



August 16, 2023

Brandy Waldron  
Interim City Manager  
City of Panama City  
501 Harrison Avenue  
Panama City, Florida 32401

Re: Lobbyist/Consultant Agreement

Dear Ms. Waldron:

Capital City Consulting, LLC, (hereinafter “CCC”) welcomes the opportunity to represent the City of Panama City (hereinafter “CPC”) as consultants/lobbyists before Florida’s legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to CPC.

**SCOPE OF SERVICES.** CCC agrees to represent CPC during legislative session and committee weeks to monitor all actions of the legislative and executive branches that could impact CPC. This service includes lobbying the Florida legislature and agencies to secure funding through grants and appropriations.

**TERM.** The term of this relationship shall begin upon mutual execution of this agreement and continue for a minimum of twelve (12) months. Thereafter, the agreement will continue until cancelled with 30 days’ advanced written notice by either party.

**FEES.** CCC will provide the above-referenced professional services for a monthly fee of \$7,500. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in your representation, lobbyist registration, CCC members’ meals while meeting with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum and often times split expenses amongst multiple clients if appropriate. CCC does not pay for meals or any expenses of legislators or other government officials. Out-of-pocket expenses directly attributable to the performance of the work may include travel, lobbyist registration fees, and other expenses incurred on behalf of CPC, however no costs in the aggregate in a month shall exceed \$500 without prior approval.

**CONFIDENTIALITY.** CCC will treat any and all information, communications, or materials of CPC as confidential and will not disclose or divulge same unless otherwise directed or authorized by CPC or ordered to do so by a court of competent jurisdiction.

**REPORTING.** CCC will monitor all relevant actions of the Legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of CPC. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or project. CCC members are continuously available by telephone, email, and cell phone to serve your communication needs.

**INDEPENDENT CONTRACTOR.** CCC and its employees, independent contractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors, or agents to hold themselves out, nor claim to be officers or employees of CPC.

**ETHICAL AND LEGAL CONSIDERATIONS.** CCC agrees to comply with all applicable local, state, and federal laws, rules, and regulations in its representation of CPC under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 50% toward executive branch lobbying efforts and 50% toward legislative.

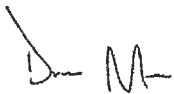
**CONFLICTS OF INTEREST.** CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to CPC's initial retention of CCC.

**MISCELLANEOUS PROVISIONS.** This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties. Although six members of our firm are Florida licensed attorneys, this representation is not for legal services.

Drew Meiner will have primary responsibility for this engagement.

If you agree with the terms contained in this letter of agreement, please sign, and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,



Drew Meiner

I agree with the terms of this letter contract on behalf of City of Panama City.

Signed on this 21 day of September 2023.

Brandy Walden  
Signature

Interim City Manager  
Title