

AGREEMENT

THIS AGREEMENT entered into this 1 day of July, 2015, by and between the REAL PROPERTY, PROBATE AND TRUST LAW SECTION of THE FLORIDA BAR, hereinafter referred to as "SECTION" and Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., hereinafter referred to as "LEGISLATIVE CONSULTANT", who, and in consideration as hereinafter expressed agree as follows: The LEGISLATIVE CONSULTANT shall serve for two (2) years beginning July 1, 2015, as a legislative consultant for the SECTION. The LEGISLATIVE CONSULTANT agrees to comply with all policies adopted by The Florida Bar Board of Governors and by SECTION. The services that LEGISLATIVE CONSULTANT shall provide to SECTION are as follows:

1. To serve as legislative consultant in all those matters which affect the SECTION.
2. The LEGISLATIVE CONSULTANT agrees that if the LEGISLATIVE CONSULTANT individually, or the LEGISLATIVE CONSULTANT's firm are to represent any client before the Florida Legislature (other than set forth on the attached listing), the LEGISLATIVE CONSULTANT will so notify in writing the Executive Director of The Florida Bar, the Chair of The Florida Bar's Legislation Committee, the Chair of the SECTION, and the Chair of the SECTION's Legislative Committee at least five (5) days prior to initiation of any such representation by the LEGISLATIVE CONSULTANT and that any subsequent conflicts will be disclosed immediately.
3. The LEGISLATIVE CONSULTANT agrees to work on Florida Bar legislative matters when directed by the Executive Director of The Florida Bar when the Executive Director believes that such participation is necessary and in the best interest of the membership of The Florida Bar. In this event, the cost of the LEGISLATIVE CONSULTANT's time will be assessed against this SECTION unless this use creates a shortage or hardship on the SECTION. In that event, The Florida Bar may reimburse the SECTION for the appropriate amount of the legislative expense.

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4. The LEGISLATIVE CONSULTANT agrees to coordinate all activities regarding the Florida Legislature which might affect the SECTION.

5. The SECTION will pay the LEGISLATIVE CONSULTANT for the provision of services as set forth herein a fee of One Hundred and Twenty Thousand and 00/100 DOLLARS (\$120,000), inclusive of all reasonable costs and expenses to be paid in the following manner: \$30,000 payable on July 1, 2015, \$30,000 payable on October 1, 2015, \$30,000 payable on January 1, 2016 and \$30,000 on March 1, 2016.

6. The LEGISLATIVE CONSULTANT hereby agrees to identify him or herself at all times as a representative of said SECTION and not a representative of The Florida Bar when working on SECTION matters.

7. The SECTION and LEGISLATIVE CONSULTANT further agree and consent to the disclosure of any information in this agreement by either party or by The Florida Bar as required by law, to include disclosure to the Florida Legislature of any amounts paid to the LEGISLATIVE CONSULTANT pursuant to this agreement.

THIS AGREEMENT is not assignable by either party and may be terminated by either party upon sixty (60) days written notice being given or may be immediately terminated by The Florida Bar if it decides that the LEGISLATIVE CONSULTANT or a member of the LEGISLATIVE CONSULTANT's firm does not act within the best interest of The Florida Bar.

*Signatures on next page
Agreement consists of 10 pages
with addenda*

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WITNESS our hands and seal this 1 day of July, 2015.

Jamie N. Stat
Witness

Callana
Witness

Witness

Witness

Michael J. Gelfand

Michael J. Gelfand, Section Chair
Real Property, Probate and Trust Law Section
The Florida Bar

John F. Harkness, Jr.
Executive Director
The Florida Bar

Monica Zerke
Witness

August
Witness

Peter M. Dunbar

Peter M. Dunbar, Legislative Consultant
Legislative Consultant

Monica Zerke
Witness

August
Witness

Martha Edenfield
Martha Edenfield, Legislative Consultant
Legislative Consultant

Monica Zerke
Witness

August
Witness

Cari Roth
Cari Roth, Legislative Consultant
Legislative Consultant

Monica Zerke
Witness

August
Witness

Brittany Finkbeiner
Brittany Finkbeiner, Legislative Consultant
Legislative Consultant

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, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A. 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 forty percent (40%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$48,000.00.

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 percent (20%) 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.

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, preparation of CLE educational written and oral offerings and briefings, legal research, attendance at meetings of the client and related travel, communications with judicial and court administration officials and the preparation of written articles, opinions and reports for the client, shall be equal to forty percent (40%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be \$48,000.00.

Except as modified hereby, the terms and conditions of the contract with Firm are ratified and confirmed to be effective this 1 day of July, 2015.

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

By: Peter M. Dunbar
PETER M. DUNBAR

REAL PROPERTY, PROBATE &
TRUST LAW SECTION OF THE
FLORIDA BAR

By: John J. Sullivan, Chair

THE FLORIDA BAR

By: _____

WITNESS our hands and seal to be effective the day and year first year written above.



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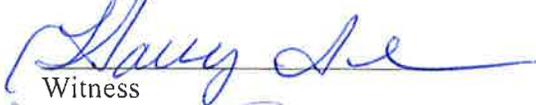
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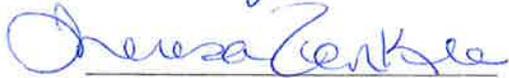
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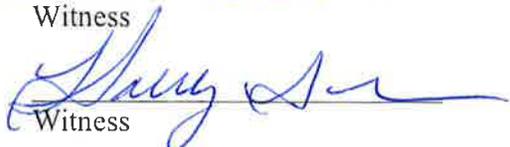
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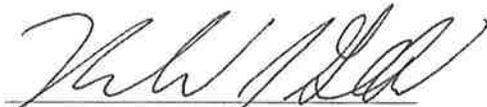
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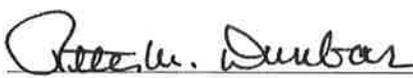


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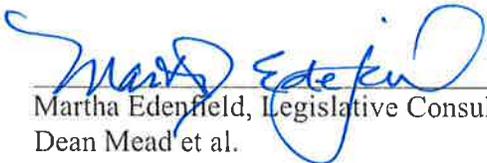


Michael J. Gelfand, Section Chair
Real Property, Probate & Trust Law Section
The Florida Bar

John F. Harkness, Jr.
Executive Director
The Florida Bar



PETER M. DUNBAR, Legislative Consultant
Dean, Mead et al.



Martha Edenfield, Legislative Consultant
Dean Mead et al.



Cari Roth, Legislative Consultant
Dean Mead et al.



Brittany Finkbeiner, Legislative Consultant
Dean Mead et al.

ADDENDUM

This is an addendum this 1 of July, 2015 to the Agreement between Michael J. Gelfand, Section Chair, Real Property, Probate and Trust Law Section and The Florida Bar, John F. Harkness, Jr. Executive Director The Florida Bar, Peter M. Dunbar Dean Mead et al., Martha Edenfield, Legislative Consultant, Dean Mead et al., Cari Roth, ~~and~~ Legislative Consultant, Dean Mead et al., and Brittany Finkbeiner, Legislative Consultant, Dean Mead et al., Dated July 1, 2015. It is further agreed that:

1. That The Legislative Consultant shall serve as consultant regarding legislative, administrative and regulatory matters which affect the Section. Although other professional personnel at his law firm shall assist and support him, Peter M. Dunbar shall be the lead contact and shall be personally primarily responsible for performing the services (including coordinating and reporting) to the Section under this Agreement. In that regard, Peter M. Dunbar shall make a presentation at the Section's Annual Legislative Update Seminar and shall personally attend each Section Executive Council meeting held within the State of Florida. Peter M. Dunbar anticipates that Martha Edenfield, Cari Roth, ~~and~~ Brittany Finkbeiner, ~~and Ashley Gault~~ shall perform work under his direction. Any other professional personnel from the Legislative Consultant's law firm may only provide service under this Agreement with the prior approval of the Section.

2. The Legislative Consultant agrees that if Peter M. Dunbar individually, or the Legislative Consultant intends or desires to represent any client before the Florida Legislature or any regulatory or administrative body (other than those disclosed on the attachment to this Agreement), the Legislative Consultant shall notify, in writing, the Executive Director of The Florida Bar, the Chair of The Florida Bar's Legislation

Committee, the Chair of the Section, and the Chair of the Section's Legislative Committee at least five (5) days prior to commencement of that representation.

3. If an actual conflict, or even the potential for a conflict, arises between a position of the Section and a position of any other client represented by the Legislative Consultant or his law firm, the Legislative Consultant shall immediately notify, in writing, the Chair of the Section and the Chair of the Section's Legislative Committee. The Legislative Consultant and the Section acknowledge that the services to be provided under this Agreement are governed by The Florida Bar's Rules of Professional Conduct, including those provisions relating to conflict of interest between clients. Consequently, the Legislative Consultant shall not represent any other client which would have a position which would conflict with a position of the Section. If a conflict arises between a position of the Section and another existing client of the Legislative Consultant or his law firm, unless such conflict is waived by the affected clients, then the Legislative Consultant agrees that neither he nor his law firm may represent either the Section or the other party. Under such circumstances, an appropriate reduction in the fee otherwise due under this Agreement shall be made and the Section may engage other representation for the particular matter.

4. The Legislative Consultant agrees to work on Florida Bar legislative matters when directed by the Executive Director of The Florida Bar when the Executive Director believes that such participation is necessary and in the best interest of the membership of The Florida Bar. In this event, the fee for such services performed by the Legislative Consultant shall be assessed against the Section unless this creates a shortage or hardship on the Section. In that event, The Florida Bar may reimburse the Section for

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the appropriate amount of the legislative expense. This fee, if any, is deemed included within the total fee specified within this Agreement. The Legislative Consultant shall keep the Section advised of all such legislative matter requests from the Executive Director, and shall track and report to the Section the time expended and costs incurred by the Legislative Consultant in responding to such requests.

5. The Legislative Consultant agrees to coordinate all activities regarding the Florida Legislature which might affect the Section. "Coordination" shall include, but is not limited to, the following:

A. The Legislative Consultant shall identify legislative issues likely to come before the Legislature during the term of the Agreement and which shall require services under the Agreement.

B. The Legislative Consultant, in advance of (as well as during) the legislative session, shall notify the Section of any committee hearings of the Legislature dealing with an issue affecting or concerning any area within the purview of the Section.

C. The Legislative Consultant shall work with Section designated contacts to prepare presentations, where appropriate, to be made to legislators and their committee staff.

D. The Legislative Consultant shall provide to the Section summaries of profiled and filed bills dealing with the areas within the purview of the Section and copies of the actual bills when appropriate. Special procedures approved by the Section shall be used to insure timely distribution during the legislative session.

E. The Legislative Consultant shall, during the legislative session, provide weekly written reports on the status of legislative matters on which the Section

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has taken a position or has a pending legislative proposal. Additionally, reports shall be given upon any new matters which are filed and which are within the purview of the Section.

F. The Legislative Consultant shall provide all services necessary to promote and support the Section's legislative proposals and other matters affecting the Section's areas of practice. The Legislative Consultant shall coordinate, with Section designated contacts, obtaining legislative sponsors for the Section's proposals. The Legislative Consultant shall use best efforts, working with Section representatives, to ensure that there is a diversity of legislators who sponsor Section legislation from year to year. The Section's policy is to use as wide a group of sponsors as possible while at the same time recognizing that a sponsor must be an ardent proponent of the proposal.

G. The Legislative Consultant shall alert the Section to the activities of other interested groups relating to legislative proposals promoted by, supported, or opposed by the Section.

6. The Legislative Consultant shall coordinate other matters which might affect, or be of interest to, the Section and its legislative program, including but not limited to regulation, rulemaking, and the provisions of technical assistance to the Executive Branch, executive branch agencies and the Florida Legislature.

CONTRACT ADDENDUM

This is an addendum made this 1 day of ^{March} February 2016 to clarify and confirm the original intent between the REAL PROPERTY, PROBATE AND TRUST LAW SECTION OF THE FLORIDA BAR, hereinafter referred to as the "SECTION" and Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., hereinafter referred to as "LEGISLATIVE CONSULTANT".

WITNESSTH:

THAT WHEREAS, the LEGISLATIVE CONSULTANT is required to incur expenses for travel and attendance at meetings and other incidental expenses by terms of the AGREEMENT between the parties, and it has been the long-standing policy of the SECTION to reimburse LEGISLATIVE CONSULTANT for said expenses incurred pursuant to the AGREEMENT, and

WHEREAS, the parties agree that the intent to reimburse said expenses is ambiguous in the current AGREEMENT and the parties desire to clarify their original intent with regard thereto by amending the provisions of paragraph 5 of said AGREEMENT.

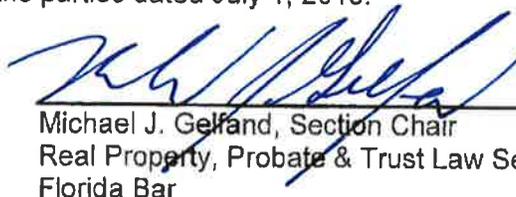
NOW THEREFORE, the SECTION and the LEGISLATIVE CONSULTANT do hereby agree that the provisions of paragraph 5 of the AGREEMENT be revised and clarified to read as follows to reflect their original intent:

5. The SECTION will pay the LEGISLATIVE CONSULTANT for the provision of services as set forth here in a fee of One Hundred and Twenty Thousand and 00/100 DOLLARS (\$120,000) to paid in the following manner: \$30,000 payable on July 1, 2015, \$30,000 payable on October 1, 2015, \$30,000 payable on January 1, 2016, and \$30,000 payable on March 1, 2016, plus out-of-pocket expenses for attendance at in-state Executive Council meetings and certain incidental expenses approved by the Section. Transportation expenses shall be paid at the minimum rates approved by The Florida Bar for mileage and at the lowest coach class airfare available and lodging at the lowest negotiated group rates when attending Executive Council meetings.

WITNESS our hands and seal to be effective the day and year first written above to clarify the AGREEMENT between the parties dated July 1, 2015.

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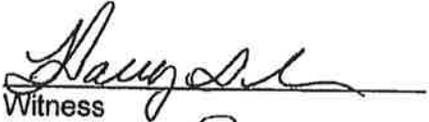
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Michael J. Gelfand, Section Chair
Real Property, Probate & Trust Law Section
Florida Bar

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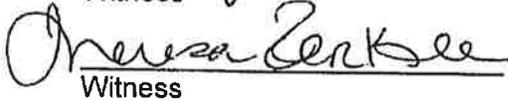
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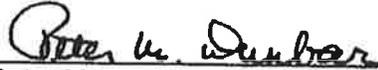
John F. Harkness, Jr.
Executive Director
Florida Bar



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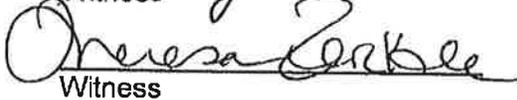
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Peter M. Dunbar
Legislative Consultant
Dean, Mead, et al.



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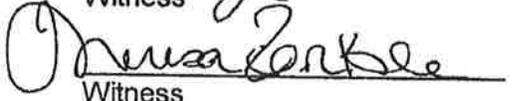
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Martha J. Ederfield
Legislative Consultant
Dean, Mead, et al.



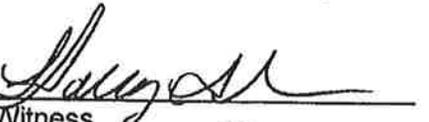
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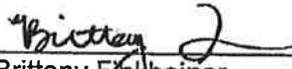
Cari L. Roth
Legislative Consultant
Dean, Mead, et al.



Witness



Witness



Brittany Finkbeiner
Legislative Consultant
Dean, Mead, et al.