

McDermott Will & Emery

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June 22, 2018

**Privileged and Confidential
Attorney/Client Communication**

Mr. Dylan Reingold
County Attorney
Indian River County
1801 27th Street
Vero Beach, FL 32960-3365

Re: Updated Retention Agreement

Dear Mr. Reingold:

Thank you for again selecting McDermott Will & Emery LLP (“McDermott”) to represent Indian River County, Florida (the “County”) with respect to its federal government advocacy efforts to complement the County’s ongoing legal and state government advocacy efforts related to the proposed All Aboard Florida (“AAF”) passenger rail project and related increases in freight rail, from August 1, 2018 through January 31, 2019.

The terms of our representation are set forth in this letter and in the Additional Terms of Engagement (“Additional Terms”) that accompany this letter. Our attorney-client relationship will continue when the County and McDermott have agreed to the material terms of our engagement.

Former Congressman Jeff Miller and I will continue to be principally responsible for services provided to the County and will be assisted by Ms. Erica Stocker. As circumstances warrant, other lawyers or non-lawyer professionals will be assigned to work on the County’s matter.

It is important that all information provided to us is complete, accurate and up to date so that we can represent your interests fully. Accordingly, please ensure that we are notified of any changes or variations to that information which may arise after the date it is provided to us, as well as any new circumstances which might be relevant to the work we are undertaking for you.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances, the size of the matter, and the efficiencies we bring to bear on the matter, among other factors. We have agreed to charge a fixed fee of \$10,000 per month, plus any disbursements such as domestic travel, beginning August 1, 2018

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through January 31, 2019. The monthly fee will be paid at the beginning of each month (not in arrears) for the first five months, with no charge for the final month, for a total of \$50,000 for the six month engagement. After the six month engagement, McDermott and the County will mutually decide whether to continue the engagement and McDermott will offer similar pricing for any extension of the Agreement.

In the event that the litigation related to the U.S. Department of Transportation results in reduced federal advocacy efforts during the course of this engagement, McDermott will only charge for the time spent on advocacy activities each month, whenever that amount is less than the agreed upon \$10,000 per month fixed fee and no unbilled carry forward fees from prior months exist.

Our representation of the County does not extend to the County's employees, governmental entities, agencies, departments or bureaus or other entities in which it owns an interest (even a substantial interest).

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to the County. McDermott is registered under the LDA to lobby for Citizens Against Rail Expansion in Florida (CARE FL) and is soon expected to register to lobby for Martin County, Florida. In addition, McDermott provides legal services to CARE FL and Martin County. CARE FL and Martin County have agreed in writing to waive any conflict with the County for the services in this agreement. By executing this agreement, Indian River County continues to waive any conflict with CARE FL and with Martin County relating to these issues. They have signed corresponding waivers.

McDermott represents, and in the future will represent, many other clients. During the time we are working for the County, one or more existing or future clients may ask McDermott to represent them in an actual or potential transaction or contested matter, including litigation or other dispute resolution proceedings, adverse to the County's interests. By entering into this engagement, the County agrees that McDermott can accept all such representations, even if the other client's interests are or may become directly adverse to the County's interests, unless the matter is substantially related to a matter in which we are representing the County, or will require disclosure of the County's confidential information. (All such representations are referred to as "Permitted Representations".) The County waives all actual and potential conflicts of interest that might exist because of any Permitted Representations undertaken by McDermott, and will not assert that any engagement of McDermott for the County is a basis to challenge or to disqualify McDermott from undertaking or continuing any Permitted Representation.

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Unless we are otherwise instructed by the County in writing at or prior to the completion of the matter for which the County has engaged us, we may, after a reasonable period of time has passed, at our discretion, destroy all documents and data (including hard copies, electronically stored information and any other data stored on other forms of media) and any other materials that we have stored or otherwise remain in our possession relating to a matter for which our services have been completed or terminated.

When we complete the services the County has retained us to perform, our attorney-client relationship will be terminated. If the County later retains us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

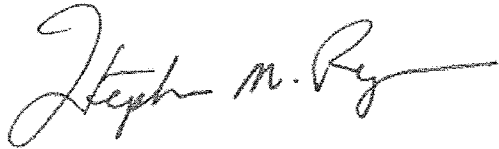
Accompanying this letter are the Additional Terms, which are incorporated herein. If the County has questions concerning any of the information presented here, or should the County have a concern or question at any time during our representation, please call me.

The County has the right to consult with other counsel concerning the terms of this engagement letter. By executing this engagement letter, the County is confirming that the County understands and accepts all of the terms set forth in this letter and in the Additional Terms and that this letter has been signed by the County voluntarily and with the benefit of the information necessary to make a fully informed decision to agree to these terms. The County intends for its consent to be effective and fully enforceable and to be relied upon by McDermott in accepting the representation of the County. The County agrees and acknowledges that in the case of inconsistency between the County's outside counsel guidelines, proposed terms, or billing instructions and the terms of this engagement letter, this engagement letter takes precedence and controls the terms of our engagement. These terms may not be modified unilaterally and any amendment or modification of these terms will be effective only upon execution of a writing signed by a person within the County and within McDermott authorized to approve such changes.

Please sign and return to us the enclosed copy of this letter. Note that the County's request to McDermott to proceed, or acquiescence in McDermott proceeding, will constitute the County's full acceptance of the terms set forth herein and in the attached.

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Sincerely,

A handwritten signature in cursive script that reads "Stephen M. Ryan". The signature is written in black ink and is positioned above the printed name.

Stephen M. Ryan

Enclosure

Agreed to and accepted (including the Additional Terms):

INDIAN RIVER COUNTY

By: _____
Dylan Reingold

Title: County Attorney

Date: _____

ADDITIONAL TERMS

This document sets forth McDermott Will & Emery LLP's additional standard terms of engagement for providing legal services. These terms are an integral part of our agreement with you. You should review this document carefully and retain it for your files. If you have any questions, please contact us promptly.

OUR SERVICES TO YOU ~ In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at the Firm.

We will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is limited by our knowledge of the facts and based on the law at the time. It is also subject to any unknown or uncertain factors or conditions beyond our control.

WHO IS OUR CLIENT? ~ It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated to the contrary in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or any entities in which you own an interest (even a substantial interest). If you are a partnership, our representation does not extend to the individual partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members, successors in interest, or any entities in which you own an interest (even a substantial interest). If you are a trustee or other fiduciary, our representation does not include beneficiaries or other persons to whom you owe a duty.

When we deal with a representative or agent of an entity, we represent only the entity and not the representative or agent.

The advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our written consent. We sometimes include a specific disclaimer in correspondence or other work product to this effect, but the absence of such a disclaimer does not create an exception or otherwise entitle others to rely on our work or advice.

FEE ESTIMATES ~ Clients frequently ask us to estimate the total fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

OTHER CHARGES ~ As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. When we incur such charges on your behalf or charge for such ancillary support services, we will include them in our billing statements. These charges may include, among other things, telephone, messenger, courier, express delivery services,

facsimile communications (which typically include a per page charge in addition to the cost of the telephone usage), document printing, reproduction, scanning and imaging, data storage and processing (which typically include per gigabyte charges based on the volume of data), filing fees, deposition and transcript fees, witness fees, travel expenses, computer research, and charges by outside experts and consultants. Certain of these services, particularly those that involve significant technology and/or support services such as imaging and storing electronic data and documents and the use of specialized software for legal research and data processing, may be provided by McDermott at a profit.

It is our general policy to arrange for outside providers of services (such as the fees of outside consultants, expert witnesses and court reporters) to bill you directly. You agree to pay those bills promptly and to provide us notice that such payment has been made.

BILLING ARRANGEMENTS, TERMS OF PAYMENT AND RETAINERS~

We will bill you on a regular basis—normally, each month—for both fees and other charges. You agree to make payment upon receipt of our statement.

Sometimes we ask for an advance retainer which will be credited towards your legal fees and expenses on a monthly basis, unless we agree to a different arrangement. If the retainer proves insufficient to cover current fees and other charges on a regular basis, we may ask you to replenish or increase it, and you agree to do so if asked.

Should your account become delinquent and satisfactory payment terms are not arranged, we may withdraw, or seek to withdraw, from the representation consistent with the applicable rules and pursue collection of the amounts owed. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk or have the right to be reimbursed from someone else. You are responsible to pay us in accordance with the terms agreed to in this engagement, even if you engage us to collect or seek reimbursement from an insurer or other third party pursuant to contracts, statutes or insurance policies.

TERMINATION ~ You may terminate our representation at any time, with or without cause, by notifying us, and subject to court approval when required for matters in litigation. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are subject to a lien under applicable law. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

We have the right to withdraw from our representation of you if, among other things, you fail to honor the terms of our engagement letter and/or the Additional Terms, you fail to make payment of any of our statements in a timely manner, you fail to cooperate or to follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical, or we determine that we are otherwise permitted under applicable law and rules to withdraw from the representation. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf, including those required for the orderly transition of the engagement.

Our representation of you will be considered terminated at the earlier of (a) your termination of our representation and the completion of any work that may be required incidental to withdrawal from an ongoing matter, such as work that is appropriate to accomplish an orderly transition to other counsel, work required to obtain permission to withdraw from a court or other tribunal, and work that is required to be performed prior to the time that such permission is granted, (b) our withdrawal from our representation of you or (c) the completion of our work for you. In addition, in the event there has been no work performed by us on your behalf for six consecutive months, and no more work is contemplated, our attorney-client relationship will have been terminated.

PRIVILEGE ~ Our communications to and from you, including billing statements, may include attorney client privileged information or attorney work product. You should take reasonable steps to protect them from disclosure to third parties so as to maintain those privileges and protections.

McDERMOTT'S PRIVILEGE~From time to time, issues may arise that raise questions as to our duties to you. We believe that it is in our clients' interest, as well as McDermott's interest, that in the event legal ethics or related issues arise during a representation, we receive experienced legal advice concerning our obligations. Accordingly, you agree that if we determine in our sole discretion during the course of the representation that it is necessary or appropriate to consult with McDermott lawyers designated to render legal advice to McDermott and its lawyers or to consult with outside lawyers, we have your consent to do so and any communications among lawyers working on the matter and McDermott lawyers or outside lawyers designated to render legal advice to McDermott and its lawyers will be privileged.

SECURE COMMUNICATIONS ~ Our email server is configured to encrypt emails if your email system supports it. We recommend that encryption be used to protect communications with us that include confidential information. You should discuss with your principal contact at the Firm any special measures that you require regarding email encryption. In addition, the Firm has available cloud solutions to facilitate our collaboration and document sharing with you that we can discuss with you when appropriate. If you prefer to use a cloud solution other than those provided by the Firm, we recommend that you carefully assess the data security offered by that solution. We discourage you from using text or instant messaging to communicate with us. These forms of communication are not encrypted and are vulnerable to interception.

ANTI-BRIBERY AND ANTI-CORRUPTION ~ We do not engage in bribery or corruption of any kind, and do not tolerate bribery or corruption by others to further the goals and objectives of our representations. We reserve the right to terminate our engagement if we learn of such improper conduct.

(Last Revised 7/2017)