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REPLY TO:

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February 25, 2019

Katha Kissman
President and CEO
Harbor Branch Oceanographic Institute Foundation, Inc.
5600 North U.S. Highway 1
Fort Pierce, FL 34946

**Re: 2019 Legislative and Executive Retainer
Harbor Branch Oceanographic Institute Foundation, Inc. (The Foundation)**

Dear Katha:

As requested, I have prepared this retainer agreement under which our firm will provide legislative and executive branch representation to The Foundation during the 2019 calendar year. 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, 2019, through December 31, 2019.

Our successful representation of The Foundation through the years has been due to a number of factors. Combining hard work with sound state policy arguments has obviously been important. But also important is the consistent and visible presence we have been able to provide for The Foundation with the Legislature and the Governor. This visibility has allowed The Foundation to not only play successful "defense" but also to push affirmative legislation when needed.

Our retainer agreement for 2019 includes the usual but important "defense" for Harbor Branch and its specialty license plates, as well as monitoring any legislation, administrative rules or budget allocations that might impact The Foundation and its operations. Additionally, we will continue our efforts to develop and implement a focused plan to meet with key policy makers in Tallahassee in order to familiarize them with The Foundation and its mission to support FAU Harbor Branch.

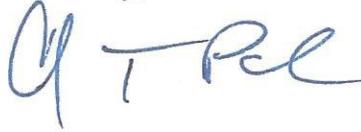
Specifically, our monitoring activities will include attendance at all relevant House and Senate Committee meetings, review of all filed bills and amendments, review of the Florida Administrative Weekly publication for any administrative rule proposals that might impact The Foundation, and review of the budget and especially budget proviso that may impact The Foundation. We will keep The Foundation immediately informed in writing and telephonically of any activities in Tallahassee that affect The Foundation and its mission to support FAU Harbor Branch. We would also appreciate any feedback regarding legislative activities that might relate to FAU Harbor Branch so that we can alert them as may be needed.

We would provide the services outlined above for a fee of \$40,000, payable as follows: \$20,000 due upon execution of this agreement; \$10,000 due on March 1, 2019; and a final payment of \$10,000 due on June 1, 2019. In addition to this fee, The Foundation would 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 The Foundation, 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: KATHA KISSMAN

Name: KATHA KISSMAN

Title: PRESIDENT + CEO