



Reply to: Tallahassee

September 12, 2023

Municipal Service District of Ponte Vedra Beach
Attn: Al Hollon, Chairman
Post Office Box 1323
Ponte Vedra Beach, FL 32004

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

RE: 2024 Legislative Representation

Dear Chairman Hollon:

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 the Municipal Service District of Ponte Vedra Beach (MSD).
2. Services. LLW will serve as Legislative Counsel to MSD, representing and advising MSD on passage of a local bill during the 2024 Legislative Session. I will be the attorney in charge of this matter and will be responsible for providing and supervising the legislative services required. The legislative team will also include Lori Killinger. I will ensure that this matter is staffed in a manner adequate and appropriate to the requirements of the representation, including accessing the expertise of other LLW attorneys as needed. LLW's representation will include:
- Developing position papers and talk points relating to the legislative priorities, goals and initiatives;
- Acting as primary contact and coordinator for legislative and executive branch members for official positions on the legislative priorities, goals and initiatives;

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
106 East College Avenue
Suite 1500
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite A364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.
Suite 1100
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

Municipal Service District of Ponte Vedra Beach
Attn: Al Hollon, Chairman
September 12, 2023
Page -2-

- Acting as lead strategist for passage, sponsorship and defeat of legislative priorities, goals and initiatives.

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

3. Term and Professional Fees. The term of this agreement shall be from September 15, 2023 to June 30, 2024. The fee for these services shall be \$40,000.00, payable in full upon receipt of this Engagement Agreement. This agreement can be terminated by either party with thirty (30) days written notice. If this agreement is terminated, LLW will provide MSD a pro-rata refund of the professional fees paid, excluding a \$10,000.00 initial consultation and representation fee.

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. Such costs will be capped at \$3,000.00 over the term of the agreement. 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.

1

Municipal Service District of Ponte Vedra Beach
Attn: Al Hollon, Chairman
September 12, 2023
Page -3-

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. 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 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.

Municipal Service District of Ponte Vedra Beach
Attn: Al Hollon, Chairman
September 12, 2023
Page -4-

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.

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:

Telephone Number

E-mail Address

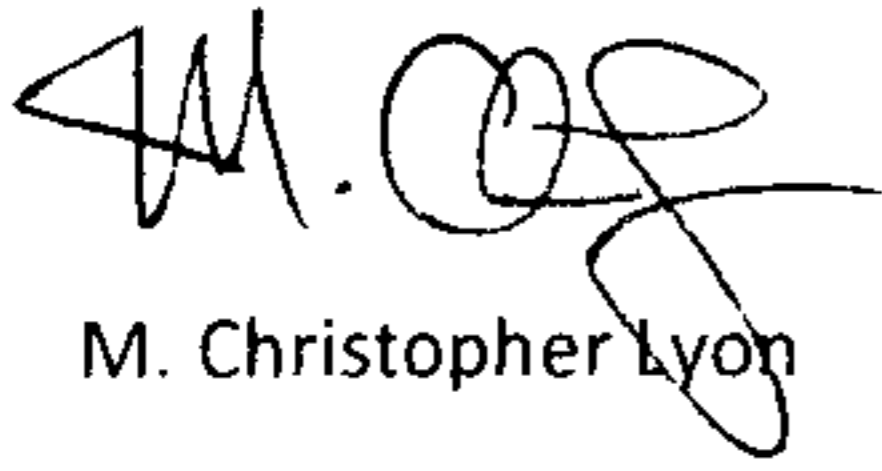
Mailing Address

10. 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.

Municipal Service District of Ponte Vedra Beach
Attn: Al Hollon, Chairman
September 12, 2023
Page -5-

Sincerely,



M. Christopher Lyon

ACCEPTED BY:

MUNICIPAL SERVICE DISTRICT OF PONTE VEDRA BEACH

By: Al Hollon, Jr.

Title: Chairman

Date: 9/19/23