



Jeffrey A. Lamken
MoloLamken LLP
600 New Hampshire Avenue, N.W.
Suite 500
Washington, D.C. 20037
T: 202.556.2010
F: 202.536.2001
jlamken@mololamken.com
www.mololamken.com

March 10, 2020

Dylan Reingold
County Attorney
Indian River County Attorney's Office
1801 27th Street
Vero Beach 32960-3388
(772) 226-1427
dreingold@ircgov.com

Re: *Indian River Cty., Fla. v. United States Dep't of Transportation*, 945
F.3d 515 (D.C. Cir. 2019)

Dear Mr. Reingold:

Thank you for selecting MoloLamken LLP to serve as your counsel. This letter will confirm our engagement and describe the basis on which our firm will provide legal services to you.

Scope of Engagement

MoloLamken LLP (the “firm,” or “we”) has been engaged to represent Indian River County, Florida and Indian River County Emergency Services District (the “Client” or “you”) in connection with a petition for a writ of certiorari to the U.S. Supreme Court from the decision of the D.C. Circuit in the above-captioned matter, including the preparation and filing of your petition for a writ of certiorari, petition appendix, and reply for the petitioner (“the matter”). Should the petition be granted, the engagement will also include the preparation and filing of an opening brief, appendix, and reply brief, as well as the presentation of oral argument before the U.S. Supreme Court. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter, related or unrelated. Absent written modification, which may be by email, we agree that the scope of our work is limited to the matter set forth above.

Identification of the Client

Our client in this matter will be solely the Client as identified above. Our representation of the Client in this matter does not necessarily give rise to a lawyer-client relationship

between the firm and any of the Client's affiliates, relatives, companies, business ventures, directors, officers, employees, or agents.

Client Responsibilities

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business.

Advice About Possible Outcomes

Either at the commencement or during the course of our representation, 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 our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee. We cannot and do not guarantee or promise any outcome. There are many factors outside our control that may play a role in a given outcome.

Termination of Engagement

You may at any time terminate our services and representation. We reserve the right to withdraw our representation, as limited by the applicable rules of professional conduct, upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interest in the above litigation. You agree that failure to pay past-due fees and expenses may be grounds for withdrawal.

Conclusion of Representation: Retention and Disposition of Documents

Your papers and property will be returned to you upon request. Unless you instruct us differently in writing, after seven years following the conclusion of this matter, we will, at the firm's option, return all of the files to you at your cost or simply destroy them.

Post-Engagement Matters

You are engaging the firm to provide legal services in connection with a specific matter. After the matter concludes, 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 litigation to provide additional advice on issues arising from the litigation, the firm has no continuing obligation to advise you with respect to future legal developments.

Fees

Our preference is to establish fee arrangements with clients that promote efficiency and reward success.

Our fee agreement is set forth in Exhibit A, which is incorporated in this letter.

Costs

We believe that we should be responsible for our own overhead. Accordingly, we do not charge for ordinary expenses such as electronic research services, ordinary copying, local travel, secretarial overtime, postage, etc. The Client is responsible for extraordinary expenses such as experts, consultants, investigators, translation, travel, special database searches, electronic data collection and processing, extraordinary copying, printed briefs, outside messenger and delivery service, trial site expenses, and filing fees.

Payment of Statements

Statements will be rendered monthly for work performed and expenses recorded on our books during the previous month or pursuant to an alternative agreement. We will send our statements via email and, if you request, via regular mail. Payment is due promptly upon receipt of our statements and you agree to provide payment no later than 30 days following issuance of the invoice.

We strongly prefer payment by wire transfer. Our wire transfer instructions are:

For Domestic Wires:
MoloLamken LLP
Signature Bank
6400 N. Northwest Hwy
Chicago, IL 60631

For Foreign Wires:
MoloLamken LLP
Wells Fargo Bank, N.A
420 Montgomery Street
San Francisco, CA 94104

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International SWIFT: WFBIUS6S

Conflicts and Prospective Waiver

The nature of our practice is such that occasionally the firm may concurrently represent a client that is adverse to another client in a case or matter that is not substantially related to our current representations of either client. We would do this only if, in our professional judgment, we can undertake the concurrent representation without adversely limiting the responsibilities we have to either client.¹ In such a situation, we consider the needs of both clients before undertaking any such representation.

Given the nature of our practice, you agree that attorneys at the firm may represent a party with interests adverse to yours under those circumstances. If we discover a conflict after work has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties. We agree, however, that your prospective consent to conflicting representation will not apply where, as a result of our representation of you, we have obtained sensitive, proprietary, or other confidential information that, if known to our other client, could be used by the other client to your material disadvantage, unless any confidential information we have obtained would be screened from the lawyers working for our other client.

Resolution of Disputes

We look forward to a productive relationship as your counsel. In the unlikely event of a dispute between you and the firm arising under or relating to this letter agreement or the services provided by the firm, both you and the firm agree that any such dispute shall be resolved exclusively by final and binding confidential arbitration pursuant to the JAMS Comprehensive Arbitration Rules & Procedures, as they may be amended from time to time. Any such arbitration shall be conducted in New York and governed by the laws of the State of New York, without regard to choice of law principles. The arbitration shall be conducted by a sole arbitrator appointed pursuant to JAMS rules. The award shall require the non-prevailing party to pay all reasonable attorney's fees, costs, and expenses incurred by the prevailing party in connection with the arbitration. For purposes of enforcement of any award or the terms of this agreement, the Client consents to exclusive jurisdiction in the County, City, and State of New York and waives any claim of inconvenient forum.

Pursuant to the foregoing paragraph, the firm and the Client agree that, in the event a dispute should arise as to the attorney's fee for legal services, they will resolve the fee

¹ For purposes of this engagement letter, use of the term "substantially related" is consistent with the use of such phrase in ABA Model Rule of Professional Conduct 1.9, District of Columbia Rule of Professional Conduct 1.9, and New York Rule of Professional Conduct 1.9.

dispute by arbitration before an arbitral forum outside Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), and that the arbitration shall be governed by the rules and procedures of that forum. By signing this agreement, the firm and the Client acknowledge that they have received and read the official written rules, instructions and procedures for both Part 137 and the New York County Lawyers' Association local program as well as the JAMS Comprehensive Arbitration Rules & Procedures, and that the Client has been advised (1) that the Client has the right to use the fee arbitration procedures of Part 137; and (2) that the Client is not required to agree to arbitrate this fee dispute in an arbitral forum outside Part 137. The Client has also been advised of any fees associated with using the JAMS Comprehensive Arbitration Rules & Procedures. By signing this engagement letter, the firm and the Client agree to waive their rights with regard to arbitration pursuant to Part 137, which includes the right to reject the arbitrator's award by commencing an action on the merits (trial de novo) in a court of law. The firm and the Client further agree to waive the monetary restrictions of Section 137.1 in submitting the dispute to arbitration. By signing this agreement, you represent that you have read and understood the foregoing instructions and procedures.²

* * *

To the extent that anything in this letter conflicts with billing guidelines or policies you may have, you understand and agree that the terms set forth herein that are unrelated to billing policies and guidelines control and are a condition of our undertaking this representation regardless of whether this letter is countersigned.

Please review this letter carefully. Please sign the enclosed copy of the letter below and return it to me at your earliest convenience. Our commencement of and continuation of work on your behalf at your direction shall constitute agreement to these terms. Please do not hesitate to call me if you have any questions.

Sincerely yours,

Jeffrey A. Lamken
MoloLamken LLP

² The rules, instructions and procedures for Part 137 can be found at <https://www.nycourts.gov/admin/feedispute/part137.shtml>. The New York County Lawyers' Association Local Program Rules can be found at <https://www.nycourts.gov/admin/feedispute/Rules/NyclaRules.pdf>. The JAMS Comprehensive Arbitration Rules & Procedures can be found at <https://www.jamsadr.com/rules-comprehensive-arbitration>. Information on JAMS fees can be found at <https://www.jamsadr.com>.

Indian River County, Florida

March 10, 2020

AGREED TO AND ACCEPTED:

Indian River County, Florida
Indian River County Emergency Services District

By: _____

Title: _____

Date: _____

Exhibit A

Fee Agreement

The firm will bill the Client a flat rate of \$200,000.00 as its fee for preparing the petition for a writ of certiorari and an associated reply. Printing costs will be borne by the Client (subject to the limitation on total printing costs below). Of the \$200,000, \$100,000 is to be paid immediately; and \$100,000 upon the filing of the petition for a writ of certiorari.

In the event the Supreme Court grants review, the fee for handling the case on the merits shall be \$400,000.00, with the Client bearing all printing costs (subject to the limitation on total printing costs below). Of the \$400,000, \$160,000 shall be paid upon the filing of the opening brief; \$160,000 upon filing of the reply brief; and \$80,000 one week before the oral argument.

Notwithstanding the above, the Client shall be responsible for no more than \$8,000 in printing costs for all stages before the Supreme Court, including any printing necessary if the Supreme Court grants review. Any printing costs for the matter beyond \$8,000 will be borne by the firm.

For your information, our hourly rates are currently:

Steven F. Molo	\$1,400
Jeffrey A. Lamken	\$1,275
Partners	\$775 - \$975
Counsel	\$750 - \$775
Associates	\$625 - \$725
Discovery Counsel	\$425 - \$500
Paralegals	\$210

These billing rates are subject to change from time to time and will be reflected in our bills to you.