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CONTRACT FOR PROFESSIONAL SERVICES

This contract is entered into this 6th day of January, 2015, by and between the Board of County Commissioners of Manatee County, Florida ("County") and the law firm of Dean Mead ("Firm").

WHEREAS, the Board of County Commissioners of the County desires to be more effective in communicating with the Florida Legislature, the Governor's office, and state regulatory agencies ("Government Relations"); and

WHEREAS, the Board of County Commissioners wishes to obtain assistance with governmental relations expertise to work with County officials to enhance relationships with the Florida Legislature, the Florida Cabinet and state government agencies; and

WHEREAS, the Firm wishes to provide such representation; and

WHEREAS, Manatee County Code § 2-2-32(a)(5) provides that the County Attorney will advise and provide recommendations to the County Commission concerning the retention of outside law firms; and

WHEREAS, Manatee County Code § 2-2-32(a)(6) provides that the County Attorney is responsible for supervising, monitoring, reviewing and approving the services, compensation, and expenses of outside attorneys; and

WHEREAS, pursuant to these authorities the County Attorney has advised that the Firm's historical performance and current professional staff demonstrate its ability to perform the requirements of this contract; and

WHEREAS, the County Administrator, based on the Firm's performance and responsiveness, has also recommended retaining the Firm's Government Relations services; and

WHEREAS, the Parties have agreed to the terms under which the Firm will represent the County and wish to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

SECTION I. GOVERNMENTAL RELATIONS PROFESSIONAL SERVICES.

(A) The Firm will provide Governmental Relations professional services to the County and represent the County on matters before the legislative and executive branches of government in Florida. All such services will include consultation with the County through its Board of County Commissioners and professional staff. The County Administrator and the County Attorney, or their respective designees, will be the County's primary points of contact. These officials will from time to time inform the Firm of their respective designees.

(B) All Governmental Relations work shall be carried out in accordance with general policies and goals set by the County. The Administrator's designee shall communicate the County's priorities and positions to the Firm, and will also independently monitor legislative proposals and circulate those to pertinent County staff for review and comment.

(C) The services and assistance Firm shall provide to County shall generally include:

(1) monitoring legislative or executive initiatives which may affect the County or its revenues, expenses, authority, status, or other goals, objectives or policies, and communicating such initiatives to the County;

(2) advocating County positions and priorities to the Florida Legislature, the Cabinet, and executive agencies;

(3) providing more detailed advice, analysis and research relating to issues of particular importance to the County, and suggesting strategies for responding or reacting to threats, challenges or opportunities in the legislative or regulatory realm;

(4) helping the County develop legislative and executive branch lobbying strategies, and implementing such strategies during each legislative session;

(5) advocating for state appropriations and other available state, regional or agency-administered funding available to the County, and assisting County staff in the identification of new funding sources or opportunities;

(6) organizing and where possible attending meetings in Tallahassee among elected or appointed officials or their staffs and County officials; and

(7) providing a session wrap up report to the County's elected Commissioners, which may include a presentation in person, or via phone or video conference.

(D) The Firm acknowledges effective Governmental Relations services are greatly impacted by individual experience and firmly established relationships with elected and appointed officials and their staffs. The Firm thus agrees that the Governmental Relations services called for in this contract will primarily be provided by Cari Roth. While other members of the Firm or their support staff may assist in providing such services, Ms. Roth will remain accountable for such work being performed to required standards.

(E) In performing its duties related to providing information and updates to the County's Commissioners and professional staff, particularly during the legislative session, the Firm shall employ methods of communication, including e-mails and telephone, designed to quickly convey important developments. In performing these duties, the Firm shall make every reasonable effort to deliver concise and up-to-date information, tailored where possible to information and formats the County informs the Firm it would find most useful.

SECTION 2. COMPENSATION FOR GOVERNMENTAL RELATIONS PROFESSIONAL SERVICES.

(A) The Firm will be compensated for the professional services described herein based upon a monthly retainer fee of Four Thousand Eight Hundred Dollars (\$4,800) per month, exclusive of expenses, payable to Dean Mead. In addition to the monthly fee, the Firm will receive reimbursement from the County for actual costs incurred such as travel expenses, copying charges, long distance telephone charges, and overnight delivery expenses.

(B) Payment will be governed by the Florida Prompt Payment Act, and the Firm acknowledges that reimbursement of certain out of pocket expenses may be limited by County policies. Authorization for such expenses should be obtained by the Firm prior to incurring same where possible.

(C) Services not directly related to the provision of Governmental Relations services by members of the Firm (e.g. bond counsel services, special counsel services, specific legal representation) will be billed separately in accordance with other engagement or retainer agreements between the Firm and the County Attorney's Office.

SECTION 3. TERM; TERMINATION; GOVERNING LAW.

(A) The initial term of this contract shall commence on January 1, 2015, and terminate on June 30, 2016. The contract thereafter shall automatically renew for successive one-year term unless otherwise terminated by the Parties.

(B) This contract may be terminated with or without cause by either Party at any time upon thirty (30) days written notice to the other Party. Notice to the Firm shall be to Cari Roth. Notice to the County shall be to the Manatee County Attorney and Manatee

County Administrator. In the event of termination, the Firm shall be paid any reimbursable expenses owed as of the termination date, as well as any unpaid fees due.

(C) This contract may be executed in multiple counterparts.

(D) This contract shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be proper in Manatee County.

IN WITNESS WHEREOF, the County and the Firm have caused this contract to be executed on the aforementioned date.

DEAN MEAD


Cari Roth

MANATEE COUNTY


Mitchell O. Palmer, County Attorney



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Manatee County
Attn: Mitchell O. Palmer
Manatee County Attorney
1112 Manatee Ave. W., 9th Floor
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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-four percent (34%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$19,584.00.

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 percent (33%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$19,008.00.

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-three percent (33%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$19,008.00.

Except as modified hereby, the terms and conditions of the contract with Dean Mead are ratified and confirmed to be effective this 24th day of March, 2015.

DEAN, MEAD, EGERTON, BLOODWORTH
CAPOUANO & BOZARTH, P.A.

By: 

Cari L. Roth

By: 

Mitchell O. Palmer
County Attorney
Manatee County