AGREEMENT FOR STATE GOVERNMENTAL RELATIONS SERVICES

THIS AGREEMENT is made and entered into this _____ day of September 2026 by and between the City of Madeira Beach, a Florida municipal corporation, hereinafter referred to as "City", with an address of 300 Municipal Drive, Madeira Beach, FL 33708, and Myers Consulting Group, LLC, a limited liability corporation, hereinafter referred to as "Contractor", with an address of 2822 54th Avenue S., PMB #220, St. Petersburg, FL 33712 (collectively referred to as the "Parties").

WHEREAS, as a municipal government, the City has a need to monitor and potentially influence the state law and rulemaking process, to aid in the development of state legislative strategy, policy recommendations to state agencies and elected officials, to assist in securing legislative appropriations and agency grants, and to advocate for state legislation and regulatory action consistent with the City's legislative program and priorities and to protect the City's interests; and

WHEREAS, the City and Contractor have agreed to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Contractor shall provide the services as outlined in **Attachment "A"**, hereinafter referred to as the "**Services**" or "**Scope of Services**."

ARTICLE 2: COMPENSATION. The Contractor shall be compensated for its Services in accordance with the compensation set forth in the negotiated Contractor's Compensation (incorporated herein at **Attachment "B"**).

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF CITY STAFF AND ASSETS. The Contractor shall not be permitted to utilize any City personnel, equipment, electronic systems or other City subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment "A."** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Contractor, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Contractor's duty to the City, and the Contractor's duty to any other person or entity.

ARTICLE 4: TERM AND RENEWAL OF AGREEMENT. Notwithstanding the date of execution by either Party, the Initial Term will become effective at 12:01 on November 1, 2026, and shall expire one (1) year after the Effective Date. The Parties may agree to renew this Agreement for additional one-year terms ("Extension Terms"). Extension Terms must be agreed to in writing no later than sixty (60) days prior to the expiration of the Initial Term or the first Extension Term as the case may be.

ARTICLE 5: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate. If this Agreement is terminated, the Contractor shall be paid for all work performed up to the date of termination. Prior to final payment, the Contractor will provide to the City all completed original or draft work to date including but not limited to research, records, surveys, technical notes, estimates, specifications and any other documents.

ARTICLE 6: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

If to City:	City of Madeira Beach Attn: City Manager 300 Municipal Drive, Madeira Beach, FL 33708
If to Contractor:	RJ Myers, President 2822 54th Avenue S., PMB #220, St. Petersburg, FL 33712

ARTICLE 7: GENERAL CONDITIONS.

A: PUBLIC RECORDS. The Contractor shall comply with all applicable requirements of the Florida Public Records Law, including Florida Statutes § 119.0701, as applicable. Under that statute, the Contractor shall:

(a) Keep and maintain public records required by the City to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Article 7(A), the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727) 401-1792, E-MAIL (cvanblargan@madeirabeachfl.gov), OR MAIL (CUSTODIAN OF PUBLIC RECORDS, CITY OF MADEIRA BEACH, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FLORIDA 33708).

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Contractor must, by the effective date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to City shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the City. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, a general liability insurance policy of a value not less than $250,000 which could be used to satisfy said obligations or liabilities, naming the City as an additional insured. Contractor shall provide proof of this insurance to the Administrative Services Department upon request.

E: NON-ASSIGNABILITY. While the City understands that Contractor may, due to workflow issues or when unique expertise is required, assign work performed under this Agreement to a different person or team, the City expects that the work performed under this Agreement shall normally be performed by RJ Myers. The Contractor understands that the nature of the Services to be provided under this Agreement are highly specialized and the City will rely heavily on the specific institutional knowledge and experience of RJ Myers to perform the Services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement or any right or interest in this Agreement without the express prior written consent of the City. In the event that RJ Myers no longer works for Contractor or Contractor ceases to assign Mr. Myers to perform the services required in this Agreement, the City may terminate the Agreement immediately.

F: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

G: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

H: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

I: IMMIGRATION COMPLIANCE; E-VERIFY: Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

J: HUMAN TRAFFICKING AFFIDAVIT: The Contractor shall provide the City with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the City's procurement staff.

K: PERSONAL IDENTIFYING INFORMATION. Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.

L: DIVERSITY/EQUITY/INCLUSION CERTIFICATION. Pursuant to Florida Statutes § 166.04971, the City is prohibited from funding the promotion of diversity, equity, and inclusion initiatives. Pursuant to Florida Statutes § 287.139, Contractor shall certify to City prior to executing this Agreement that the funds paid to Contractor will not be used to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined in Florida Statutes § 166.04971.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the City, defend, each City Indemnified Party (defined as the City, and its officers, employees and agents) from and against any Indemnified Loss (defined as any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorneys' fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement).

The obligation of the Contractor under this section is absolute and unconditional; to the extent allowed by applicable law or not otherwise prohibited, it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party.

The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

If the City invokes it's right to defend any claim or action with respect to any Indemnified Loss, the City may employ any outside counsel of its choice to enforce or defend the City's right to indemnity provided by this Agreement. If the Contractor undertakes the defense of any claim or action with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement, whether or not the City Indemnified Party is a party or potential party to it.

ARTICLE 9: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Pinellas County, Florida. Venue for any federal court action shall be in the Tampa Division of the United States District Court for the Middle District of Florida.

ARTICLE 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred-on appeal, regardless of the resolution of the case or appeal(s).

ARTICLE 11: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 12: EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. In accordance with the Florida Electronic Signatures Act, this Agreement may be executed by electronic means.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 15: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and the Parties confirm that in entering this Agreement, they do not intend for it to benefit any other third party.

ARTICLE 16: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives.

CITY OF MADEIRA BEACH:

_____
Ann Marie Brooks, Mayor

_____
Mike Helfrich, City Manager

ATTEST:

_____
Clara VanBlargan, City Clerk
City of Madeira Beach

APPROVED AS TO FORM:

_____

Thomas J. Trask, B.C.S., City Attorney
City of Madeira Beach

MYERS CONSULTING GROUP, L.L.C.:

_____

RJ Myers, President

Attachment A - Scope of Services

The general scope of work requires that Contractors provide applicable consulting expertise related to State Governmental Relations that may include (but not limited to):

a. The Contractor will develop and implement a strategy for the support, opposition, or amendment of pending legislation that may impact City of Madeira Beach Government.
b. Prior to each Legislative or Special Session, the Contractor will present relevant information to the City Manager to inform him of the priorities of Leadership in the House and Senate and the Governor's office in order to address areas of concern or support and develop an advocacy strategy.
c. Prior to each Legislative or Special Session, the Contractor will meet with City staff to assist and advise for specific legislative appropriations.
d. The Contractor will advocate before the Legislature, Governor, and other State agencies as necessary on behalf of the City of Madeira Beach Government during the annual Regular Legislative Session, Special Session(s), and Interim Committee meetings as needed.
e. Once the Session has commenced, the Contractor will provide bi-weekly updates regarding requested legislative appropriations to the City Manager.
f. The Contractor will work with the City Manager and City staff to develop, advise and advocate for specific legislative appropriations.
g. The Contractor will assist City staff in completing annual budget requests and secure sponsors in both the House and Senate to file.
h. The Contractor will work with the City to identify additional relevant state, federal, and local funding opportunities and aggressively advocate for such funding.
i. The Contractor will work with all relevant state agencies on the City's behalf and, when grant applications are under consideration by such agencies, take the appropriate steps necessary to obtain favorable consideration of such applications.
j. The Contractor will notify the City of relevant activities of the Revenue Estimating Conference, and how it may affect the state budget and the City's priorities.
k. The Contractor will attend all relevant legislative appropriations committee meetings and subcommittees.
l. The Contractor will work with the Governor's Office of Policy and Budget to advocate on behalf of the City's appropriation request in an effort to gain support and avoid a veto.
m. The Contractor will monitor agency rulemaking and advise of any relevant proceedings or changes.
n. The Contractor will provide ancillary services, including the electronic forwarding of relevant newspaper articles, analyses, and important governmental announcements.
o. The Contractor will provide an annual legislative overview/presentation to the Board of Commissioners.

Deliverables

- Meetings as requested.
- At the conclusion of each session, prepare a final report to include the final status of legislative items.

Attachment B - Compensation and Payments

The Contractor shall be paid a lump-sum fee of $4,000 per month, not to exceed $48,000 in any 12-month period. Payment shall be made within 30 days after receipt of Contractor’s invoice.