



City of Holmes Beach

5801 Marina Drive
941-708-5800

Holmes Beach, Florida 34217
Fax 941-708-5812

October 5, 2017

Cari L. Roth, Supervising Attorney
Dean, Mead, Egerton, Bloodworth
Capouano & Bozarth, P.A.
215 S Monroe St, Ste 815
Tallahassee FL 32301

Re: Engagement Agreement

Dear Ms. Roth:

Enclosed is a fully-executed Engagement Agreement between the Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., and the City of Holmes Beach. The agreement was approved by the Holmes Beach City Commission at their meeting held September 26, 2017.

Let me know if there are any questions, or if further information is needed.

Sincerely,

Stacey Johnston, MMC
City Clerk

DEAN MEAD

ATTORNEYS AT LAW

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
Tallahassee
Tampa
Viera/Melbourne

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 desire 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 promoting home rule authority over vacation rentals and opposition to legislation further restricting local governments' ability to regulate vacation rentals. 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 during 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.

c. Develop and maintain contacts with the Executive Branch of state government, including the Executive Office of the Governor. 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 September 1, 2017 and will continue through June 30, 2019. The fee for these services under the terms of the Agreement will be \$4,000.00 per month to be billed monthly in advance beginning September, 2017 and the beginning of each month thereafter through termination of this Agreement.

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. In the event that local government authority over vacation rentals ceases to become an issue that the City seeks representation on, the Firm and the City may agree to substitute other issue(s) for the Firm to advocate before the Legislative and Executive branch.

d. 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.

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

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

The City of Holmes Beach



Cari L. Roth, Supervising Attorney



Bob Johnson, Mayor

CONTRACT ADDENDUM

By mutual consent of the parties hereto and consistent with the enactment of revisions to Sections 11.045 and 112.3215 and related provisions of the Florida Statutes, the contract with Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. (hereinafter referred to as "Dean Mead") is revised to identify the services and the compensation for said services in the following categories:

1. **Lobbying before the Legislature:** The client and Dean Mead 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 thirty three (33%) of the total time and services to be provided under this Agreement. The compensation to be paid for these services shall be \$29,333.33.

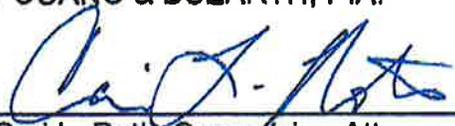
2. **Lobbying before the Executive Branch:** The client and Dean Mead agree that the portion of time and services under the Agreement that is to be devoted to influencing or attempting to influence an agency with respect to a decision of the agency in the area of policy through oral or written communication or attempting to obtain the goodwill of an agency official or employee shall be equal to thirty-three (33%) of the total time and services to be provided under this Agreement. The compensation to be paid for these services shall be \$29,333.33.

3. **Other Non-Lobbying Services:** The client and Dean Mead agree that the portion of time and services under the Agreement to be devoted to non-lobbying services for the client, its members and employees, including, but not limited to, preparation of educational, written and oral offerings and briefings on legislative activities, research, communications with other court conferences and judicial administration officials, attendance at meetings of the client and related travel, and the preparation of written reports for the client, shall be equal to thirty-four (34%) of the total time and services to be provided under this Agreement. The compensation to be paid for these services shall be \$29,333.34.

4. **Contract Disclosure:** Current rules of the Florida House, Rule 17.1 (i), require that lobbyists representing public entities must submit a copy of the contract to the House Public Integrity and Ethics Committee. The client and Dean Mead agree that Dean Mead will comply with said House rule as long as it is in effect.

Except as modified hereby, the terms and conditions of the contract with Dean Mead are ratified and confirmed to be effective this 5th day of ~~September~~ ^{OCTOBER}, 2017. *RM*

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

By: 
Cari L. Roth, Supervising Attorney

By: 
Bob Johnson, Mayor