

# GRAYROBINSON

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January 17, 2023

**VIA EMAIL**

Kyle Shephard  
City of Orlando  
400 South Orange Avenue  
Orlando, FL 32802

Re: Engagement Letter

Dear Kyle:

Thank you very much for your continued interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to continue to provide governmental consulting services to the City of Orlando ("the City" or "you"). 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. This agreement supersedes and replaces all prior agreements for state government lobbying services between the City and both GrayRobinson, P.A., and Peebles, Smith & Matthews, which are deemed terminated upon execution of this agreement.

**Firm Contacts for Your Representation**

This engagement will reflect a unification of the previous engagements between the City and both GrayRobinson, P.A. and Peebles, Smith & Matthews. As such, the personnel and contacts that served on the two previous engagements shall remain in place, and are listed below.

You have retained us to do the following:

- Advise and counsel the City to jointly develop strategies with respect to the municipal legislative issues;
- Provide the City with periodic status reports as to the Firm's progress on legislative matters;
- Represent the City at appropriate meetings regarding legislative matters;
- Attend appropriate Florida legislative committees and Executive Branch meetings;
- Monitor legislative activities and contact legislators, legislative staff and other appropriate individuals on behalf of the City.
- Serve as the City's representative and liaison with the state legislature and state agencies providing a full range of legislative counsel and advocacy services;
- Provide expertise in the areas of transportation, transportation funding, Sun Rail issues, and any issues relating to municipal utilities, including water, wastewater, stormwater, natural gas, and electric;
- Arrange meetings for City officials and staff with the Central Florida Legislative delegation, other relevant House and Senate Committee Members and staff, and State agencies;
- Assist the City with formulating its legislative agenda;

- Recommend approaches to obtain support for City's positions and to neutralize any potential opposition;
- Plan strategy and direct advocacy on behalf of the City's legislative issues;
- Develop advocacy material to be distributed on the City's behalf;
- Provide drafting and research services necessary to accomplish the City's legislative and agency objectives;
- Monitor legislative and administrative developments and attend Committee hearings;
- Assist the City's officials with appearances before Committees and with State agencies, including drafting testimony;
- Establish a communications link with the City through teleconference, e-mail and regular written reports on the status of key legislative issues;
- Communicate with designated City staff on a regular basis to review and analyze legislation related to the City's interest, and provide an annual report of accomplishments;
- Be available on a consistent basis to City officials and staff to respond to any inquiries about legislative developments;
- Provide copies of requested legislative bills and amendments;
- Establish and maintain positive relationships with the Legislature and the Executive Branch to enhance and promote the City's agenda;
- Meet with City officials and staff in Tallahassee and Orlando, and attend or call into local Orlando meetings to report on relevant activities and issues;
- Represent the City at meetings, hearings, and conferences, as necessary; and
- Other related services as requested by the City.

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, Robert Stuart, Ryan Matthews, Chris Dawson, Angela Drzewiecki, Katie Flury, Kirk Pepper, and Joseph Salzverg, who will serve as additional contacts for this representation.

### **Fees, Cost and Terms**

In exchange for these services, the City has agreed to pay the Firm an annual fee of \$138,000, paid in twelve (12) monthly installments of \$11,500 with an initial payment due on the first day of the month following execution of the engagement, and on the first day of each month thereafter. Unless otherwise agreed upon, the engagement shall renew annually at the same terms.

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. Except in cases where we obtain your written prior approval for extraordinary expenses and subject to the City's consultant reimbursement policy as may be amended from time to time, we will not bill you for routine out-of-pocket costs associated with this agreement, including but not limited to travel expenses. 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.

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, documentation, and payment of costs associated with such compliance.

### **Compensation Reporting**

Florida law requires that the fees and costs invoiced by Gray Robinson 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.

### **Client Review**

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

### **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.

**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.

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. 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.

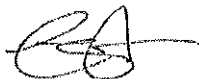
Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any 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. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2023. 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.

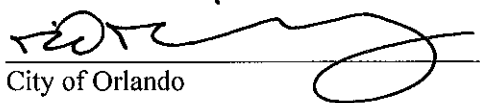
Sincerely,



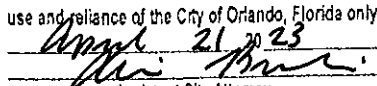
Chris Carmody



Ryan Matthews

  
City of Orlando

04.20.2023  
Date

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida only.  
  
Assistant City Attorney