so that they understand in advance how various issues regarding the fee arrangement will be managed. Our representation is conditioned upon receipt of the signed copy of this letter, confirming your understanding and approval of these terms of our engagement.

With reference to our Firm, we would like to verify the fee arrangement regarding attorney’s fees and costs. Our fees will be on a time-spent basis, using our current rates at the time of performance. Our per hour fees are typically based on our standard rates considering person’s seniority, experience or area of practice, and the geographic location of the office in which that person works, which here is \$325.00 for attorneys and \$150.00 for paralegals, or in the event the

fee is ultimately paid by a third party, higher as may be determined by a court and based upon a reasonable market rate at that time. Additionally, for GenAI work performed by our paralegal as a CoCounsel Specialist, detailed below, the per hour fee is \$170.00

In the event of an appeal post-trial in this matter, and in addition to any other monies owed to Cole, Scott & Kissane, P.A., as provided above, Cole, Scott & Kissane, P.A. and the City further agree Cole, Scott & Kissane, P.A. may charge per hour for legal services provided relative to the appeal, as follows: \$325.00 for attorneys and \$150.00 for paralegals.

All of the above rates are for the current calendar year and are subject to change thereafter. Unless otherwise specified, any additional services requested to be provided by our firm beyond the scope of the above matter will be billed to you in accordance with our hourly rates in effect at the time those services are rendered, and subject to the terms set forth in this agreement.

CSK utilizes Westlaw Precision with Generative AI when conducting legal research, in accordance with guidelines set forth by the Florida Bar and ABA. CSK may also utilize Thomson Reuter's CoCounsel as an innovative generative AI ("GenAI") platform for legal services. This allows us, as your counsel, to improve efficiency and streamline professional workflow, access to information, strategic legal analysis, and certain work product in a cost-effective manner. If we determine that the use of CoCounsel would be beneficial to our representation of you in this matter, we will in good faith make a reasonable effort to notify you in advance of such usage. Meanwhile, we initially notify you here for purposes of consent to the same. CSK's Artificial Intelligence Tools Usage Policy provides greater detail regarding steps we have taken to ensure compliance with ethical and legal standards and maintain the confidentiality, safety, and security of client data. Copies of our policy and Thomson Reuters CoCounsel's security strategy are available upon request.

In addition to payment of our fees, the City will be responsible for payment of costs incurred such as long distance telephone calls, photocopying, mailing and postage, court filing fees, travel expenses, court reporting services, expert witness retention, and any other costs which the firm may be required to advance on behalf of the City in connection with our representation. With any costs over \$500, we would ask the City to advance those costs or pay them directly as they are incurred, unless otherwise agreed upon. Our invoices will be sent to the City on a monthly basis.

The City hereby agrees to pay interest at the rate of 1% per month or 12% per annum on any bill, or portion thereof, which remains unpaid for more than thirty (30) days after billing. Also, agrees that their file will only be released by the attorney to you or any third party only upon payment of all fees and costs due and owing to Cole, Scott & Kissane, P.A.

Invoices will be sent to your attention unless you instruct otherwise. Our statements provide detailed information regarding services rendered. Payment of the invoice or written dispute of the charges will be due immediately upon receipt. In the event there is a disputed portion of an invoice, the undisputed portion shall be paid. Any disputes not timely raised within thirty (30) days of the City's receipt of the invoice will be deemed waived.

⚠ **CAUTION: Fraud Alert.** Due to an increased risk of fraud and email hacking, please independently confirm payment instructions via telephone before initiating any wire transfer or sending a settlement payment via USPS/FedEx/UPS. Do not rely on email instructions ONLY for wiring funds and/or settlement payments. Verbal verification should be BOTH to your CSK contact on file and any intended recipient. If you receive any email providing NEW payments instructions and/or directing you to change payment information, please immediately call CSK to verify, prior to payment. For verification purposes, DO NOT USE any new and/or unknown contact information accompanying transmittal and PLEASE independently obtain contact information from your file or www.csklegal.com when contacting your designated file contact or CSK Accounting Department representative for verification. CSK will never change contacts via email. CSK will also never change bank account details via email, without verbal confirmation from a verifiable source. Always verify instructions via telephone before sending funds.

In the event the nature of the services requested justifies a departure from that approach, we welcome the opportunity to discuss alternative arrangements. We separately charge for expenses and costs and other charges incurred in connection with rendering our services, as described in the Statement.

The City also hereby authorizes us to use unencrypted e-mail to communicate with you about this representation. If you are subject to heightened security requirements that prevent the use of unencrypted e-mail or otherwise restrict the manner in which we may communicate with you, you will advise us of those restrictions. You agree to provide us with a secure, password protected e-mail address that is accessible only to you. Where applicable, it is important that you not send or receive e-mail communications from an employer provided device as your employer may have the right to monitor those communications.

Our firm reserves the right to withdraw from representation for failure to assist us in our representation, for noncompliance with this agreement and pursuant to the guidelines provided by The Florida Bar. Cole, Scott & Kissane, P.A. shall, at its own discretion, have the right to withdraw from representing you in this matter at any time if:

- (i) You do not make payments required within thirty (30) days after billing;
- (ii) You have misrepresented, refused or failed to disclose material facts;
- (iii) You fail to follow our advice, be forthright, cooperative or supportive of our efforts;
- (iv) Discovery of a conflict with another client of Cole, Scott & Kissane, P.A., or with your company and its members, officers or employees individually who Cole, Scott & Kissane, P.A. is not being engaged to represent;
- (v) A dispute between client and attorney arises which cannot be worked out with a good faith effort and in an amicable way; and
- (vi) Any other reason as deemed appropriate by the attorney.

Further, we reserve the right to refrain from working on this matter in the event of failure to pay invoices in a timely fashion or any other failure to comply with this agreement. Additionally, if said fees are not kept current within the thirty (30) day period, we reserve the right to request an additional non-refundable retainer.

Further, this agreement, its validity and interpretation, and all action arising from it shall be governed by and interpreted in accordance with Florida law. In the event of litigation concerning this agreement, exclusive jurisdiction and venue shall rest in the appropriate state court serving Broward County, Florida. In the event of litigation for nonpayment or concerning this agreement, the prevailing party will be entitled to recover from the losing party all costs and expenses, including reasonable attorneys' fees and costs, at trial and appeal.

In addition, in the event that any provision of this agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect in any respect whatsoever the validity or enforceability of the remainder of this agreement.

We have conducted a thorough conflict search to ensure there is no conflict in our representation. We rely on our clients to continue to keep us informed of any change in their business associates and/or any circumstances concerning affiliations with any businesses so we may ensure we do not have future conflicts. We, therefore, rely on the City to make us aware of any such changes in circumstances.

Our attorney-client relationship is one of mutual confidence and trust. We do our best to see that our clients are satisfied not only with our professional services but, in addition, with our fees charged for those services. We again invite you to discuss with us any questions or comments in regard to our fee arrangement, monthly statements or in the performance of our professional services.

When this matter reaches conclusion (i.e., by way of dismissal, settlement, resolution, or completion), the case will be closed and our legal representation concluded. Because our attorney-client relationship relative to this matter is over at that time, we will be unable to render further legal advice on this or any other matter – as to the latter, without being specifically retained to separately do so. In accordance with our firm's retention policy, we will retain possession of a digital copy of this file for seven years, and a complete copy will be available to be sent to you upon request.

If you find these terms acceptable, please sign Exhibit "A" attached to this letter and return a copy to our office. Please keep the original for your records. Thank you for the opportunity to represent the City. We appreciate your confidence in our Firm, and we assure you that we will make every effort to perform the services described herein in a prompt and thorough manner. We look forward to working with you toward a favorable result for the City.

Sincerely,



Sanaz Alempour, Esq.

Enclosure

Cole, Scott & Kissane
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EXHIBIT A

APPROVED, ACKNOWLEDGED AND ACCEPTED:

The undersigned hereby accepts the terms and conditions as set forth in this Letter of Engagement, including the attached GENERAL STATEMENT OF ENGAGEMENT TERMS AND BILLING PRACTICES and hereby engages Cole, Scott & Kissane, P.A. as set forth in this letter.

By: _____

Name: _____

Title: _____

Date: _____

**GENERAL STATEMENT OF ENGAGEMENT TERMS
AND BILLING PRACTICES**

RE: *Oakland Park Dixie, LLC v. The City of Oakland Park, et. al.*
Case No.: CACE-26-003633

Fees. Our general policy is to calculate fees for legal services on the basis of a range of hourly billing rates for each lawyer and paralegal engaged in providing such services, multiplied by the number of hours (or fractions thereof, in increments of one-tenth of one hour) devoted to the rendering of such services by each such lawyer or paralegal. Please note that telephone calls are billed at a minimum of one-tenths (.10) of an hour no matter how short its duration.

In serving our clients, we attempt to utilize those lawyers and paralegals having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers and paralegals who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the office in which most of those services are likely to be rendered, the degree of legal experience and knowledge required in order to achieve the client's objective, the availability of lawyers and paralegals to work on the engagement, and their hourly billing rates.

A range of hourly billing rates is determined for each of our lawyers and legal assistants on the basis of that person's seniority, experience or area of practice, and the geographic location of the office in which that person works. The hourly billing rates may be adjusted annually, usually as of January 1. The ranges of hourly billing rates for our professionals likely to be involved in rendering services in connection with your matter has been supplied at your request.

Deposits. As a matter of Firm policy and in light of the expected work involved in this representation, we may require that you pay us an advance retainer payment to be applied against our fees, expenses, costs and other charges, as commensurate with our agreement and as set forth in the Letter of Engagement.

Any deposits that we receive from you will be placed in our client trust account on your behalf and **are refundable to the extent not subject to disbursement.** In light of the amount of the deposit we have requested in this case, we expect that it will be placed by us in our unsegregated trust account. Interest earned on that account, pursuant to Florida Supreme Court Rule, is paid to the Florida Bar Foundation through the Florida Interest on Trust Account ("IOTA") to be used for providing civil legal assistance to low-income individuals, improving the administration of justice and promoting such other programs for the benefit of the public approved by the Florida Supreme Court.

Deposits are received with the understanding that we are expressly authorized to withdraw from the trust account the sums necessary to pay for services as they are performed and expenses as they are incurred. You will be notified in writing of the amounts applied or withdrawn, and you will be provided with a statement explaining the services rendered and the costs incurred. If the charges for services and costs exceed the balance on deposit, the statement will show the excess due and payable. We may also request additional deposits to cover further services and costs, if circumstances warrant. When our services are completed, you will receive a final invoice. Any remaining balance after payment of our final invoice will be returned to you.

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Representation in Other Matters. We are a busy law firm and we represent many other companies and individuals. To avoid any misunderstanding in connection with our current and any future engagement for you, we confirm that we have not been asked to act as counsel for the City as to any matters other than in connection with the subject lawsuit, and Engagement in any such other relationships must be separately entered into.

It is possible that some of our present or future clients could have disputes with you during the time that we are representing you. Therefore, as a condition to our undertaking this engagement, you have agreed that our Firm may continue to represent or may undertake in the future 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 client, in those other matters, are directly adverse to you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of our representation of you we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the disadvantage of you.

Litigation and Dispute Resolution Matters. The outcome, cost and the course of most litigation matters cannot be predicted. Should you ever have questions or concerns, we encourage you to contact us. Your timely and full cooperation and assistance will play a critical role in our efforts. You always retain the right to determine whether a compromise should be pursued and accepted, or, alternatively, whether the matter should be pursued to adjudication on the merits at trial and thereafter to an appeal. While we cannot assure you that there will not be an adverse outcome, our efforts always are directed toward obtaining the most satisfactory resolution of this matter for you that is possible.

Termination of Engagement. You may terminate our engagement with or without cause at any time upon written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We have the same termination right, subject to an obligation to give you reasonable notice to arrange alternative representation. We may terminate our engagement for any of the reasons permitted under the Florida Rules of Professional Conduct, including your failure to promptly pay our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This Statement constitutes reasonable warning that we will withdraw from representing you in this matter if you fail substantially to fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 4-1.16 of the Rules Regulating the Florida Bar, a copy of which we will provide you upon request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, in which event you agree in advance to our withdrawal.

Subject to any limitations imposed by a court, we will provide reasonable notice of termination so that arrangements can be made for alternate representation. However, our services during that time will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel has not been located within ten (10) days of the notice of

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termination of representation, you nonetheless agree that appropriate papers allowing Cole, Scott & Kissane, P.A. to withdraw may be filed. In either event, attorneys' fees and costs incurred on or before the date of termination or withdrawal, whichever is latest, must be paid as described above.

Our attorney-client relationship will also terminate when a matter for which our Firm was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, neither you nor the firm has a duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. Our engagement may necessitate that we prepare an agreement which provides for ongoing rights and obligations on your part. In the event a dispute concerning the interpretation or enforceability of such an agreement may subsequently arise after our engagement has been terminated, you may not assume that the Firm will continue to be free to represent you in such a dispute unless there is an express written agreement to do so.

Retention of Files. Generally, we keep each client's legal files in electronic form for ten (10) years after we close the file. After ten (10) years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

Litigation for Failure to Pay Fees. In the unlikely event that it would become necessary to institute a formal proceeding against you for the collection of our fees or costs advanced by the Firm on your behalf, it is understood that you will pay, in addition to any adjudication for such fees and advanced costs, all additional costs and expenses necessitated by our having to institute such a proceeding including reasonable attorneys' fees.

Charges: Our billing statements to our Clients are normally rendered on a monthly basis, and often include certain charges other than fees for legal services. In this regard, we ask that you stay current with our office on a monthly basis. These charges may include third-party expenses (including, but not limited to filing fees, court reporters and travel) and internal expenses. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. The Firm as elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners. The internal charges will be billed in the following way:

Administrative Fee: The client may be charged a "one time" Administrative Fee for preparation and the opening of the Client's matter. For matters involving litigation, there may be additional organizational charges in preparation of the trial.

Facsimile: Clients are charged \$1.00 per page plus the telephone expense for outgoing faxes. There is no charge for incoming faxes.

Mail: There is a charge for regular mail. Additionally, Clients are charged the actual cost of express mail and bulk mailings, as well as air express couriers.

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, Firm personnel may be used in lieu of an outside messenger service to reduce delivery time. In those cases, delivery charges are competitive with those of the outside messenger.

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Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Photocopying: The Firm charges \$.25 per page. Copying by outside vendors when required by size or time constraints of the specific project is charged at actual cost.

Computerized Support Services including Word Processing: Clients are not billed for computerized support services, including word processing services.

Computer Research: The Firm uses Westlaw and CD-ROM computer-assisted research. The Firm contracts for these services in bulk and for several years in advance. The Firm bills clients at the vendor's regular rates to third parties without discount.

Long-Distance Telephone Calls: To ensure availability and quality transmission of voice and data, the Firm contracts with long-distance carriers for these services in bulk and for several years in advance. Long-distance calls are billed at the standard direct dial rates to third parties without discount.

Means of Invoice/ Retention Fee Payment: The Firm Invoice(s) may be by wire transfer, check, and ACH, unless otherwise agreed. The Firm as a courtesy to clients has the ability to accept payment by credit card, money order, and cash payment. The Firm however accepts payment by credit card, money order, and cash payment only on a case-by-case basis, upon request by a client and with written authorization and approval from the Firm. In the event payment is made by credit card, you hereby agree to pay a Processing Fee equal to 3% of the Invoice amount. The Processing Fee shall be included as an additional charge at the time of processing.

Applicable Law and Venue: Florida law will govern our attorney-client relationship. The exclusive venue shall lie only in Broward County, Florida.