



LLW

**LEWIS
LONGMAN
WALKER**

Attorneys at Law
llw-law.com

Reply To: West Palm Beach

January 8, 2019

VIA ELECTRONIC AND REGULAR MAIL

Dr. Martin Shank, President
Coral Springs Improvement District
10035 SW 1st Court
Coral Springs, FL 33071

RE: Legal Representation of the Coral Springs Improvement District Regarding the 2019 Florida Legislative Session

Dear Dr. Shank: *W. H. T. Y.*

On behalf of the law firm of Lewis, Longman and Walker, P.A ("LLW") thank you and the Coral Springs Improvement District ("CSID") Board of Supervisors for the opportunity to represent CSID during the 2019 Florida Legislative Session on legislative initiatives affecting CSID specifically. The purpose of this letter (which is required by legislative rule) is to document the terms of our professional relationship. Therefore, I ask that you review this letter to ensure that it confirms the representation of CSID as approved by the CSID Board.

- Client.** LLW's only client in this matter is the Coral Springs Improvement District, a political subdivision of the State of Florida created and operating pursuant to a special act of the Legislature, Chapter 2004-469, Laws of Florida (2004). CSID's address is 10035 SW 1st Court, Coral Springs, FL 33071.
- Services.** LLW will provide advice and representation to CSID with regard to legislative initiatives that may affect the organization, operations or administration of CSID. Representation will include review of proposed legislation, appearances before legislative committees, meetings and discussions with individual legislators, staff members and the Governor's Office. Services will also include advice and recommendations to the CSID Board regarding the possible effects of propose legislation on CSID's organization, operations or administration.
- Professional Fees.** Chris Lyon and I will be the shareholders in charge of this matter and will be primarily responsible for providing and supervising the legal services required. At this time I anticipate that Lori Killinger, the Chair of LLW's Legislative Section and Natalie Kato may also be involved. As discussed with you and presented to the CSID Board at its December 17, 2018 meeting, effective beginning January 1, 2019, representation will be on a flat fee basis for the months of January through July, 2019. The flat fee will be \$5,000 per month plus direct costs. For legislative flat fee arrangements, LLW invoices will not include individual attorney time (billable hours). Our experience has been that billing hourly for legislative representation is

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generally far more expensive for the client than a flat fee arrangement. And the flat fee arrangement gives LLW the flexibility of using several of our attorneys at once, if need be, without saddling the client with a huge legal bill.

4. Billing and Payment. LLW will bill CSID on a monthly basis for professional services and expenses incurred in connection with this matter. CSID agrees to pay the amount of each invoice within thirty (30) days of receipt of the invoice. For the convenience of our clients, LLW accepts credit card payment for invoices. If you have any questions or if you dispute any items on an invoice CSID should notify me or Chris Lyon within fifteen (15) days of receipt of the invoice.

5. Default. If CSID fails to abide by the terms of this agreement, CSID will be considered in default of the agreement and we may terminate the agreement. 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.

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

7. Binding and Entire Agreement. This agreement and any concurrent attachments represent the entire agreement between the parties. In addition, no changes may be made to this agreement without the written consent of all 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 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,



Terry E. Lewis

Dr. Martin Shank
Coral Springs Improvement District
January 8, 2019
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ACCEPTED BY:

CORAL SPRINGS IMPROVEMENT DISTRICT



[SIGNATURE]

DR. MARTIN SHANK

[PRINT NAME]

PRESIDENT

[TITLE]

1/15/19

[DATE]

Email Address: _____

Work Telephone Number: _____

Cell Phone Number: _____

c: Kenneth G. Cassel
Sandra DeMarco

ATTACHMENT 1 PUBLIC RECORDS

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.

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:

Sandra DeMarco

Telephone Number: 954-603-0033 Ext. 40532

E-mail Address: Sandra.DeMarco@inframark.com

Mailing address

210 N. University Drive, Suite 702

Coral Springs, FL 33071



LLW

**LEWIS
LONGMAN
WALKER**

Attorneys at Law
llw-law.com

Terry E. Lewis
tlewis@llw-law.com

Reply To:
West Palm Beach Office

November 21, 2017

VIA ELECTRONIC AND REGULAR MAIL

Kenneth G. Cassel, District Manager
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071-6530

RE: 2018 Legislative Session Fee Agreement; Matter 4538-006

Dear Ken:

Per the CSID Board of Supervisors at their meeting of November 21, 2017, this confirms that as of November 1, 2017 through April 30, 2018, CSID has approved changing the fee arrangement for legislative service from hourly billing to a flat monthly fee of \$6500.00. Otherwise, the terms and conditions of our representation such as record keeping, etc., will remain the same as they are for our general matter representation. If this is consistent with your understanding of the matter, please sign in the space provided and return the original to me.

Thank you for your attention to this matter. On behalf of the Firm, we look forward to working with you and CSID staff.

Sincerely yours,

Terry E. Lewis

TEL:bas

c: Lori E.H. Killinger, Esquire
M. Christopher Lyon, Esquire

ACCEPTED BY:

CORAL SPRINGS IMPROVEMENT DISTRICT

Kenneth G. Cassel, District Manager

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