

CLIENT(S) ENGAGEMENT AGREEMENT

1. **PARTIES:** Voight, P.A. ("Law Firm") and Flagler County Supervisor of Elections (individually and collectively referred to as "Client").

2. **SCOPE OF ENGAGEMENT:**

The Client does hereby retain and employ the Law Firm as my attorney to represent me in the following capacity:

- **General Counsel for Supervisor of Elections in Flagler County**
- **Attend meeting on 9/12/14 at 2:30 pm in Bunnell, Florida**
- **Attend Canvassing Board Scheduled Meetings:**
 - **October 17, 2014 at 9 am**
 - **October 22, 2014 at 8 am**
 - **October 24, 2014 at 8 am**
 - **October 29, 2014 at 8 am**
 - **November 3, 2014 at 3 pm**
 - **November 4, 2014 at 6 & 7pm**
 - **November 6, 2014 at 5:01 pm**
 - **November 14, 2014 at 4:30 pm**
 - **November 19, 2014 at 10 am**
- **Travel time is billed at a reduced hourly rate from \$250/hr. to \$35/hr. at 3 hours per round trip.**
- **Travel expenses are billed at cost for \$30 per round trip.**

3. **ASSUMPTIONS:** All assumptions used will be presented in writing to the Law Firm. A list of the information needed to complete the project will be provided to Client. Client shall thereafter be responsible for informing the Law Firm of all documentation and other relevant information; this is due to the fact that the Client is in the position of controlling all information. The report, products, or services rendered by the Law Firm can only be as accurate as the information provided. **Client assumes full responsibility for any mistake in assumptions or information provided to the Law Firm, or any ancillary company.**

4. **DURATION/DISCHARGE/TERMINATION:** The duration of the Attorney/Client relationship shall be limited to the reasonable amount of time necessary to complete the above outlined tasks in Section 2, Scope of Engagement. This contract may be canceled by written notification to the attorney at any time within 3 business days of the date this contract is signed, as evidenced below, and if canceled, Client shall only be obligated to pay any fees to the Law Firm for the work performed during that time. If the Law Firm has advanced funds to third parties in representation of Client, the Law Firm is entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of Client. The Law Firm retains the right to withdraw from representation, at any time, pursuant to the Florida Rules of Professional Responsibility.

5. **COMPENSATION WITH RESPECT TO THE ENGAGEMENT:** The Client agrees to retain the Law Firm for the specific purpose of performing under the specific Scope of Engagement outlined in Section 2. Client agrees that the Law Firm charges a flat rate attorney fee of \$5,000.00, payable and due upon execution of this Engagement Letter. Travel time and travel expenses have been contemplated in the flat fee. Should litigation or additional meetings be required beyond these outlined in Section 2, additional work will not begin until written approval for the additional time and fee is approved by the Client, however, the work outlined in Section 2, will not be interrupted or suspended and will be completed in its entirety.

6. **BILLING:** The Law Firm bills its Clients on a monthly basis. Bills are payable immediately when received. Bills not paid within thirty (30) days will be charged a late charge at a simple interest rate of twelve percent (12%) per year.

7. **INDEMNIFICATION:** Client acknowledges and agrees to wholly indemnify the Law Firm, its agents, representatives, and its affiliates from any and all civil liability incurred by the Law Firm or its affiliates as result of false, misleading, or inaccurate information provided by the Client pursuant to this engagement. Client is wholly

responsible for reading, understanding, and otherwise possessing full knowledge of any and all contracts, correspondences, and materials that are a result of this engagement and derivative products and services.

8. **CLIENT RESPONSIBILITIES:** In order for the Law Firm to provide sound legal services, Client must provide full and accurate disclosure of all relevant information and documents in a timely manner. Client agrees to immediately advise the Law Firm of any material changes that may affect this representation. The Law Firm reserves the right to terminate the relationship at anytime if Client fails comply with this section 9 of the engagement.

9. **MODIFICATION:** This engagement shall not be modified except by amendment, in writing, and signed by Voight, P.A. and the Client. Electronic signatures shall constitute an original signature for this section only. No waiver of this engagement shall be construed as a continuing waiver or consent to any continuing or subsequent breach thereof.

10. **ENTIRE AGREEMENT:** This engagement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this engagement, nor any waiver of any rights under this engagement, shall be effective unless embodied in a written addendum and signed by the party to be charged.

11. **SEVERABILITY:** If one or more of the provisions in this Engagement are deemed void by law, then the remaining provisions will continue in full force and effect.

12. **ADDITIONAL ACKNOWLEDGMENTS:** Both parties acknowledge and agree that: (a) the parties are executing this engagement voluntarily and without any duress or undue influence; (b) the parties have carefully read this engagement and have asked any questions needed to understand the terms, consequences, and binding effect of this Engagement and fully understand them; and (c) the parties have had an opportunity to seek the advice of an attorney of their respective choice prior to signing this engagement.

13. **FURTHER DOCUMENT:** If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

14. **WAIVER OF CONFLICT:** Client, Flagler County Supervisor of Elections, acknowledges that a conflict of interest may arise between Client and another party with respect to the services requested in Section 2 of this agreement. Client hereby knowingly waives any possible conflict and acknowledges that Client has been duly afforded the ability to seek independent counsel regarding this express waiver.

15. **FILE RETENTION:** At the conclusion of this matter, we will retain your legal files for a period of 3 years after we close our file. At the expiration of the 3 year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

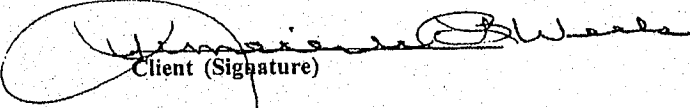
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Initials

16. NO PROMISE OF OUTCOME: VOIGHT has made no promise regarding the outcome of my legal matter, and has advised me that litigation in general is risky, can take a long time, can be costly and frustrating. VOIGHT, P.A. has the right to cancel this agreement and withdraw from this matter if, in the opinion of VOIGHT, P.A., I do not have a good possibility of settlement; I refuse to follow the recommendations of VOIGHT, P.A.; I fail to abide by the terms of this agreement; if continued representation would result in violating the Rules of Professional Conduct; or at any time as permitted under the Rules of Professional Conduct.

This Agreement, consisting of 3 page(s), including this page, is entered into this 19th day of September 2014.

Kimberle B. Weeks
Client (Print)


Client (Signature)

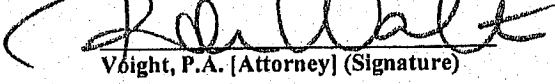
Client (Print)

Client (Signature)

William Voight II
Voight P.A. [Shareholder] (Print)


Voight, P.A. [Shareholder] (Signature)

Roberta Walton
Voight, P.A. [Attorney] (Print)


Voight, P.A. [Attorney] (Signature)

Client Contact Information:	
Phone Number:	<u>386-313-4170</u>
Mailing Address:	<u>PO Box 901</u> <u>Bunnell FL 32110</u>

Email Address:	<u>KWeeks@FlaglerElections.com</u>

Initials —

Roberta Walton

Check Date: Sep 30, 2014

031847

Check Amount: \$5,000.00

Item to be Paid - Description

Legal

5,000.00

**FLAGLER COUNTY
SUPERVISOR OF ELECTIONS
KIMBERLE B. WEEKS**

1769 E. WOODY BLVD
BLDG. 2 - SUITE 101
BUNNELL, FL 32110
386-313-4170



Bank of America
Bunnell, Florida

63-27
631 263

031847

COPY

PAY Five Thousand and 00/100 Dollars

DATE AMOUNT
Sep 30, 2014 *****\$5,000.00

TO THE ORDER OF: Roberta Walton
7680 United States Blvd., Ste. 100
Orlando, FL 32819

FLAGLER COUNTY SUPERVISOR OF ELECTIONS