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March 15, 2023

*Board Certified Real Estate Lawyer
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Morris Richardson
County Attorney
Brevard County
2725 Judge Fran Jamieson Way
Viera, Florida 32940

Re: Legal Representation of Brevard County

Dear Mr. Richardson:

Based on our recent video conference and subsequent telephone conversations, it is my understanding that Brevard County ("County") wishes to retain this law firm ("Firm") to assist with environmental law matters, including but not limited to compliance matters associated with the County's wastewater treatment facilities.

On behalf of this Firm, I am sending you this letter to confirm that we would be delighted to work with the County on these issues. At your direction, the Firm also will be available to assist with related items, on an as-needed basis, when requested to do so. Accordingly, I have prepared this engagement letter, which describes the general principles that will govern our work for the County.

Qualifications and Case Management

With the County's approval, Timothy J. Perry and I will take primary responsibility for representing the County. I have more than 30 years and Tim has more than 20 years of experience working on environmental and administrative proceedings. More detailed descriptions of our qualifications can be found on the Firm's website.

We will work closely with you and other representatives of the County to ensure that the County's matters are staffed appropriately. We want the County's work to be performed in the

most efficient and cost-effective manner possible, while fully utilizing the Firm's expertise.

Fees and Billing Practices

We charge our clients an hourly rate for our legal services. The rates that will be charged to the County are shown on Exhibit A, which is attached to this letter.

We are sensitive to the costs of legal services and we understand that every client wishes to avoid unnecessary expenses. Accordingly, we will use our best efforts to ensure that the County's work is performed as efficiently as possible.

The County will be responsible for reasonable out-of-pocket costs, if any, that we incur during our representation of the County. Such costs may include: (a) copying charges if we use a third-party company to copy a large number of documents; (b) courier services, such as UPS or FedEx; (c) legal research costs if we are required to undertake extensive or unusual legal research projects; and (d) reasonable travel expenses for hotels, food, and mileage. Any requests for reimbursements for meals, per diem, and travel will conform to the restrictions in Section 112.061, Florida Statutes. To the extent practicable, travel will be kept to a minimum and shall be approved in advance by the County.

We will provide the County with an itemized monthly invoice for our services. The invoice will identify each task that has been performed during the month, the person that performed the work, the date on which the work was performed, and the amount of our costs. Our invoices will include receipts or other appropriate documentation for our costs. All expenses will be billed at the actual cost incurred by the Firm with no mark-up or multiplier.

The County provided us with a copy of the County's policy (No. BCC-36) concerning "Legal Services with Outside Counsel." We agree that this Firm will abide by the County's requirements in BCC-36.

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Our invoices will be sent to the attention of the County Attorney. Our invoices are payable upon receipt. If our invoices are not paid within 45 days, we reserve our right to charge interest on the outstanding balance in accordance with the Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.

The County may terminate this agreement at any time, with or without cause, but shall pay the Firm for all services provided prior to the date of termination.

Conflicts of Interest

We are not aware of any conflicts of interest that would arise under The Florida Bar's Rules of Professional Conduct if we were to represent the County in the manner described herein. Of course, we will promptly notify you and the County if we become aware of a conflict of interest in the future.

Conclusion


We hope that our proposal is acceptable to the County. If it is, the appropriate County official should sign this agreement in the space provided below and then return a copy of the signed agreement to me. This agreement will take effect upon execution by the County.

Please call me if you have any questions. We look forward to a pleasant and successful relationship with you and Brevard County.

Sincerely,

GARDNER, BIST, BOWDEN, DEE,
LAVIA, WRIGHT, PERRY & HARPER, P.A.

By:



John T. LaVia, III
For the Firm

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Accepted and agreed to this ____ day of _____, 2023.

Brevard County

By: _____

EXHIBIT A

GARDNER, BIST, BOWDEN, DEE,
LAVIA, WRIGHT, PERRY & HARPER, P.A.

	<u>RATE</u>
MICHAEL P. BIST	\$300 per hour
GARVIN B. BOWDEN	\$300 per hour
DAVID S. DEE	\$300 per hour
CHARLES R. GARDNER	\$300 per hour
GUS HARPER	\$300 per hour
JOHN T. LAVIA, III	\$300 per hour
TIMOTHY J. PERRY	\$300 per hour
ROBERT SCHEFFEL WRIGHT	\$300 per hour