



Dean Mead & Dunbar
215 S. Monroe Street, Suite 815
Tallahassee, Florida 32301

(850) 999-4100
(850) 577-0095 Fax
www.deanmead.com

Attorneys and Counselors at Law
Orlando
Fort Pierce
Viera
Gainesville
Tallahassee

CARI L. ROTH
croth@deanmead.com

ENGAGEMENT AGREEMENT

THIS AGREEMENT, by and between Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., hereinafter referred to as the "Firm," and the City of Holmes Beach, hereinafter referred to as "the City" :

WITNESSETH:

THAT WHEREAS, the parties desired to enter into a continuing relationship pursuant to which the Firm will provide services on behalf of the City before the Legislative and the Executive Branches of Florida government for the purposes herein expressed; and

WHEREAS, the Firm is prepared to provide such advocacy services and will assign Cari Roth and other attorneys of the Firm to the representation, and Cari Roth will serve as the primary contact with the City on behalf of the Firm.

NOW THEREFORE, in consideration for the covenants herein contained and the monies to be paid hereunder, the parties do hereby agree to the representation upon the terms and conditions herein below.

1. The scope of services to be provided shall be limited to representation of the City on opposition to legislation further restricting local governments' ability to regulate vacation rentals such as those contained in SB 188 and HB 425, and the services will include the following:
 - a. Provide legislative representation during the regular or any special sessions that may be called during the time period of this agreement, including attendance at committee meetings before and after the regular session and during any called special sessions.
 - b. Develop and maintain contacts with members of the Florida House and Senate, as well as members of their staff and committee staff members on the matter of interest and concern to the City.

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- c. Develop and maintain contacts with the Executive Branch of state government, including the Executive Office of the Governor to express opposition to the further restriction of local governments' ability to regulate vacation rentals. In the event legislation further regulating local governments' ability to regulate vacation rentals passes the Legislature, the Firm will represent the City before the members and staff of the Executive Branch of state government, including the Executive Office of the Governor, to encourage the veto of such legislation.
2. Our representation in this capacity will begin effective as of the City's execution of this Agreement and will continue through July 31, 2017. The terms of this Agreement shall be reviewed during July of 2017 at which time the parties will consider if such Agreement shall be modified or extended. The fee for these services under the terms of the Agreement will be \$15,000.00 to be billed in two monthly installments of \$7,500 in March and April, 2017.
 - a. Incidental expenses incurred by the Firm, such as lobby registration fees, travel, long distance telephone, fax, delivery charges, and reproduction costs, will be separately itemized and submitted on the billing invoices.
 - b. Any expenses for travel and other extraordinary costs will require the prior approval of the City, and those expenses that have been previously approved will be separately itemized after they have been incurred by the Firm.
 - c. This agreement may be canceled by either party for any reason by giving thirty (30) days written notice. In the event of cancellation, the City agrees to pay for services rendered and any expenses incurred through the date of cancellation.
3. The City acknowledges the Firm's responsibility to file this contract with the Florida House pursuant to Rule 17.1(i) of the Florida House and consents to such disclosure.

IN WITNESS WHEREOF, the undersigned parties have hereto have executed this agreement.

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.



Cari L. Roth, Supervising Attorney

The City of Holmes Beach



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Orlando
Fort Pierce
Tallahassee
Tampa
Viera/Melbourne

PETER M. DUNBAR
MARTHA J. EDENFIELD
CARI L. ROTH
BRITTANY FINKBEINER
pdunbar@deanmead.com
medenfield@deanmead.com
croth@deanmead.com
bfinkbiner@deanmead.com

CONTRACT ADDENDUM

By mutual consent of the parties hereto and consistent with the Sections 11.045 and 112.3215 and related provisions of the Florida Statutes, the contract with Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., (the "Firm") makes the following good faith estimates with regard to the services and the compensation for said services in the following categories:

1. Lobbying before the Legislature: The client and Firm agree that the portion of time and services under the Agreement that is to be devoted to influencing or attempting to influence legislative action or non-action through oral or written communication or attempting to obtain the goodwill of members of the Legislature and employees of the Legislature shall be equal to eighty percent (80%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services through all Phases shall be \$12,000.00.
2. Lobbying before the Executive Branch: The client and Firm agree that the portion of time and services under the Agreement that is to be devoted to influencing or attempting to influence an agency with respect to a decision of the agency in the area of policy through oral or written communication or attempting to obtain the goodwill of an agency official or employee shall be equal to ten percent (10%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services through all Phases shall be \$1,500.00.
3. Other Non-Lobbying Services: The Client and Firm agree that the portion of time and services under the Agreement to be devoted to non-lobbying services for the client and its employees, including, but not limited to, preparation of written and oral briefings, attendance at meetings of the client and periodic related travel, and legislative update reports shall be equal to ten percent (10%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services through all Phases shall be \$1,500.00.

Consistent with the terms and conditions of the contract with Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., the parties hereby agree and confirm the good faith estimates outlined herein.

DEAN, MEAD, EGERTON, BLOODWORTH, CITY OF HOLMES BEACH
CAPOUANO & BOZARTH, P.A.

By: 
Cari L. Roth,
Supervising Partner

By:  3/1/12
Bob Johnson, Mayor
City of Holmes Beach