

SERVICES AGREEMENT

This Agreement ("Agreement") is made this 13th day of December, 2022, between SHUMAKER ADVISORS FLORIDA, LLC, having an address at Bank of America Plaza, Suite 2800, 101 East Kennedy Boulevard, Tampa, Florida 33602 ("Shumaker Advisors"), and CITY OF MADERIA BEACH ("Client"), having an office at 300 Municipal Drive, Madeira Beach, Florida 33708 (collectively, "Parties"). Shumaker Advisors and Client agree as follows:

1. **Engagement.** Client hereby engages Shumaker Advisors to provide public affairs services as more particularly set forth on Exhibit A (the "Services").

2. **Registration.** If required by law, representatives of Shumaker Advisors shall register as a lobbyist, and file periodic reports at Client's request. Shumaker Advisors may also advise and assist Client, in completing Client-related reporting as required by the applicable laws and regulations.

3. **Compensation and Expenses.** Client agrees to pay Shumaker Advisors a flat fee of Four Thousand Five Hundred Dollars (\$4,500.00) per month for the Services. Each monthly payment shall be paid by the 5th day of each calendar month in advance. Payments shall be due for a minimum of twelve (12) months. We render statements monthly and they are payable upon receipt. Client will be responsible for reimbursement of our out-of-pocket expenses up to Two Hundred and Fifty Dollars (\$250.00) per month. Any additional expenses are subject to approval by Client.

Where possible, we will channel invoices to you for direct payment. If you ever have questions regarding our statements or the services which are being rendered, please advise us promptly so that we may address your concern and take appropriate action to meet your expectations.

We are confident that our clients make every effort to pay us promptly, and know that you will do likewise. 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 cost we incur as a result of clients who are delinquent, we will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that we are required to institute legal proceedings to collect fees and costs owed by you, you will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

4. **Term.** This Agreement of twelve (12) months, beginning December 1, 2022 and ending November 30, 2023 is a continuation of the successive one (1) year term renewal from the

Agreement dated November 3, 2021. This contract shall automatically renew for successive one (1) year terms, unless either party chooses to opt out.

5. Termination. This Agreement may be terminated by Shumaker Advisors at any time by providing written notice to Client, and or by Client with thirty (30) days written notice provided by Client to Shumaker Advisors. Notwithstanding the preceding sentence, in the event Client terminates, Shumaker Advisors shall be entitled to the compensation specified in paragraph 3 for the remaining Initial Term of the Agreement.

6. Confidentiality. [Intentionally Blank]

7. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. Client understands that Shumaker, Loop & Kendrick, LLP is the managing member of Shumaker Advisors. Entering into this Agreement does not obligate Client to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that Client deems necessary, whether in connection with the Services or otherwise. In the event that Client decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, Client will separately engage Shumaker, Loop & Kendrick, LLP. If Client is a current client of Shumaker, Loop & Kendrick, LLP, Client acknowledges that Shumaker, Loop & Kendrick, LLP has advised Client to seek independent legal counsel to advise Client on the questions of whether Client should proceed with the Services and whether Client should engage Shumaker Advisors to provide the Services. Client acknowledges that Shumaker Advisors does not provide legal services, and is not being retained by Client to provide legal services or legal advice.

8. Choice of Law. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Arbitration. Any dispute between Shumaker Advisors and Client shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

10. Amendment or Waiver. This Agreement may not be modified or amended except by an instrument in writing duly executed by both Parties. The failure of either Party to require strict compliance or performance by the other Party or to fail to claim a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the effectiveness of the Agreement for any Party or prejudice either Party as regards to any provisions

or conditions. No consent provided is effective unless evidenced by an instrument in writing duly signed by the Party sought to be charged with a waiver or consent of a term of this Agreement.

11. Notices. Except as otherwise set forth herein, any and all notices required under the terms of this Agreement shall be in writing and shall be sent by hand delivery or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the Parties at the address set forth in the beginning of this Agreement.

12. Entire Agreement. The terms of this Agreement contain the entire agreement between the Parties and supersede all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement may be made unless made in writing and signed by each Party to this Agreement.

IN WITNESS WHEREOF, the Parties agree to the terms above as evidenced by the signatures below.

CLIENT: CITY OF MEDEIRA BEACH

**SHUMAKER ADVISORS FLORIDA,
LLC**

Signature: _____

Signature: _____

By: Robin Gomez

By: Ronald A. Christaldi

Its: City Manager

Its: President and Chief Executive Officer

Dated: _____

Dated: _____

Exhibit A Services

Shumaker Advisors Florida will provide the following services to CITY OF MADEIRA BEACH: provide consulting and government relations services to City of Madeira Beach before the Florida Executive and Legislative branches and other entities on issues related to City of Madeira Beach.

