



ENGAGEMENT LETTER AND AGREEMENT

September 9, 2024

VIA EMAIL:

City of Clearwater
Municipal Services Building
100 S. Myrtle Avenue
Clearwater, FL 33756

RE: Engagement Letter

To Whom it May Concern:

We are pleased that **City of Clearwater** (the "Client") has chosen to engage Johnston & Stewart Government Strategies, LLC (the "Firm") to provide contract lobbying and related governmental consulting services. Consistent with the rules of ethics for professional lobbyists, it is our firm's practice to advise our clients in writing of the terms and conditions under which we undertake a representation.

First, to protect both of us and to comply with our professional obligations, this engagement is subject to clearance of any conflicts of interest with present or former clients of our firm. We have performed a conflict check regarding those parties presently involved and have determined that no conflict exists at this time. However, in order to help us in the future, if you become aware of additional potential adverse parties, then please provide us with the name of any such person or entity as soon as possible. Also, if we become aware of any potential or actual conflict, we will so advise you. Further details regarding potential conflicts of interest are described in Section "C" of this agreement.

A. Scope of Services.

The Firm will assist the Client in connection with its efforts before the Florida Legislature and Executive Branch and other governmental entities, agencies or departments within the State of Florida. We want to assure you that we will endeavor to serve you effectively and strive to

represent your interests vigorously and efficiently. Accordingly, in support of achieving the Objective, the Firm will undertake the following Scope of Services:

- Assist in development of a list of priorities, of which the firm will actively and aggressively advocate for or against;
- Identify and execute appropriate strategies through which to pursue priorities or to prevent adverse legislation from moving forward;
- Work closely with the executive branch and legislative leadership to advance the Client in Florida;
- Build relationships between House and Senate leadership as well as other legislators and the Client;
- Provide access to and facilitate meetings with key elected officials;
- Provide access to and facilitate meetings with essential executive and legislative staff as well as executive agency staff;
- Provide access to and facilitate meetings with local elected officials and their key staff members when necessary;
- Assist in the drafting and coordinating of legislation and/or amendment language, including local bills, if requested by the Client;
- Monitor, review and report on proposed legislation and budgetary items during the legislative session on areas of interest, including real-time updates of legislation, news, press releases, calendars and committee actions during committee weeks and the legislative session;
- If deemed appropriate, develop coalitions and/or work with opposition to mediate workable solutions; and
- Inclusive consulting, strategy development, and recommendations for navigating the political and governmental processes.

To advance these goals, we ask that you agree to disclose fully and accurately all pertinent facts and keep us apprised of all developments in this matter. We also ask that you cooperate fully with us and to be available to attend such meetings as are appropriate.

Whereas, the Client expressly acknowledges that the Firm has not given, and cannot give, any assurance of the outcome of any government affairs matters, or other matter for which the firm is retained, nor is this contract contingent on such outcome.

B. Compensation.

The Firm will perform the *Scope of Services* detailed in this proposal in exchange for compensation. Compensation for services will be paid in a monthly retainer amount of five thousand dollars exactly (\$5,000.00).

The Client agrees to tender payment of the retainer no later than the tenth day of each month, except for the first month payment, which will be paid by the last day of that month. The monthly retainer shall be deemed earned upon payment. The proposed fee includes payment of all direct

and indirect expenses reasonably anticipated from this engagement – including, without limitation, required lobbyist registration fees, and all expenses associated with travel to and from Tallahassee or meetings with government officials within the State of Florida.

C. Conflicts of interest.

Both the Firm and the Client recognize the importance of and public ethics when government entities retain professional lobbying services. For that reason, the Firm will decline to represent, advocate for, or assist any person, entity, or other client in Matters Adverse to the City. For purposes of this agreement, "Matters Adverse to the City" include any topic that directly or indirectly weakens, undermines, or competes with the most recent legislative agenda approved by the Clearwater City Council.

Any advocacy that erodes or reduces any aspect of the Client's statutory or home rule authority shall always be considered a Matter Adverse to the City, regardless of whether the topic is specifically mentioned in the City Council's most recent legislative agenda. In addition, any advocacy that directly or indirectly creates unfunded mandates for the City of Clearwater shall always be considered a Matter Adverse to the City.

The Client, in its sole discretion, may choose in writing to waive a conflict of interest in any particular matter. A conflict waiver must be provided in writing by either the City Manager or City Attorney. The Firm shall not imply or infer a waiver via silence or oral representations.

D. Term of the agreement.

This agreement shall become effective on October 1, 2024, and shall remain effective until September 30, 2028, and will automatically renew unless either party gives written notice of non-renewal by certified mail with return receipt at least thirty (30) days prior to the expiration date of this agreement.

Please review this agreement carefully and, if you have any questions concerning the foregoing terms and conditions, do not hesitate to contact us. If this agreement is acceptable to you, please acknowledge that you have reviewed it, understand it, and desire to retain us on the basis of the terms of this letter and attachment (Standard Terms and Conditions of Engagement) by signing and delivering to us the enclosed copy. We recommend that you keep a copy of this letter and our Standard Terms in your file.

Thank you for allowing us to be of service.

Sincerely,

Johnston & Stewart Government Strategies

By: *Amanda Stewart*
Amanda Stewart
Principal

THE ABOVE REPRESENTATION IS ACCEPTED
AND AGREED TO:

By:
City of Clearwater

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

1. **Costs:** Although the Compensation described in this agreement includes all direct and indirect expenses, the parties recognize there may be unusual circumstances in which the Client requests, or the Firm is required to incur, extraordinary expenses. The Firm will seek pre-approval of all extraordinary expenses. If pre-approved by the Client, Client shall be responsible for such costs incurred on the Client's behalf. In order to allocate these expenses fairly, these items are separately itemized on our statements as "costs advanced" or "disbursements."
2. **Late Payments:** We are confident that our clients make every effort to pay us promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added costs we incur as a result of clients who are delinquent, we reserve the right to impose an interest/service charge of one percent per month for late payments. In no event will the service charge be greater than permitted by applicable law.
3. **Non-Payment of Fees and Costs:** Failure to pay any statement rendered when due will constitute a default. In the event of a default, you agree that in our discretion we may immediately cease all legal services on your behalf or discontinue our representation (subject to our ethical obligations and any other applicable provision of law).
4. **Applicable Law:** The laws of the State of Florida will govern the interpretation of this agreement, including all rules or codes of ethics which apply to the provision of services by us.
5. **Payment by Others:** Sometimes another party to a transaction agrees to pay our client's fees. However, in such case our client remains primarily liable for payment of all fees and costs.
6. **Litigation:** In legal proceedings over any dispute between us which arises under or is in any way related to this agreement, including but not limited to collection of funds owed us, the prevailing party shall be entitled to recover its attorneys' fees and costs. Either party may recover prevailing party attorneys' fees whether the party represents themselves or hires other attorneys to represent the party. Jurisdiction for such lawsuit is exclusively proper in the State of Florida in Pinellas County, Florida, and you voluntarily submit to this state's jurisdiction and venue in Pinellas County, Florida for this matter.
7. **Termination Clause:** Both parties shall have the option to opt out of contract, without cause, with 30 (thirty) day written notice by certified mail.
8. **Lobbyist Registration, Compensation and Expense Reporting and Compliance:** The Firm shall comply with all applicable local and state laws, ordinance and rules regarding lobbying registration, compensation and expense reporting and compliance. Should state level compensation reporting be required, compensation will be reported as 70% attributable to legislative branch compensation reporting and 30% to executive branch compensation reporting.
9. **JURY TRIAL WAIVER:** The parties hereby knowingly and voluntarily waive their right to a trial by jury in regard to all disputes, claims, counterclaims, defenses and controversies arising out of or related to the services provided under or relating to this fee engagement letter.