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REPLY TO:

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Mr. William J. Stewart, Esq.
Secretary and Legal Counsel
Harbor Branch Oceanographic Institute Foundation, Inc.
3545 Ocean Drive, Suite 201
Vero Beach, FL 32963

Dear Bill:

As requested, I have prepared this retainer agreement under which our firm will provide legislative and executive branch representation to the Harbor Branch Oceanographic Institute Foundation (HBOIF) during 2024. 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 Foundation from the period of January 1, 2024, through December 31, 2024.

Our retainer agreement for 2019 includes the usual but important “defense” for HBOIF and its specialty license plates, as well as monitoring any legislation, administrative rules or budget allocations that might impact HBOIF and its operations. We will also work in concert with you to develop a strategy which will include attempting to pass legislation to reform the direct support organization statutes to recognize the unique needs of HBOIF in its relationship to FAU. And finally, we will continue our efforts to develop and implement a focused plan to meet with key policy makers in Tallahassee to familiarize them with HBOIF and its mission to support FAU Harbor Branch.

Specifically, our monitoring activities will include attendance at all relevant House and Senate Committee meetings, review of all filed bills and amendments, review of the Florida Administrative Weekly publication for any administrative rule proposals that might impact HBOIF, and review of the budget and especially budget proviso that may impact HBOIF. We will keep you immediately informed in writing and telephonically of any activities in Tallahassee that affect HBOIF and its mission to support FAU Harbor Branch.

We will provide the services outlined above for a fee of \$60,000, payable as follows: \$20,000 due upon execution of this agreement; \$20,000 due on March 1, 2024; and a final payment of \$20,000 due on June 1, 2024. In addition to this fee, HBOIF will be responsible for all costs that our firm incurs in the course of your representation, such as client-specific travel, copying, postage, telecommunication charges, computer research services, lobbyist registration fees, and other out-of-pocket expenditures. We will send a monthly invoice showing the amount of our fees and cost disbursements, which is payable upon receipt.

If you find these arrangements satisfactory, please sign in the space indicated below and return the original to our office.

Again, we have enjoyed our relationship with HBOIF, and we look forward to continuing it into the future.

Sincerely,



Andrew T. Palmer

Agreed to and Accepted by:

Harbor Branch Oceanographic Institute Foundation, Inc.

By: William J. Stewart

Name: William J. Stewart

Title: Secretary