

Superintendent Brett Butler
Old Plantation Water Control District
October 19, 2023
Page 2

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 shall bear interest at the rate of twelve (12%) percent per annum, compounded daily, until paid.

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. Client Documents. During the course of your matter, you may provide us with original or sensitive documents such as tax records, expense records, bank records, deeds, etc. We will hold these records, in our office, during the pendency of your action. At the conclusion of your matter and after all outstanding legal fees, costs and expenses, have been paid in full, you may arrange for the return of the original documents to you. It is your responsibility to secure the return of your original or sensitive documents. If you want a copy of all the matter files you will need to pay for the organization, copying/scanning and provision of same. We will retain all documents related to your matter for seven (7) years following the closure of your matter. At the conclusion of which the documents will be destroyed.

9. 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.

10. 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.

11. 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



Reply To: Tallahassee

October 19, 2023

Old Plantation Water Control District
Attn: Brett Butler, P.E., Superintendent
8800 North New River Canal Road
Plantation, FL 33324

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

RE: Legislative Representation for 2024 Legislative Session

Dear Superintendent Butler:

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.") 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 Old Plantation Water Control District, whose primary address is 8800 North New River Canal Road, Plantation, FL 33324.

2. Services. LLW will provide advice and representation before the Florida Legislature during the term of this agreement.

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

3. Professional Fees. I will be the shareholder in charge of this matter and I will be primarily responsible for providing and supervising the legal services required. The fee for these services shall be a flat fee of \$50,000.00. The fee shall be paid in twelve equal installments of \$4,166.66 beginning October 1, 2023 through September 30, 2024.

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

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

Superintendent Brett Butler
Old Plantation Water Control District
October 19, 2023
Page 3

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. Please return the original to me with the agreed-upon Advance Fee in the enclosed self-addressed, stamped envelope, and retain a copy for your records. On behalf of LLW, I look forward to assisting you in this matter.

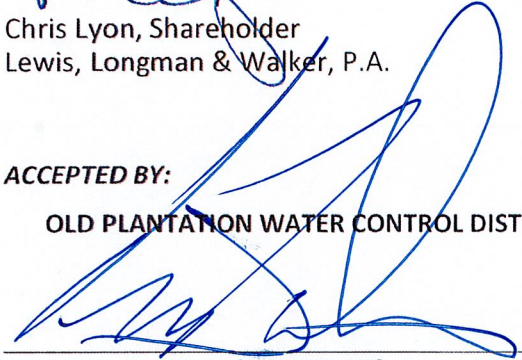
Sincerely,



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

ACCEPTED BY:

OLD PLANTATION WATER CONTROL DISTRICT



[SIGNATURE]

Brett W. Butler

[PRINT NAME]

Superintendent

[TITLE]

October 19, 2023

[DATE]

Email Address: butler@opwcd.org
Work Telephone Number: 954-472-5588
Cell Phone Number: 954-703-0287

