



Reply To: Tallahassee

September 22, 2022

CONFIDENTIAL  
ATTORNEY/CLIENT  
PRIVILEGED

Sebastian Inlet Tax District  
Attn: James Gray, Jr., Executive Director  
114 6<sup>th</sup> Avenue  
Indialantic, FL 32903

RE: Legislative Representation of Sebastian Inlet Tax District (2022-2023)

Dear Mr. Gray:

On behalf of the law firm of Lewis, Longman & Walker, P.A. ("LLW"), I sincerely thank you for the opportunity to represent you on the above-referenced matter that is further defined in Section 2 of this Engagement Agreement ("Agreement.") The purpose of this Agreement is to document the terms of our professional relationship. A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that you would like me to consider.

1. Client. Unless and until agreed by all parties in writing, LLW's only client in this matter is Sebastian Inlet Tax district, whose primary address is 114 6<sup>th</sup> Avenue, Indialantic, FL 32903 (hereafter "you").
2. Services. LLW will provide advice and representation to you only in the matter of legislative representation for the 2023 Legislative Session.

Any additional matters that you may ask us to undertake must be covered by separate Engagement Agreements and will require additional conflict checks.

**JACKSONVILLE**  
245 Riverside Ave., Suite 510  
Jacksonville, Florida 32202  
T: 904.353.6410  
F: 904.353.7619

**ST. PETERSBURG**  
100 Second Ave., South  
Suite 501-S  
St. Petersburg, Florida 33701  
T: 727.245.0820  
F: 727.290.4057

**TALLAHASSEE**  
315 South Calhoun St., Suite 830  
Tallahassee, Florida 32301  
T: 850.222.5702  
F: 850.224.9242

**TAMPA**  
301 West Platt St.  
Suite 364  
Tampa, Florida 33606  
T: 813.775.2331

**WEST PALM BEACH**  
515 North Flagler Dr., Suite 1500  
West Palm Beach, Florida 33401  
T: 561.640.0820  
F: 561.640.8202

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3. Professional Fees. I will be the shareholder in charge of this matter and I will be primarily responsible for providing and supervising the legislative services required. The fees for these services shall be a flat fee of \$48,000.00, payable in 12 equal installments of \$4,000.00 beginning October 1, 2022 and ending September 30, 2023.

4. Communication and Cooperation. In order for us to serve as your counsel, it is essential that we are able to contact you, and that you respond to our requests for information or documents as expeditiously and completely as possible. We may also require client personnel be made available to meet with us in relation to representing you in this matter. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer and we may feel constrained to withdraw from any further work.

5. Costs. LLW will charge you for direct costs incurred on your behalf for this representation. We may advance these costs and seek reimbursement in our billings or we may, at our discretion, require you to deposit these costs with us before the costs are incurred.

6. Billing and Payment. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter. You agree to pay the amount of each invoice in full within twenty (20) days of the billing date. For the convenience of our clients, LLW accepts credit card payments for invoices. Payments received will be applied to the outstanding invoices specified by the payment. If a specific invoice is not specified, the payment will be applied to the oldest outstanding invoice. If you have any questions about the invoice or if you dispute any items or any invoice, you agree to notify me in writing within fifteen (15) days of the billing date of your question or concern. If no issues are raised within this time period, the firm will assume you do not have any dispute with the invoice. Any amount of fees and costs due remaining unpaid for more than thirty (30) days from the date of billing may bear interest at the rate of one (1%) per month on the unpaid balance, compounded monthly, until paid." See §218.74(4), Florida Statutes.

7. Default. If you fail to abide by the terms of this Agreement, you will be considered in default of this Agreement and we may terminate our representation. In the event any suit or action is brought to enforce the provisions of this Agreement in any arbitration, or administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals.

8. Public Records. LLW will keep and maintain public records required by you to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render LLW a "public agency" within the meaning of the term in Chapter 119, Florida Statutes.

Upon request by your custodian of public records, as identified in the next section, LLW will provide the public agency with a copy of the requested records or allow the records to be

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inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, LLW will prepare an estimate of the cost of fulfilling the public records request and provide same to you in writing. If you have a policy regarding the manner of calculating charges for significant administrative time or the use of technology, LLW will follow the policy in developing the cost estimate. The policy will be attached hereto upon execution by you. If you do not have a specific policy for calculating charges for significant administrative time or the use of technology, LLW shall develop the estimate based on LLW's actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of the lowest paid LLW member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

LLW will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if LLW does not transfer the records to you.

Upon completion of the representation, LLW shall transfer, at no cost to you, all public records in possession of LLW related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to you in a format that is compatible with your information technology systems. If you desire the records to be transferred in a format that is different than the above-referenced format, LLW shall prepare a cost estimate for the records conversion upon request, and provide the converted records to you upon approval of the cost estimate.

LLW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. LLW may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to you.

If you receive a public records request for materials the record copies of which are maintained by LLW, you shall immediately notify LLW of the request in writing. LLW will provide the records to you, or allow the records to be inspected or copied within a reasonable time, as directed by you. If you desire for LLW to review the records for responsiveness and/or exemption/privilege, you shall advise LLW of its desire in writing and LLW shall provide the service at the rates provided herein. If you seek for LLW to "certify" a public record, you should provide LLW with direction on the desired format of such certification along with the records request.

9. IF LLW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LLW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, LLW WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Please fill in contact information for the Custodian of Public Records:

321-724-5175

Telephone Number

(DAVE KERSHAW) DKERSHAW@SITD.US

E-mail Address

114 SIXTH AVENUE, INDIAN LANTIC, FL 32903

Mailing Address

10. Liens. You agree that LLW shall have a charging lien, an equitable lien and retaining lien against all sums of money, property, client documents and files in this matter, if any, as security for any legal fees, costs and expenses owed by you to LLW.

11. Venue. If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be in Palm Beach County, Florida and the parties hereby waive their right to a jury trial.

12. Binding and Entire Agreement. This Agreement and any concurrent attachments represent the entire Agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this Agreement without the written consent of all the parties hereto.

We sincerely thank you for choosing LLW to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of this Agreement and return to me. On behalf of LLW, I look forward to assisting you in this matter.


Sincerely,



Chris Lyon, Shareholder  
Lewis, Longman & Walker, P.A.

**ACCEPTED BY:**

**SEBASTIAN INLET TAX DISTRICT**

  
\_\_\_\_\_  
[SIGNATURE]  
**JAMES GRAY JR**  
\_\_\_\_\_  
[PRINT NAME]  
**EXECUTIVE DIRECTOR**  
\_\_\_\_\_  
[TITLE]  
**10/17/22**  
\_\_\_\_\_  
[DATE]

Email Address: Jgray@SITD.US  
Work Telephone Number: 321-724-5175  
Cell Phone Number: 321-591-9216