

STATE LOBBYING SERVICES AGREEMENT

THIS AGREEMENT is made on the 2nd day of September, 2020 by and between the City of Clearwater, Florida, P.O. Box 4748, Clearwater, Florida 33758 ("the City") and the Law Firm of Dean, Mead & Dunbar, 215 S. Monroe Street, Suite 815, Tallahassee, Florida 32301 ("Consultant").

WITNESSETH:

WHEREAS, in 2020, the City issued a Request for Qualifications to the Law Firm of Dean, Mead & Dunbar to provide State Lobbying Services, attached as Exhibit A; and

WHEREAS, Consultant agrees to provide State Lobbying Services to the City as described in Consultant's Qualifications Submittal proposal, attached as Exhibit B the primary lobbyists under the agreement pursuant thereto were Peter Dunbar and Martha Edenfield;

NOW, THEREFORE, in consideration of the promises and mutual covenants here in contained, the parties hereto do hereby agree as follows:

Section 1. AUTHORIZATION TO PROCEED AS CONSULTANT. Consultant is hereby authorized under the terms and conditions of this Agreement to provide State Lobbying Services to City as described in Exhibits A and B. The estimated allocation of time for said services is reflected on the Addendum in Exhibit C.

Section 2. SCOPE OF SERVICES. Consultant shall keep City informed and active in the state legislative process by working with city staff to advocate the City's position regarding issues before the state legislature and various state agencies. Consultant agrees to organize a lobbying team led by Peter Dunbar and Martha Edenfield which shall include all the resources of the individual lobbyists of the consultant's firm to assist and represent the City on issues which shall include, but are not limited to the following:

- A. Strategic governmental relations program development and planning;
- B. Lobbying and advocacy before administrative agencies;
- C. Proactive issue identification and management;
- D. Timely assessment of information which may affect the City;
- E. Legislative monitoring and lobbying;
- F. Regulatory agency representation;
- G. Assessment of budgetary and regulatory issues;
- H. Regular updates and city-related issues;
- I. Administrative Branch representation; and
- J. Issue Analysis

Section 3. LOBBYING TEAM. It is understood and agreed between the City and Consultant that the lobbying team shall consist of two members and that responsibility for organization and leadership of the lobbying team will fall upon Peter Dunbar and

Martha Edenfield but the consultant team will include all of the resources of the Consultant's individual lobbyists. The City reserves the right in its absolute discretion to cancel this Agreement if either Peter Dunbar or Martha Edenfield is not responsible for the organization and leadership of the lobbying team.

Section 4. TERM. The term of this Agreement shall be October 1, 2020 through September 30, 2024.

Section 5. PROFESSIONAL FEES FOR SERVICES. The City and Consultant agree to an annual flat fee for state lobbying services of Forty-Eight Thousand (\$48,000). Consultant shall bill City Four Thousand (\$4,000) per month. Special projects before executive agencies that are not included in the Scope of Services will be agreed to in advance and billed separately at the hourly rates of \$200 to \$350 an hour as approved by the City Manager. Expenses shall not exceed 10% of the contract amount per year.

Section 6. COMPENSABLE EXPENSES. Reimbursement of expenses shall be made by the City to the Firm for reasonable out-of-pocket expenses as determined by the City Manager without markup, for long distance calls and facsimiles, copying or reproducing documents, postage, court costs, parking costs and travel incurred by Consultant in performance of the duties hereunder. Travel and per diem costs as well as automobile travel expenses shall not exceed that which is available to City of Clearwater employees. Expenses shall not exceed \$4,800 per year.

Section 7. INDEMNIFICATION AND INSURANCE. Consultant agrees to protect, defend, indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or due to any negligent act or omission of Consultant or its employees in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting its liability under this Agreement, Consultant shall procure and maintain during the life of this Agreement professional liability insurance in a minimum amount of one million dollars (\$1,000,000). This provision shall survive the termination of this Agreement.

Section 8. CONFLICT OF INTEREST. It is understood by the City and Consultant that Consultant is not aware of any clients of the Firm that currently present any direct conflict between the interests of the City and other clients of Consultant. If any potential conflict of interest arises during the time Consultant is representing the City, Consultant will promptly inform the City. In that event, Consultant and City shall agree upon a lobbyist to represent the City on any issue in conflict and agree upon the appropriate fee for said services, which shall be deducted from Consultant fee. With regard to those clients which the Firm began representing after the City of Clearwater's initial representation, all conflicts would be resolved in favor of the City of Clearwater.

Section 9. CONSTRUCTION AND AMENDMENTS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City and Consultant.

Section 10. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement for any reason upon thirty (30) days advance written notice to the other party. In the event of cancellation, Consultant shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation.

Section 11. ATTORNEYS FEES. In the event that either party seeks to enforce this Agreement through attorneys at law, then the parties agree that each party shall bear its own costs and that jurisdiction for such an action shall be in a court of competent jurisdiction in Pinellas County, Florida.

IN WITNESS WHEREOF, the City of and Consultant have executed this Agreement as of the date first written above.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By: _____
William B. Horne II
City Manager

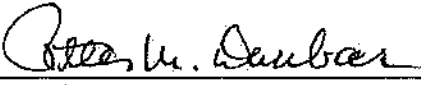
Approved as to form:

Attest:

Paul Richard Hull
Assistant City Attorney

Rosemarie Call
City Clerk

Dean, Mead & Dunbar



Peter M. Dunbar, Esq.

EXHIBIT "C"

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 during the 2005-B Special Session of the Legislature, the contract with Dean, Mead & Dunbar (hereinafter referred to as "Firm") is revised to identify 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 fifty percent (50%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$24,000.00.
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 twenty-five percent (25%) of the total time and services to be provided under this Agreement. The Annual compensation to be paid for these services shall be \$12,000.00.
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, its members and employees, including, but not limited to, educational written and oral offerings and briefings, legal intergovernmental communications with local governments and local government associations and the preparation of written opinions and reports for the client, shall be equal to twenty-five percent (25%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$12,000.00.

Except as modified hereby, the terms and conditions of the contract with Dean, Mead & Dunbar are ratified and confirmed to be effective this 1st day of October, 2020.

DEAN, MEAD & DUNBAR

CITY OF CLEARWATER

By: 

Peter M. Dunbar

Rosemarie Call
City Clerk