**VILLAGE OF ESTERO, FLORIDA**

**RESOLUTION NO. 2015 - 73**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING THE ENGAGEMENT LETTER BETWEEN THE VILLAGE OF ESTERO AND GRAYROBINSON FOR LOBBYING SERVICES; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE ENGAGEMENT LETTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Estero recognizes the importance of monitoring and participating in the State legislative process in order to protect the interests of the Village and its residents; and

**WHEREAS,** GrayRobinson wishes to provide professional legislative consulting and lobbying services before the legislature of the State of Florida and the executive branch of the Florida Government.

**NOW, THEREFORE,** be it resolved by the Village Council of the Village of Estero, Florida:

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Village Council authorizes the Village Mayor to execute an engagement letter with the firm of GrayRobinson, P.A., for consulting and lobbying services before the legislature of the State of Florida.

**Section 3.** This Resolution shall take effect immediately upon adoption.

**ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this 21st day of October, 2015.

Attest:

By: _____
Kathy Hall, MMC, Village Clerk

**VILLAGE OF ESTERO, FLORIDA**

By: _____
Nicholas Batos, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

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October 12, 2015

Village of Estero
Mayor Nick Batos
21500 Three Oaks Parkway
Estero, FL 33928

RE: Legislative Lobbying for the Village of Estero

Dear Mayor Batos:

We are pleased that you have engaged us on behalf of the Village of Estero ("the Village") to monitor legislative issues that may impact the Village. The purpose of this letter is to confirm the terms of our engagement for the matters we are working on at your request. We understand that the scope and nature of our this engagement letter is limited to assisting with Executive and Legislative Branch legislative lobbying.

I will be the attorney/lobbyist principally responsible to the Village. Services under this engagement will be performed for a flat fee of $1,500.00 monthly from November 1, 2015 until August 31, 2016. The monthly rate will be increased to $2,500.00 monthly on September 1, 2016 in anticipation of the 2017 legislative session.

The attorney-client privilege is an important subject that we raise with our clients. As a matter of professional responsibility, we are required to preserve the confidences of our clients. This professional obligation and the legal privilege accorded attorney-client communications exist to encourage candid and complete communication between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including, under certain circumstances, employees or representatives of the Village. We should discuss in advance any intention you have to include others in this confidential relationship.

We will send monthly statements for our lobbying services rendered in the previous month, which statements are due within thirty (30) days of receipt. Each statement contains a summary description of legal services for the period covered by the statement.

As in any professional relationship where mutual trust and confidence are essential, it is appropriate for the Village and for GrayRobinson, P.A. to be able to terminate our engagement at any time by a thirty-day written notice.

If our engagement is terminated, we understand that the Village will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees for legal services rendered.

Because of the size of our firm and our representation of other clients, it is possible that there may arise in the future a dispute between another client and the Village. Our acceptance of the current representation of the Village will preclude us from accepting future representations adverse to the Village which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition of our undertaking the representation described in this letter, you and we agree that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to the Village, with respect to maters not substantially related to the particular matters for which you have engaged our services.

We would appreciate you acknowledging that this letter correctly reflects the terms of our engagement by signing, dating and returning to me the enclosed copy of this letter. this is a space for this acknowledgement below my signature. We are very pleased to be working with you in this capacity.

Sincerely,

Burt Saunders

Acknowledged and agreed to me on this _____ day of _____2015.

VILLAGE OF ESTERO

_____

By: Nicholas Batos, Mayor