



GRAY ROBINSON
ATTORNEYS AT LAW

Christopher L. Carmody

407-244-5649

CHRIS.CARMODY@GRAY-ROBINSON.COM

April 24, 2018

Mr. Darren Gray, City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711
VIA EMAIL: DGRAY@CLERMONTFL.ORG

Re: Agreement with GrayRobinson, P.A.

Dear Mr. Gray:

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 **City of Clermont** (“The City” or “you”). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will, for purposes of keeping our records up to date with the State of Florida, confirm that The City has engaged GrayRobinson on an annual retainer, paid quarterly, will further 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. Statewide Government Lobbying Services. 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 \$40,000 per year beginning with an initial payment of \$10,000 on December 1, 2017, and on the first day of each quarter 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. Documented, out-of-pocket costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on The City’s behalf. Both The City and the Firm have the right to terminate this contract with or without cause with thirty (30) days’ notice given.

BOCA RATON
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FORT MYERS
GAINESVILLE
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301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690
gray-robinson.com

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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 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.

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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 "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.

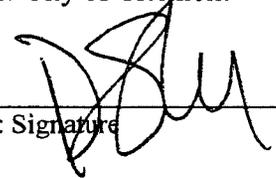
Sincerely,


Christopher L. Carmody

CLC/ljd
Encls.

For: City of Clermont

4/26/18
Date


By: Signature

Mr. Darren Gray, City Manager
Printed Name

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ATTORNEYS AT LAW

POLICY REGARDING FEES AND EXPENSES

FEES:

Quality legal services and good results require ability and effort. These are our "stock in trade." Generally, our fees are based on our skill, the time expended, and the responsibility involved. While our fee in most cases will be based mainly on the time devoted to the matter and the professional skill involved, the Supreme Court of Florida has ruled that where a favorable result has been obtained for a client, a reasonable attorney's fee may include consideration of that favorable result and may result in a fee greater than one based solely on a normal hourly rate. We will charge such a fee where we believe it is justified and in accordance with the Supreme Court's guidelines. Those guidelines involve factors other than the amount of time required, such as the uniqueness and complexity of the questions involved, the skill required to provide proper legal representation, familiarity with the specific area of law involved, the preclusion of other engagements caused by acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar legal services, and the nature and length of our relationship. All these factors have a significant bearing on the reasonable value of the services performed.

EXPENSES:

You will be charged a reasonable rate for computerized document production, postage, reproduction, telecopies, couriers, express mail, long-distance telephone, travel costs and other costs. We may also use computerized research services to assist in handling your matters. This service will be used when we believe that it will save you money to do so. Expenses incurred or advanced on your behalf will be itemized on the statement.

BILLING

You will be billed periodically, usually monthly. There will be a service charge of 1-1/2% per month on all accounts not paid within 30 days of the date the statement is mailed to you. Interest charges will be added on to any outstanding balance and will be reflected in subsequent statements.

In the event you should disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

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COMMENCEMENT OF REPRESENTATION:

Our representation will not commence until we receive a signed copy of the letter to which this statement is attached, together with payment of any retainer specified therein.

WITHDRAWAL FROM REPRESENTATION:

We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

FILE RETENTION:

You should be aware of our file retention policy. Once your case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed. Thus, if there are any documents which you need from the documents we possess, we recommend that you obtain them at the conclusion of your case.

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PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

BOCA RATON Mizner Park Office Tower 225 N.E. Mizner Blvd., Ste. 500 Boca Raton, Florida 33432 561-368-3608 Fax: 561-368-4008 Receptionist: 3800	FORT LAUDERDALE 401 E. Las Olas Blvd., Ste. 1000 P.O. Box 2328 (33303-9998) Ft. Lauderdale, FL 33301 954-761-8111 Fax: 954-761-8112 Receptionist: Ext. 7400	FORT MYERS 1404 Dean St. Ste. 300 Fort Myers, FL 33901 239-598-3601 Fax: 239-321-5334	GAINESVILLE 720 SW 2nd Ave., Ste. 106 Gainesville, FL 32601 352-376-6400 Fax: 352-376-6484	JACKSONVILLE 50 N. Laura St., Ste. 1100 Jacksonville, FL 32202 904-598-9929 Fax: 904-598-9109 Receptionist: 8401	KEY WEST 221 Sincennes Street Key West, FL 33040 305-294-0252 Fax: 305-292-5442	LAKELAND One Lake Morton Dr. P.O. Box 3 (33802-0003) Lakeland, FL 33801 863-284-2200 Fax: 863-688-0310 Receptionist: Ext. 2297
MELBOURNE 1795 W. NASA Blvd. P.O. Box 1870 (32902-1870) Melbourne, FL 32901 321-727-8100 Fax: 321-984-4122 Receptionist: Ext. 3700	MIAMI 333 SE 2 nd Ave., Ste. 3200 Miami, FL 33131 305-416-6880 Fax: 305-416-6887 Receptionist: Ext. 4300	NAPLES Premier Executive Center 1415 Panther Lane Ste 119 Naples, FL 34109 239-598-3601 Fax: 239-598-3184	ORLANDO 301 E. Pine St., Ste. 1400 P.O. Box 3068 (32802-3068) Orlando, FL 32801 407-843-8850 Fax: 407-244-5690 Receptionist: Ext. 6299	TALLAHASSEE 301 S. Bronough St., Ste. 600 P.O. Box 11189 (32302-3189) Tallahassee, FL 32301 850-577-9990 / 850-222-7717 Fax: 850-577-3311 or 850-222-3494 Receptionist: Ext. 2900	TAMPA 401 E. Jackson St., Ste. 3700 P.O. Box 3324 (33601-3324) Tampa, FL 33602 813-273-5080 Direct Dial: 813-273 - Ext. Fax: 813-273-5145 Receptionist: Ext. 5032	WEST PALM BEACH Northbridge Centre 515 North Flagler Drive, Suite 1425 West Palm Beach, FL 33401 561-886-4100 Fax: 561-886-4101