



METZ, HUSBAND & DAUGHTON, PA

DOUGLAS S. BELL
JAMES R. DAUGHTON, JR.
LESLIE DUGH
WARREN H. HUSBAND
ALLISON LIBY-SCHOONOVER*
AIMEE DIAZ LYON
STEPHEN W. METZ
ANDREW T. PALMER*
KARL RASMUSSEN*

**Governmental Consultant-
Not a Member of the Florida Bar*

REPLY TO:

Post Office Box 10909
Tallahassee, Florida 32302-2909

119 South Monroe Street, Suite 200
Tallahassee, Florida 32301

Telephone: (850) 205-9000
Facsimile: (850) 205-9001

September 14, 2023

Kurt Swartzlander
City Manager
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

Re: State Governmental Affairs Services

Dear Mr. Swartzlander:

Thank you for your interest in our firm and the opportunity to represent the City of Daytona Beach Shores ("the City"). Based upon our conversation, we have prepared this engagement letter in response to your expressed interest in retaining our firm to assist the City with representation before Florida's legislative and executive branches. This representation will focus on lobbying in pursuit of legislative appropriations as directed by the City Manager or his/her designee.

The purpose of this letter is to set forth our understanding of the services you expect our firm to perform and the resulting fee for those services. Accordingly, this letter confirms our agreement to represent the City from the period of September 15, 2023 – September 14, 2024.

Our firm's fee for providing these services will be \$40,000, paid in monthly installments, with the first installment due upon execution of this agreement. The City will also be responsible for all customary costs that are incurred in the course of your representation, including, but not limited to, copying, computer research services, and other out-of-pocket expenditures.

Our firm will send you an invoice reflecting the fees then due and any cost disbursements. Rest assured, however, that we are always mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. As such, we will seek at all times to represent you in the most cost-efficient and effective manner possible. Our representation will conform to the terms of this agreement, and may be terminated by either party upon 30 days notice.

Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.

We sincerely appreciate the opportunity to represent the City, and look forward to a successful working relationship.

Sincerely,



Douglas S. Bell
Metz, Husband & Daughton, P.A.

Agreed to and Accepted by:
The City of Daytona Beach Shores

By: Nancy J. Miller

Name: Nancy J. Miller

Title: Mayor Daytona Beach Shores