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April 2, 2018

Mr. Michael Hein
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736
VIA EMAIL: MICHAEL.HEIN@GROVELAND-FL.GOV

Re: Agreement with GrayRobinson, P.A.

Dear Mr. Hein:

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 Groveland** (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.

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. While the scope of services covers all matters of legislative and executive branches, the early and initial focus will be on issues related to the Florida Department of Transportation. 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 Robert F. Stuart, Jr., who will serve as secondary contact for this representation.

Fees, Costs and Terms

In exchange for these services, the City has agreed to pay the Firm \$48,000 annually in monthly payments beginning with an initial payment of \$4,000 on May 1, 2018 and monthly thereafter. 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.

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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 under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, 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 these forms are returned and properly filed with the state.

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 30% of our fees and reimbursements as legislative branch lobbying fees, and 70% 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.

Public Records

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-429-2141 EXT. 221, virginia.wright.@groveland-fl.gov 156 S. Lake Avenue, Groveland, FL 34736.

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Firm shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the 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.
3. 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 City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Firm or keep and maintain public records required by the City to perform the service. If the Firm transfers all public records to the City upon completion of the contract, the Firm 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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. It is important to understand the distinction between those services relative to conflicts.

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

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“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 legal 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 to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2018. 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,

Christopher L. Carmody

For: The City of Groveland

Date

By: Signature

Mr. Michael Hein
Printed Name