

SCOTT A. SNAVELY, P.A.
ATTORNEY AT LAW

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April 1, 2022

Kirk B. Reams
Clerk of Circuit Court, Jefferson County
1 Courthouse Circle
Monticello, Florida 32344

Re: *Jefferson County Board of County Commissioners v.
Kirk B. Reams, Clerk of Circuit Court, Jefferson County*

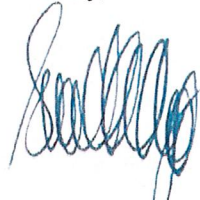
Dear Kirk:

This letter confirms that you have engaged my law firm to represent you, in your official capacity as Clerk of Circuit Court, Jefferson County, in a pending dispute with the Jefferson County Board of County Commissioners ("JCBOCC"), related to a JCBOCC decision to conduct a forensic audit of Clerk's office. It is my policy to confirm in writing the nature of an engagement as well as the terms of the legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact me with any questions you may have before you sign.

Representation is limited to the matter(s) specified in this Agreement, as stated above, and as specified in the "Scope of Representation" section of the attached Representation Agreement. To the extent you wish to retain me to represent you in any other matter, you will be required to sign a separate engagement agreement describing the scope of any additional representation *prior* to beginning legal services on another matter.

Please review the proposed Engagement Agreement, and sign, date and return the signed original to my office. On behalf of the law firm, I appreciate the opportunity to represent you in this case.

Sincerely,



Scott A. Snavely

SAS/wb

ENGAGEMENT AGREEMENT

Scope of Representation: The law firm of Scott A. Snavely, P.A. (hereafter "Attorney") has been engaged to represent Kirk B. Reams, as Clerk of Circuit Court, Jefferson County (hereafter "Client"), in a pending dispute with the Jefferson County Board of County Commissioners ("JCBOCC"), related to a JCBOCC decision to conduct a forensic audit of Clerk's office. The parties acknowledge that each anticipates the dispute will end up in litigation. Client acknowledges there are no other legal matters for which he is engaging the Attorney at this time. Client acknowledges that this agreement does not apply to any subsequent or additional legal matter(s) for which representation is requested, and further acknowledge that a separate engagement agreement will be required before any legal services are provided for any such subsequent or additional matter(s).

Limitations on Scope of Representation: The scope of the firms' legal representation does not include advice or services regarding accounting, tax, estate planning, personal financial matters, surveying, business management, or similar non-legal matters or advice. If you wish for us to consult with other professionals retained by you regarding such things, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

Effective date: This Agreement shall be effective as of March 14, 2022, irrespective of the date each party signs.

Fees and Invoices for Fees: We will submit an invoice approximately every thirty (30) days. Expenses will be separately itemized on the bill and our fees will be charged as indicated below. Payment of all invoices is due upon receipt. Invoices are past due if not paid within fifteen (15) days of receipt. You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a court order, settlement or judgment. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment, if any.

The following hourly rates shall apply:

\$300 per hour for the services of attorney Scott A. Snavely;

\$75 per hour for the services of the legal assistant.

As security for anticipated attorney fees and costs to be incurred in the representation, we require that you pay an initial retainer of \$3,500. The initial retainer is to be applied to our periodic invoices for services rendered.

Expenses: In the course of providing legal services for you, the Attorney may elect to incur or advance, but is not required to incur or advance, out-of-pocket expenses for which the need could arise during the course of the representation, for items provided by 3rd party vendors, such as: consulting expert fees, surveyors, accountants, court reporter appearance and transcription fees, service of process fees, computerized legal research, overnight or special delivery service, postage, photocopying, and other similar charges. For any such out-of-pocket expenses advanced or paid by the Attorney on behalf of Client, the actual cost of such advanced expenses will be added to your bill and listed on our firm invoices as "disbursements." Third-party expenses may also be forwarded directly to you for payment. As is typical, expense disbursements may not be current at the time of final billing as third party invoices may not have been received at the time a final invoice is provided. Remaining disbursements, if any, will be billed at a later date, upon receipt.

Late Payment Service Charge. If you fail to pay our invoices in full, on or before 15 days from receipt of each invoice, we reserve the right to assess you with a monthly service charge equal to 15% APR on the outstanding balance of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In Event of Non-Payment. In the event that we are required to take any action, including filing of any lawsuit or proceeding of any kind to collect or secure any late payment or assessed monthly service charges, you will be required to pay for all costs of collection, including without limitation, all filing fees, third-party costs and expenses and attorney's fees incurred for our efforts in collecting or securing such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work. We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

Responsibilities of Law Firm and Clients: We will provide legal services, as previously described in the "Scope of Representation" and "Limitations on Scope of Representation" sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf. You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You agree to provide us with factual information and materials as we request in order for us to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters, business management, or other non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing. As a matter of our professional responsibility and as long as in our judgment it will not substantively impact your legal position in this matter, we retain

control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or before the Court or tribunal. It is your duty to keep us informed of your mailing address and other contact information. If at any time during the course of this representation your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

Termination: You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf from the beginning of the representation until written notice of termination is received by our firm, and if applicable, all costs of collection as set forth "In the Event of Non-Payment" section of this Agreement. To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

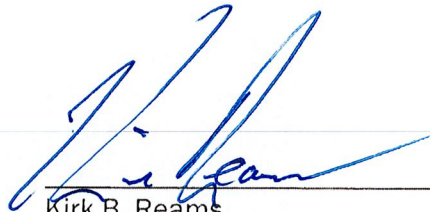
File Retention and Destruction Policy: At the conclusion of this matter, we will return to you the original attorney file and all original papers provided by you during the litigation - you agree that you are responsible to maintain or store the file. We reserve the right, but are under no obligation, to retain an electronic copy of your file; however, you acknowledge that you will not rely upon the attorney to maintain an electronic copy of your file for any specific period of time after the representation is over. If we elect to retain an electronic copy of your file, upon request we will provide a copy to you, but we reserve the right to charge reasonable administrative fees and costs associated with research, retrieval, duplication and delivery of an electronic copy of your file.

No Guarantee of Success: It is specifically acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

Client Review of this Agreement: You have a right and are encouraged to review this engagement agreement away from this firms' office prior to signing it. You likewise have the right to have this engagement agreement reviewed by another attorney prior to signing it. If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately.

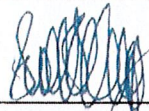
Agreed by:

Date: 4/1/2022



Kirk B. Reams
As Clerk of Circuit Court,
Jefferson County, Florida

Date: 4/1/2022



Scott A. Snavelly on behalf of
Scott A. Snavelly, P.A.