



LLW

**LEWIS
LONGMAN
WALKER**

Attorneys at Law
llw-law.com

Reply to: Tallahassee

June 22, 2023

Lehigh Acres Municipal Services Improvement District
Attn: David Lindsay
601 East County Lane
Lehigh Acres, FL 33936

**CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED**

RE: 2024 Legislative Representation

Dear Mr. Lindsay:

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 Lehigh Acres Municipal Services Improvement District (LAMSID).

2. **Services.** LLW will serve as Legislative Counsel to LAMSID, representing and advising LAMSID on legislative issues 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;
- Acting as lead strategist for passage, sponsorship and defeat of legislative priorities, goals and initiatives.

JACKSONVILLE

245 Riverside Ave.
Suite 510
Jacksonville, FL 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG

100 Second Ave. South
Suite 501-S
St. Petersburg, FL 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE

106 East College Ave.
Suite 1500
Tallahassee, FL 32301
T: 850.222.5702
F: 850.224.9242

TAMPA

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

WEST PALM BEACH

360 South Rosemary Ave.
Suite 1100
West Palm Beach, FL 33401
T: 561.640.0820
F: 561.640.8202

Lehigh Acres Municipal Services Improvement District

Attn: David Lindsay

June 22, 2023

Page -2-

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.** The fee for these services shall be \$75,000.00, payable in twelve (12) equal monthly payments of \$6,250.00, beginning July 1, 2023 and terminating June 30, 2024. This agreement can be terminated by either party with thirty (30) days written notice.

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 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

Lehigh Acres Municipal Services Improvement District

Attn: David Lindsay

June 22, 2023

Page -3-

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. 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,



M. Christopher Lyon

ACCEPTED BY:

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

By:  _____

Title: Chair _____

Date: 6/27/23 _____