

Courtney Barker, City Manager
City of Satellite Beach
November 18, 2019
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3. The fee for these services under the terms of the Agreement will be \$1,500 per month to be billed monthly in advance at the beginning of each month through termination of this Agreement.

a. Incidental expenses incurred by the Firm, such as lobby registration fees, travel, long distance telephone, fax, delivery charges, and reproduction costs, will be separately itemized and submitted on the billing invoices.

b. Any expenses for travel and other extraordinary costs will require the prior approval of the City, and those expenses that have been previously approved will be separately itemized after they have been incurred by the Firm.

c. In the event that appropriations for muck dredging or local government authority over vacation rentals ceases to become an issue that the City seeks representation on, the Firm and the City may agree to substitute other issue(s) for the Firm to advocate before the Legislative and Executive branch.

In addition to the fees specified above, Smith & Associates will be entitled to payment or reimbursement for costs and expenses. These include items such as photocopying, facsimile, and mail and courier charges, Westlaw and other necessary costs. You may also be billed directly for expenses. If you are billed directly, it is agreed that payment will be remitted within 30 days of receipt of such invoices. If you dispute any fees or costs, you must notify Smith & Associates of the dispute within 30 days of receipt of the invoice or such disputes are waived.

Thank you for the opportunity to represent you in this matter. Please indicate your approval to these terms and conditions by executing this letter and returning the original to us.

Sincerely,

Geoffrey D. Smith

Geoffrey D. Smith

**SMITH
&
ASSOCIATES**
ATTORNEYS AND COUNSELORS AT LAW

November 18, 2019

Courtney Barker, City Manager
City of Satellite Beach
565 Cassia Blvd.
Satellite Beach, Florida 32937

RE: Letter of Agreement

Dear Ms. Barker:

This will confirm that you are retaining our firm, and that Jason Steele, a non-attorney Director of Government Relations for the firm, shall provide services on behalf of the City before the Legislative and Executive Branches of the Florida Government for the following purposes:

1. The scope of services to be provided shall be limited to representation of the City on promoting appropriations for muck dredging in canals in the City's jurisdiction, and promoting home rule authority over vacation rentals and opposition to legislation further restricting local governments' ability to regulate vacation rentals. The services will include the following:

a. Provide legislative representation during the regular or any special sessions that may be called during the time period of this agreement, including attendance at committee meetings before and during the regular session and during any called special sessions.


b. Develop and maintain contacts with members of the Florida House and Senate, as well as members of their staff and committee staff members on the matter of interest and concern to the City.

c. Develop and maintain contacts with the Executive Branch of state government, including the Executive Office of the Governor. In the event legislation further regulating local governments' ability to regulate vacation rentals passes the Legislature, the Firm will represent the City before the members and staff of the Executive Branch of state government, including the Executive Office of the Governor, to encourage the veto of such legislation. If the desired appropriation is included in the legislatively adopted budget, the Firm will encourage the Governor's support of the budget item.

2. Our representation in this capacity will begin effective upon the signing of this Agreement. The Agreement shall be extended annually for one year. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice. In the event of cancellation, the City agrees to pay for services rendered and any expenses incurred through the date of cancellation.

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I understand and agree to the terms and fee agreement above and certify that I am duly authorized to retain Jason Steele, a non-attorney Director of Government Relations of Smith & Associates, in accordance with the terms set forth.

By: 

Courtney Barker, City Manager
City of Satellite Beach

Date: 12/2/19

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