



Mr. Jimmy D. Crawford, Esq.
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January 11, 2024

**ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND
ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

Lake County Water Authority
c/o Mr. Bobby Bonilla
Executive Director
27351 State Rd. 19
Tavares, Florida 32778

Via Electronic Mail to: Roberto.Bonilla@Lakecountyfl.gov

Re: Re-engagement as Counsel

Dear Mr. Bonilla,

This letter is to describe the terms and conditions under which I am offering to continue to represent the Lake County Water Authority in connection with the following: Interim Board Attorney.

This letter is a legal contract, and the terms and conditions of my agreement with you are described in some detail. This letter not only establishes the terms of my contract with you, but it will also help to prevent any misunderstandings. When you sign and return a copy of this letter, you are agreeing to the terms and conditions of representation that are described in this letter.

It is expressly understood and agreed that no other representations have been made to you except those set out in this letter.

You agree to keep my office advised of your contact information and, if appropriate, your e-mail address so that I can locate you during the day or evening hours. You agree to promptly inform me of all changes in your contact information as soon as such changes occur.

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This representation is for continuing representation of the LCWA and includes varying matters. If the matter requires negotiation, I will negotiate with the opposing party on your behalf. I will not conclude or settle the matter without your approval. Please do not communicate with any of the parties, witnesses, or attorneys in the case without my involvement.

Any title search fees, or potential court costs are additional and will need to be paid separately. The payment and all future sums paid will be credited to periodic billing as provided in this agreement.

You hereby agree that all other advanced fee agreements you have with our office are hereby amended so that (a) any default under this Agreement shall also constitute a default under all other agreements, and a default under any one of the other agreements shall constitute a default under this Agreement; and (b) funds remaining in our trust account for any matter, including funds allocated for costs, shall be applied to any outstanding balance now due, or that shall become due in the future, for the matter that is the subject of this Agreement or any other matters relative to any other agreements with our office. If, at the conclusion of all your matters, there are no outstanding balances owed for this or any other matter, any remaining advanced fees will be refunded to you.

Please be advised that any work which is not included in the flat fee, will be billed at my law office's hourly rate as follows:

Hourly Basis Fee Arrangements

Partner	\$225.00
Associate (Amanda Boggus)	\$225.00
Paralegal	\$165.00
Legal Assistant	\$100.00

We record and bill our time in .3 units. If a lawyer's or paralegal's total time on your file is less than .3 for the entire day, .3 will be billed for that day. If the lawyer's or paralegal's total time on your work is more than .3 for that day (whether done at one time or not), only the time actually spent will be billed.

The attorney's fees do not include title search, court costs, depositions, appraisal fees, mileage charges, parking expenses, long-distance telephone charges, postage, copy and certified

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copy expenses, delivery charges, and any other out-of-pocket costs. These costs will be treated as additional expenses and will be included in my bill, without additional markup.

You agree to pay those reasonable expenses. If payments are not made promptly to me as requested, I reserve the right to immediately withdraw from representing you in any and all matters that the law office is handling. You agree to the withdrawal.

Costs and Expenses

We will bill you for out-of-pocket expenses that we pay on your behalf and for our internal costs. Out-of-pocket expenses generally include items such as title search, filing fees, court costs, depositions, appraisal fees, mileage charges, parking expense, long distance telephone charges, copy and certified copy expenses, delivery charges, wire fees, if applicable, and any other out-of-pocket costs. Our internal costs include, but are not limited to, photocopying, postage, and courier services. These costs will be treated as additional expenses and will be included in your bill.

Sometimes it is necessary to hire other persons to provide services for you, such as accounting or appraisal firms. Their work may have more confidentiality if we (rather than you) request their services, and so we may hire them. However, you will be responsible for paying their fees and expenses, whether paid directly to them or to us in reimbursement. You will be consulted on this matter before any outside services are requested.

Depending on the expenses anticipated in handling the matter, I may also require you to advance costs and place a deposit to cover the same. You agree to pay those reasonable expenses. If payments are not made promptly to me as requested, I reserve the right to immediately withdraw from representing you in any and all matters that the law office is handling. You agree to the withdrawal.

Your Agreement with Us

Your agreement to our representation constitutes your acceptance of these terms and conditions. If any of them is unacceptable to you, please tell us now so that we can resolve any differences and proceed with a clear understanding of our relationship.

This Agreement is performable in Lake County, Florida. All monies owed hereunder are to be paid at our office in Lake County, Florida. Jurisdiction and venue of any dispute arising hereunder are also performable in Lake County, Florida.

I shall have the right to withdraw from the case if you do not make payments required by this Agreement, if you misrepresent the facts to me, or if you fail to follow my advice. In any of these events, you will execute such necessary documents as will permit me to withdraw as your attorney.

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In the event it is necessary for me to institute proceedings against you for the collection of fees and advances due me, you will pay, in addition to any expenses necessitated thereby, all costs, including a reasonable attorney's fees.

Any controversy or claim arising out of or relating to a fee charged pursuant to this Agreement shall be settled by arbitration under Chapter 682, Florida Statutes. Judgment upon the award rendered may be entered in any court having competent jurisdiction.

In the event of any dispute as a result of any provisions hereof or the interpretation hereof or otherwise or in any way arising out of our relationship as attorney/client the prevailing party shall be entitled to reasonable attorney's fees and costs.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system.

You authorize me with your power of attorney to sign court or other legal documents which may be required in the course of the case. Also, you will designate my law office as your attorney-at-law and in-fact to act in your name, sign legal pleadings on your behalf and to perform the acts necessary and appropriate to affect the above-described legal representation.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING LEGAL AND BUSINESS MATTERS SINCE LEGAL AND BUSINESS TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW OFFICE AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS.

FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO: REAL PROPERTY VALUES, PROPERTY OF ANY ESTATE, PENSIONS, EMPLOYMENT BENEFIT AND PROFIT-SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.

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We greatly appreciate the confidence you are showing in our firm by hiring us to work on this case. We will give every reasonable effort to obtain a positive outcome. During this matter, if you have any questions or comments regarding our representation, please let us know immediately so we can work to improve our service to you and our other clients.

The term of this Agreement is for five (5) years from the final signature; however, either party may cancel this Agreement for any reason. If the attorney cancels this Agreement, ninety (90) days written notice must be provided to the LCWA.


Please sign in the space provided below so that I may continue working on your behalf. If you have any questions concerning my fees or this legal matter, please call me at (352) 432-8644.

Very truly yours,

CRAWFORD, MODICA & HOLT
CHARTERED ATTORNEYS AT LAW

JIMMY D. CRAWFORD

JIMMY D. CRAWFORD, ESQUIRE
PARTNER



MR. BOBBY BONILLA

2-5-24

DATE