Shutts

February 7, 2020

Hon. Bill Galvano
The Florida Senate
404 South Monroe Street
Tallahassee, Florida 32399-1100

Re: Legal Representation

Dear President Galvano:

Thank you for selecting this firm to represent the Florida Senate as lead outside counsel on redistricting and reapportionment matters. This letter and the enclosed Terms of Engagement will describe the basis on which our firm will provide legal services.

As we have discussed, our client in this matter will be the Florida Senate and not any of its individual members. We have been engaged to provide legal advice and counsel to the Florida Senate in all aspects of its decennial redistricting and reapportionment efforts. The specific legal services envisioned would include legal research to ensure that the members and staff of the Florida Senate are informed about redistricting law; attendance at Senate redistricting committee meetings; advice and counsel in developing legislative and congressional redistricting plans; representation of the Florida Senate before the Florida Supreme Court during the judicial review of legislative apportionment provided by the Florida Constitution; representation of the Florida Senate in any other judicial proceedings related to redistricting or reapportionment; coordination with other counsel retained by the Florida Senate; and other related tasks as assigned by the President of the Florida Senate.

We have agreed that our engagement is limited to performance of services related to this matter. Because we are not your general counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our hourly billing rates for lawyers currently range from $250 per hour for new associates to $950 per hour for senior partners. These billing rates are subject to change from time to time. Daniel Nordby will be primarily responsible for handling this matter. The hourly billing rate for Mr. Nordby and other firm partners on this matter will be $595. The hourly billing rate for firm associates on this matter will be $295. The hourly billing rate for firm paralegals on this matter will be $195.

Additional information regarding fees and other important matters appears in the enclosed Terms of Engagement, which are incorporated as part of this letter and which you should review carefully before agreeing to our engagement. Please indicate your acceptance of the terms of this letter and our Terms of Engagement by signing and returning a copy of each document to me. Please call me if you have any questions.

Sincerely yours,

Daniel E. Nordby

AGREED TO AND ACCEPTED:
Florida Senate

By: Lisa A. Vickers

Title: Chief of Staff

Date: 2-12-2020

APPROVED
BY
DATE 2/20/20

ATTORNEY-CLIENT PRIVILEGE/WORK PRODUCT

Revised June 2014

SHUTTS & BOWEN LLP

TERMS OF ENGAGEMENT (LITIGATION)

We appreciate your (the "Client") decision to retain Shutts & Bowen as your legal counsel. Although our engagement is limited to the matter(s) identified in the engagement letter that accompanies this attachment, the terms of engagement set forth herein and in that letter will govern the relationship between us (including all of the Client's subsidiaries and affiliates) on this and all future matters, regardless of the scope of any such future legal services, unless modified in a writing signed by both the Client and the Firm. The following summarizes our billing practices and certain other terms that will apply to our initial and any future engagement to represent you.

1. **MONTHLY BILLING**: We bill monthly throughout the engagement for a particular matter, and our statements are due when rendered. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally responsible for our fees with respect to the subject of representation. Our statements contain a concise summary of each matter for which legal services were rendered and a fee was charged. We record and bill our time in one-tenth hour (six minute) increments.

2. **ESTIMATES**: When establishing fees for services that we render, we are guided primarily by the time and labor required; the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk; the time constraints imposed by the client and/or the circumstances; and the inability to work on other matters in order to devote time to you, the Client.

As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any discussion of fees and costs that we may have had represents only an estimate of such fees and costs. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter since we cannot guarantee any particular result or forecast the outcome of a legal matter with precision and 100% accuracy.

3. **ANNUAL ADJUSTMENT OF RATES**: This Firm annually adjusts its billing rates for lawyers and paralegals. Notwithstanding the Firm's annual adjustments of billing rates, the hourly billing rates charged by the Firm to the Florida Senate will only be adjusted through an addendum executed by both parties.

4. **EXPENSES**: In addition to legal fees, our statements may include out-of-pocket expenses that we have advanced on your behalf and other charges (which may exceed direct costs) for certain support activities. Advanced costs generally will include such items as travel expenses, filing, recording, certification, and registration fees charged by governmental bodies, facsimile charges, long distance telephone calls, courier services, computer research, photocopying expenses, and court reporter charges. The Firm, however, reserves the right not to advance expenses which exceed $100 and the Client may be asked to pay such expenses in advance.

Routine computer-assisted legal research services will not be reimbursed.

The Florida Senate will reimburse the Firm for authorized travel and per diem expenses incurred as a result of this representation; however, reimbursement(s) must be in accordance with the travel guidelines of the Florida Legislature and section 112.061, Florida Statutes, and all travel must be approved by the Florida Senate's contract manager before the costs are incurred.

5. **THIRD PARTIES SUCH AS EXPERTS AND COURT REPORTERS**: During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and court reporters. Because of the attorney-client privilege and "work product" protection afforded to services that an attorney requests from third parties, in certain situations our Firm, with your consent, may assume responsibility for retaining the appropriate service providers. The Client, however, will be responsible for paying all fees and expenses of third party service providers who render services for your benefit. You will be consulted in connection with any third parties whose services we engage to assist in your representation.

6. **DELINQUENCIES**: If our monthly statements are not paid timely after they are rendered, we reserve the right to discontinue services until our account is brought current. You agree that non-payment of statements shall entitle us to withdraw from your representation and you agree not to contest any such withdrawal and to execute such documents as will permit us to withdraw.

7. **NO GUARANTEES**: Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our Firm is intended to be an expression of opinion only, based on information available to us at that time, and should not be construed as a promise or guarantee. We have made no warranties or guarantees about an outcome or result.

The only thing predictable about a lawsuit is its unpredictability. Success in a lawsuit means different things to different people and is a highly subjective concept. Lawsuits are not subject to quantitative or mathematical formulae. The outcome of a lawsuit depends on a host of variable facts which differ from case to case and individual to individual. Predicting the outcomes of lawsuits and the possibility of monetary recoveries with accuracy is impossible. But be forewarned that lawsuits can be expensive, time-consuming and disruptive to your life. The process of "civil discovery" will lead to you being deposed and having to produce a large amount of records. While your attorney can and will assist you in this regard, you will be spending much time assisting in the preparation of the case since it is your lawsuit in which you have a personal stake. Accordingly, please do not entertain any unrealistic expectations of obtaining a specific result. Our objective will be to help you achieve in every ethical and legal way we can the best result that a strong effort, the law and the facts will permit.

8. **SCOPE OF DUTIES OF FIRM AND CLIENT**: We will provide the legal services generally described in the engagement letter that accompanies this attachment. You will provide us with such cooperation and truthful and accurate factual information and materials as we require to perform legal services on your behalf. Failure of the Client to disclose material facts to us truthfully and accurately and/or to cooperate with us or otherwise fulfill the terms of our engagement may lead to our decision to withdraw from the representation and it is understood and agreed that Client will not oppose such a decision if it is made. It is also understood that you are not relying on us for business, investment, financial, or accounting advice or to investigate the character or credit of persons with whom you may be dealing, unless otherwise requested and agreed to by the Firm. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. Client is encouraged to request at any time information pertaining to the subject of the representation.

9. **ADHERENCE TO SENATE WORKPLACE HARRASSMENT POLICIES**: The Firm will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited) which is attached as Exhibit A. If the Senate amends Policy 1.60 during the term of the Contract, the Firm will be sent a copy of the amended policy which they shall adhere to. The Parties agree that this is a material condition to the execution of the contract and any violation of the Policy can be grounds for termination by the Senate. The Senate has sole discretion whether a violation has occurred and whether termination is warranted. In the event of a termination under this clause, the Firm shall immediately cease work upon receiving notice of termination. They will be paid under the contract for all work provided up to that point and will provide all work to the Senate.

10. **TERMINATION OF SERVICE**: Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless Client and the Firm have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either party subject to ethical restraints and the payment of all fees and costs. In the event that a court of competent jurisdiction refuses to permit Shutts & Bowen to withdraw upon termination, the Client remains responsible for fees and costs.

11. **RETURN OF CLIENT RECORDS, PUBLIC RECORDS**: During the course of our representation of you, you may be asked to provide to us various documents. We will hold these records for you during the pendency of our representation and for six months thereafter. We will retain the balance of your file for seven (7) years. It is your responsibility, however, to secure the return of your records.

Unless specially exempted by law, all records made or received by the Firm in conjunction with this Contract may be public records available for inspection by the public in accordance with the provisions of Article I Section 24, Florida Constitution, and section 11.0431, of the Florida Statutes. If the Firm receives a request for public records, the Firm shall immediately notify the Senate's Contract Manager of the request and shall coordinate the production of records to the requestor with the Senate's Contract Manager. However, in order to assure that records subject to any exemption are not disclosed, the Firm shall not allow any inspection of or otherwise disclose any information found in the documents or records unless and until so directed by the Senate's Contract Manager. Refusal of the Firm to allow public access to such records after approved by the Senate's Contract Manager shall constitute grounds for termination of this Contract.

12. **INSURANCE**: Our engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in this matter or for notification of your insurance carriers about the matter or advice to you about your disclosure obligations concerning the matter under any applicable law (for example, the securities laws).

13. **USE OF ELECTRONIC COMMUNICATIONS:** Client acknowledges that Shutts & Bowen LLP and Client may, during the course of this engagement, exchange information, convey documentation and otherwise communicate electronically with one another and, from time to time, with third parties in furtherance of the purposes of the engagement. For purposes of this provision, electronic communications include, but are not limited to, internet e-mail, instant messaging, facsimile, and wireless communications. Client further acknowledges that neither party has control over the performance, reliability, availability or security of such electronic communications. Consequently, Shutts & Bowen will not be liable to Client for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, disclosure, interception, corruption or alteration of any electronic communication.

14. **CHARGING LIEN/RETAINING LIEN**: The Client agrees that the Firm shall have a lien on all of the Client's documents and personal property and money in its possession or another's possession for the benefit of the Client, including any funds held in a trust or retainer account of the Client which is maintained at or through the Firm, in order to secure the payment of all sums owed by the Client to the Firm under this agreement. The Client also agrees that the lien extends to property or funds received or receivable by the Client by settlement, judgment, or otherwise, or which was an issue in litigation between the parties.

15. **CHOICE OF FORUM/CHOICE OF LAW**: In consideration of the Firm's agreement to represent the Client, the Client agrees that the validity and effect of this Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws, and agrees to submit to the personal jurisdiction of Florida courts in connection with the contractual relationship embodied in these Terms of Engagement. The Client and Firm ('Parties') hereby submit to the exclusive jurisdiction of any federal or state court sitting in Leon County, Florida for the purpose of any action arising out of or relating to this agreement (an "Action"), and agree that all such actions shall be heard and determined in such Florida federal or state court. Each of the Parties hereby irrevocably waives, to the fullest

extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Leon County, Florida.

16. **NO THIRD PARTY BENEFIT**. Nothing herein is intended to create any benefit for a third party. The attorney-client relationship which is the subject of this document and the accompanying cover letter would, if created, exist only between the Firm and the undersigned Client(s) unless expressly specified otherwise. A third person or entity who is not named herein as the "Client(s)" has no legal right to claim that this Firm owes it (them) any duty or obligation as a result of the execution of this document. The Firm's only duty of representation is to the Client(s) named herein and that duty arises only when the attorney-client relationship is established in conformity with the terms of this document.

The Client(s) named herein understands that (he(she)(it) should not say or do anything which might lead a third party to believe that this Firm is representing the interests of that third party. Whatever legal advice is given to the Client(s) by this Firm is intended only for the benefit and use of the Client(s).

17. **CLIENT'S ADVANCE CONSENT TO CONSULTATION WITH FIRM'S IN-HOUSE COUNSEL OR OUTSIDE COUNSEL.** In connection with our representation of the Client, the occasion might arise for us to consult with our General Counsel or other firm lawyers working with our General Counsel who do not perform work for the Client on the subject matter of the representation or with our own outside counsel at our expense, of course. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and the Client as to such consultation or resulting communications, particularly if a dispute were to arise between us and the Client. A condition of this engagement is that, in such circumstances, the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if doing so might be deemed adverse to the interests of the Client. The Client acknowledges that such communications are protected by our own attorney-client privilege from disclosure to the Client. Client agrees that such discussions and documents about legal and/or ethical issues affecting the firm's obligations will remain privileged and confidential.

Please read these Terms of Engagement carefully. Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any term is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

These Terms of Engagement and the attached cover letter contain the entire agreement between you and the Firm. There are no other agreements or understandings stated or implied. It is understood and agreed that any changes, modifications or alterations of these Terms of Engagement shall be in writing and executed by the Client and the Firm.

If you have any questions, please call me. If you agree to our representation on the terms described herein, please sign below and return this document (cover letter and Terms of Engagement) to me in the enclosed, self-addressed envelope.

By signing and returning a copy of this document (including the cover letter) to us, together with any requested Deposit, you authorize us to undertake your representation.

ACKNOWLEDGMENT

I have read and understand the foregoing and I agree to and accept the terms and conditions set forth herein.

AGREED AND ACCEPTED:

A. IF CLIENT(S) IS AN INDIVIDUAL(S)

_____
Printed Name

_____
Signature

Date: _____

_____
Mailing Address

_____
Telephone No.

_____
Facsimile No.

_____
E-mail

B. IF CLIENT IS A BUSINESS:

The Florida Senate
Name of Business

By: Lisa A. Vickers
Its: Chief of Staff
Date: 2-12-2020

_____
Mailing Address

_____
Tax I.D. No.

_____
Telephone No.

_____
Facsimile No.

_____
E-mail

APPROVED
BY
DATE 2/12/20