
GRAYROBINSON

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February 15, 2023

Monte K. Falls, P.E.
City of Vero Beach
1053 20th Place
Vero Beach, FL 32960
Email: MFalls@covb.org

Re: Engagement with GrayRobinson, P.A.

Dear Mr. Falls:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of Vero Beach ("the City"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City before the State of Florida on issues related to the executive and legislative branches of government. This work will include assistance in the development of legislative strategy, meeting with state officials, including members of the Florida House and Senate, as well as the Governor's office and agencies.

The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Dean Cannon, who will serve as the secondary contact for this representation.

Fees, Costs and Terms

In exchange for these services, the City has agreed to pay the Firm \$2000 for the period of February 15 to February 28, 2023. Beginning on March 1, 2023, and on the first day of each month thereafter, the City has agreed to pay the Firm \$4,000 per month for a period of eleven (11) months. This fee is inclusive of all expenses and costs, save for the lobbyist registration fee discussed below. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, the City consents for the Firm's lobbyists to register to represent the City, and the City agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent following the execution of this agreement. By signing below, you agree to complete and return the registration authorization, which are necessary to our representation of the City during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until the registration authorizations are properly filed with the state.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork and documentation.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Public Records

GrayRobinson will comply with all sections of 119.0701, Florida Statutes during the course of our representation of the City. Specifically, the firm will: keep and maintain public records required by the public agency to perform the service. Upon request from the public agency's custodian of public records, provide the public agency with a copy of any 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 this chapter or as otherwise provided by law. 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 contract term and following completion of the contract if the firm does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the firm or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the

contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains public records upon completion of the contract, the firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the firm of the request, and the firm must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our firm.* If legal services are required by the City, we will enter into a separate engagement should the City decide to utilize Gray Robinson for those services. Nothing in this engagement letter requires the City to engage Gray Robinson for legal services.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. It is possible that Gray Robinson may participate in a legal matter adverse to the City, however we will make you aware of instances when they occur. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

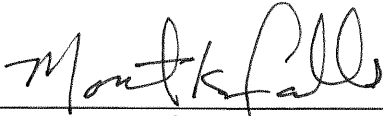
Sincerely,



Ryan Matthews

2/20/23

Date



MONTE K FALLS
CITY MANAGER

For: City of Vero Beach

2/21/23

Date