

# SNIFFEN & SPELLMAN, P.A.

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November 6, 2012

**Via: E-Mail & US Mail**

Commissioner Ronald Williams  
Mr. Dale Williams, County Manager  
Columbia County  
123 NE Hernando Avenue  
Lake City, Florida 32055

**Re: FLOW**

Gentlemen:

Thank you for the opportunity to address the October FLOW meeting regarding our representation of the group. I am impressed with the way the group has come together and our firm certainly looks forward to assisting your effort. As requested at the meeting, I have attached a fee agreement for your review and approval. In order to assist the group with its budgetary process, I have structured the agreement so that it is conducive to FLOW engaging us on particular matters or assignments on an as-needed basis. The agreement also contemplates that, if requested, we will provide you with our good faith estimate as to the hours and costs expected from any particular task. We will not exceed any agreed-upon cap as to a particular task without your prior written approval.

From a logistical standpoint, we suggest that FLOW consider designating someone from the Legal Sub-Group to act as our principal liaison with the organization. We will also copy Lou Merritt, FLOW's administrative secretary, with all of our correspondence.

As I indicated during my presentation to the group, it is our opinion that your best efforts as a group are best focused upon the legislative arena. I was happy to see Mayor Miller's October 26, 2012 press release on the "Floridian Aquifer System Sustainability Act of 2013". We have reviewed the draft legislation and find it to be a sound start. I am hopeful via your collective coordination with the League of Cities and Association of Counties you will be able to quickly find legislative sponsors for the bill. We can certainly assist in that regard as well as with any briefings you may desire to have with respect to the bill.

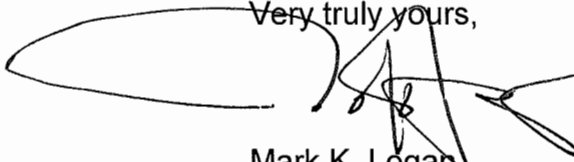
I'd also suggest that, if you haven't already done so, that representatives of the FLOW group meet with Commissioner Putnam. The Commissioner appears active on the need for long-term water conservation planning from an agricultural perspective.

There are obviously many fronts in play with respect to FLOW's efforts. The DEP Consumptive Use Consistency rule making effort is proceeding. DEP has scheduled three workshops in November on the proposed changes Rule 62-40.110, F.A.C. The North Florida workshop is scheduled for the 16<sup>th</sup> of this month in Tallahassee. Again, we are happy to provide you assistance with this effort.

Finally, I would note that there is a concerted effort afoot regarding a proposed constitutional amendment for the 2014 elections which would dedicate a fixed percentage of real estate sales tax dollars towards land and water conservation/restoration efforts. I am sure this effort will garner support from a wide range of groups and will also generate pressure upon the Governor and Legislature to move more expeditiously on water conservation/restoration issues.

Once you have received final approval from the full FLOW Board, please sign and return a copy to us for our records. Again, we look forward to working with you and the Board and very much appreciated your confidence in selecting our firm to represent the collective interests of the organization.

Very truly yours,



Mark K. Logan  
Of Counsel

Cc: Robert J. Sniffen, Esq.  
Chasity H. O'Steen, Esq.  
Lu Merritt

## **LEGAL REPRESENTATION AGREEMENT**

The undersigned, **FLORIDA LEADERS ORGANIZED FOR WATER ("FLOW")**, a Florida legal entity established via Interlocal Agreement as specifically authorized by Section 163.01(7)(G), Florida Statutes ("client"), does hereby retain and employ **SNIFFEN & SPELLMAN, P.A.** ("the law firm"), to represent the client in the following matters:

**Any specific matter, as requested by FLOW, in advance. FLOW may request, for any particular matter, that the law firm provide a good faith estimate of the time and costs expected for the services to be provided. The law firm shall not exceed, nor shall bill for, fees and costs in excess of such amount without the prior written consent of FLOW. The law firm shall also provide FLOW with notice when its cumulative fees and costs on any particular matter for which there is a not to exceed cap have reached 80% of the not to exceed cap amount. FLOW recognizes and agrees that any good faith estimate of fees and costs associated with a specific matter in which the firm is engaged is just that; an estimate.**

This document sets forth the agreement concerning the representation of the client by the law firm in this matter only.

### **ATTORNEYS' FEES**

1. The client agrees to pay all attorney's fees and costs incurred. Attorney's fees records will be computed on an hourly basis for time that is devoted to the representation. It is often impossible to determine in advance the amount of time that will be needed to complete a matter. The law firm shall use its best judgment to determine the amount of time and nature of the services to be performed in the client's best interest. The law firm will keep the client informed of the time devoted to its representation. The law firm has agreed to provide its services at the following discounted hourly rates:

<b>Attorney Initials/Name</b>		<b>Discounted Rates</b>
RJS	Robert J. Sniffen	\$200.00
MKL	Mark K. Logan	\$200.00
TJH	Terry J. Harmon	\$175.00
CHO	Chasity H. O'Steen	\$175.00
<b>Law Clerks</b>	As Assigned	\$40.00
<b>Paralegal Initials/Name</b>		<b>2012 Rate</b>
NN	Nance Nadeau	\$85.00

The hourly rate shall include, but is not limited to, time spent for conferences, on the telephone, providing review and analysis of client documents and strategies, attending hearings and/or meetings, travel, drafting documents, in negotiations, conducting legal research, depositions and other discovery matters, court appearances, electronic mail transmissions, dispositive motions, trial and preparation for trial, or any other activity reasonably related and necessary to the scope of the law firm's representation.

## COSTS AND EXPENSES

2. The client agrees to pay all costs and expenses incurred by the law firm. The law firm is authorized to pay and incur expenses on behalf of the client. Costs normally include, but are not limited to: long distance telephone calls, photocopies, out-of-town travel expenses, postage, expert witness fees and costs, filing fees, computer research expenses and other expenses reasonably required to be expended and arising out of the law firm's representation. Charges will not be billed for facsimile transmissions.

## MUTUAL REPRESENTATIONS

3. The client shall have the right to terminate the representation of the law firm at any time. In the event of such termination, the client shall pay the law firm for fees and costs incurred through the date of such termination. The law firm shall have the right to withdraw from the representation if the client does not make payments required by this agreement, if the client has misrepresented or failed to disclose material facts to the law firm, if the client is uncooperative, if irreconcilable difference a present, if the client fails to follow the law firm's advice and/or for any other legally permissible reason. Upon the occurrence of any of these events, the client will execute such necessary documents as will permit the law firm to withdraw.

4. The client acknowledges that the law firm has not made guarantees regarding the disposition of any phase of the matter or matters for which it has been retained. All expressions relative to the matter for which the law firm has been retained are opinions of the law firm.

5. The provisions of this agreement shall apply only to the matters set forth above and unless otherwise specifically provided.

6. The cooperation of the client with the law firm is essential. The client must keep the law firm informed immediately of any changes of address, phone number, employment and circumstances. Full disclosure to the law firm of all facts is essential to enable proper representation. The Client must promptly fill out and return all papers sent to client such as interrogatories, requests for information, requests for documents, etc.

The client has read and fully understands this agreement, and executes it voluntarily. By signing below, the individual executing this agreement on the client's behalf acknowledges and represents that he or she has full authority to enter into this agreement on behalf of the client.

Read, Approved and Accepted on this \_\_\_\_\_ day of November, 2012.

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**Florida Leaders Organized for Water (“FLOW”)**

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Date

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**Sniffen & Spellman, P.A.**

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Date