

**LLW****LEWIS  
LONGMAN  
WALKER**Attorneys at Law  
llw-law.com

REPLY TO: TALLAHASSEE

September 27, 2018

Mr. Max Lohman, Esq.  
City Attorney  
City of Delray Beach  
200 N. W. 1st Avenue  
Delray Beach, FL 33444

CONFIDENTIAL  
ATTORNEY/CLIENT  
PRIVILEGED

Re: Legal Representation of City of Delray Beach — Pension Boards

Dear Mr. Lohman:

On behalf of the law firm of Lewis, Longman & Walker, P.A., thank you for the opportunity to work with you on the above matter. The terms and conditions of our representation are outlined below.

1. Services. Lewis, Longman & Walker, P.A. (LLW or the firm) will provide advice and representation to the City's three pension boards (police, firefighters and general). I will be the shareholder in charge of this matter and will be primarily responsible for supervising the legal services required, and ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. Janice Rustin, who will be joining our firm in the near future as an attorney in our West Palm Beach office, will be working with me on this matter. Ms. Rustin will attend all pension board meetings as requested by the boards. We will perform legal services as requested by the boards use our best judgment to determine the amount of time, who is to perform specific tasks and work, and the nature of the services to be performed for each board.

2. Professional Fees. Ms. Rustin will be the primary attorney working on this matter under my supervision. Ms. Rustin's hourly rate for governmental pension matters will be \$230.00, and my hourly rate for governmental pension matters is \$315.00. We will provide a separate bill for our services in connection with each board, and our total fees will not exceed \$3,500 per month for each board. We may assign work to other attorneys or paralegals within our firm, depending upon who can best do the work in the most efficient manner. The hourly rates for attorneys range from \$215.00 to \$315.00 per hour. The hourly rates for paralegals/law clerks range from \$145.00 to \$175.00 per hour. These rates will be in effect through December 2019 and may be modified annually thereafter in January of each subsequent year.

**JACKSONVILLE**

245 Riverside Ave., Suite 150  
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

**WEST PALM BEACH**

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

3. Costs and Expenses. The firm charges for costs and expenses incurred on your behalf for this representation. Attachment 1 sets forth the most commonly incurred costs and expenses.
4. Billing and Payment. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter. We will provide a separate bill for our services to each board. You agree to pay the amount of each statement in full within thirty (30) days of the billing date. For the convenience of our clients, the firm accepts credit card payments for invoices rendered in connection with this matter. Payments received by this method will be applied to the outstanding invoices specified by the payment. Should you question or dispute any items or any statement, you agree to notify us in writing of any such question or dispute within fifteen (15) days of the billing date, and we will assume you do not have any dispute if we do not hear from you in that time. Any amounts 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.
5. 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.

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 THE CITY CLERK'S OFFICE, UNLESS OTHERWISE DIRECTED BY YOU.**

6. Representation of Other Clients; Conflicts. From time to time Lewis, Longman & Walker attorneys represent clients before various governmental entities in zoning, land use, water-related, environmental, vacation-rental and other non-pension matters. It is possible that our attorneys may undertake the representation of clients in future zoning, land use, water-related, environmental, vacation-rental or other matters that may involve the City or come before the City Council or City boards. Neither I nor any attorney who may perform pension work for the City will be involved in any such matters, and the firm's representation of clients in such matters will not limit the exercise of my independent professional judgment, or that of any other attorney who may work on City pension matters, with respect to the pension matters we will be handling for the City. Accordingly, the City agrees that it will not seek to disqualify Lewis, Longman & Walker, P.A. from representing firm clients in zoning, land use, water-related, environmental, vacation-rental or other non-pension matters that may involve or come before the City or its boards. We will notify you if a potential conflict should arise with respect to our firm's representation of any clients in the future, and we recognize that the City reserves the right to terminate our services at any time.

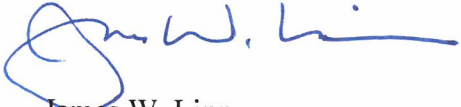
The Firm has disclosed to the City that it engages in legislative lobbying efforts on behalf of numerous public and private clients, individuals, corporations, local governments and industry associations, including vacation-rental managers. Further, while the Firm works to inform all of its clients of its lobbying efforts and does regularly pursue matters that are supportive of local governments, it is understood that the political process inherently produces differences of political opinion. Such political differences may not amount to a conflict of interest under the Rules of the Florida Bar, but we recognize that the City reserves the right to terminate our services at any time.

We sincerely thank you for choosing our firm 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

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the letter, return the original to me, and retain a copy for your records. On behalf of the Firm, I look forward to assisting you in this matter.

Sincerely,



James W. Linn

JWL/es

Enclosure

***ACCEPTED BY:***

**CITY OF DELRAY BEACH**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 1

Cost/Expense	Typical Charges
Computer Research (Westlaw Service Fee)	No charge.
Court Reporters	Direct invoice from vendor to client or paid from retainer.
Delivery Charges	Actual amount invoiced to firm. Mode of delivery based on need and economy.
Messenger Service	Actual amount invoiced to the firm.
Overnight Express	Actual amount invoiced to the firm.
Telefacsimile	Outgoing: No charge. Incoming: No charge.
Photocopying	Inside copies: \$0.10/page. Outside services: Actual amount invoiced to firm.
Secretarial Overtime	No charge.
Telephone Charges	No charge.
Temporary Help	Actual amount invoiced to the firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges. Interstate: Actual common carrier charges.
	Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Word Processing	No charge.
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.