



**Manson
Bolves
Donaldson
Tanner**
Attorneys at Law

September 26, 2023

VIA ELECTRONIC MAIL

Fire Chief Kevin Barbot
Sanibel Fire and Rescue District
2351 Palm Ridge Rd
Sanibel FL 33957
Email: KBarbot@SanibelFire.com

RE: Legislative Representation of the District
before the 2024 Florida Legislature

Dear Chief Barbot:

Thank you for considering Manson Bolves Donaldson Tanner, PA, in the provision of legal services to the Sanibel Fire and Rescue District (District). As discussed, this letter will serve as a proposal of the terms under which MBDT will provide legislative representation during the 2024 Legislative Session regarding an appropriation request related to a new fire station.

This letter is intended to briefly explain our billing practices and procedures. Fees are based upon the ethical rules of the Florida Bar. The amount of the District's statement will be the fair value of the services provided taking into account the time spent by me, the type of service being asked to perform, any special level of expertise required, the size and scope of the matter, the results obtained, and other relevant considerations. The District will be charged \$20,000 for the services being provided during the upcoming 2024 Legislative Session, which will be paid in four monthly installments of \$5,000 in December 2023, and January, February, and March 2024. Billing statements will be rendered on a monthly basis and are due and payable upon receipt. The District will be provided the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the usage of the services by individual clients. Therefore, in addition to fees for legal services, the District will also be charged separately for certain costs and expense disbursements, including travel expenses; messenger, courier, and other communication costs; and document reproduction, not to exceed \$2,000.

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Billing statements will be rendered on a monthly basis and are due and payable upon receipt. Every effort will be made to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements are not available until the following month, in which case a supplemental statement will be rendered for these additional charges.

Contract provisions required by Florida Law:

1. **MBDT's Representations and Warranties.** MBDT represents and warrants to District as follows:

1.1. **Scrutinized Companies.** MBDT is in compliance with Section 287.135, Florida Statutes. As required by subsection 287.135(5), Florida Statutes, MBDT certifies that it is not on any of the following lists: 1) Scrutinized Companies that Boycott Israel, 2) Scrutinized Companies with Activities in Sudan, or 3) Scrutinized Companies with Activities in the Iran Petroleum Energy Sector. The District may terminate this Agreement if MBDT is found to be out of compliance with this statute.

1.2. **Public Entity Crimes.** MBDT is not on the convicted vendor list for a public entity crime maintained by the Florida Department of Management Services and is in compliance with Sections 287.132 and 287.133, Florida Statutes. MBDT will remain in compliance with Sections 287.132 and 287.133, Florida Statutes, throughout the term of this Agreement and will notify District if it becomes non-compliant.

1.3. **Discriminatory Vendor List.** MBDT is not on the discriminatory vendor list maintained by the Florida Department of Management Services, and is in compliance with subsection 287.134(2)(a), Florida Statutes. MBDT will remain in compliance with Section 287.134, Florida Statutes, throughout the term of this Agreement and will notify District if it becomes non-compliant.

1.4. **E-Verify.** MBDT is in compliance with Section 448.095, Florida Statutes. As required by Subsection 448.095(2)(a), Florida Statutes, MBDT has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees.

2. **Public Records.**

2.1. **Duty to Maintain and Provide Records.** MBDT shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes unless they are exempt under Florida law. MBDT shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the MBDT does not transfer the records to the District.

2.2. IF MBDT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MBDT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE: (239) 472-5525; EMAIL: KBARBOT@SANIBELFIRE.COM, OR MAIL: 2351 PALM RIDGE RD, SANIBEL FL 33957.

2.3. Post Contract Responsibilities. Upon completion of this contract, MBDT shall keep and maintain, at no cost, to the District, all public records produced under this Agreement in the possession of the MBDT or shall transfer them to the District. If the MBDT transfers all public records to the District, MBDT shall destroy any duplicate public records. If MBDT keeps and maintains public records after completion of the contract, the MBDT shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the District upon request from the District in a format that is compatible with the information technology systems of the District

Please indicate your understanding of the agreement to the above-described engagement by signing and dating this letter in the spaces provided below.

I appreciate the opportunity to be of service to the District now and in the future. My goal is to provide services to the District on the most efficient basis possible. Please do not hesitate to contact me should you have any questions or comments.

Sincerely,



Laura Jacobs Donaldson

ACKNOWLEDGED AND AGREED:

Sanibel Fire & Rescue District

By: K-Barbot, FIRE CHIEF

Dated: 10/11/23