AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of September 2019, by and between CANAVERAL PORT AUTHORITY, (CPA) and GRAYROBINSON, P.A. (GRAYROBINSON).

WHEREAS, CPA has resolved to enter into an Agreement with GRAYROBINSON for certain state level lobbying services to be provided to CPA;

WHEREAS, CPA understands that lobbying is a process of communication and persuasion and acknowledges that no guarantee regarding the outcome of any legislative, administrative, or funding activity can be made by GRAYROBINSON;

NOW THEREFORE, GRAYROBINSON and CPA agree to the following:

GRAYROBINSON shall provide lobbying services on behalf of CPA as outlined in the General Objectives, Professional Services and Deliverables sections as follows:

1. **GENERAL OBJECTIVES**

   A. GRAYROBINSON will provide legislative consultant services for matters in which the CPA may need professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet.

   B. The contract services shall include, but not necessarily be limited to, attending scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rulemaking proceedings; and providing legislative consulting services, in accordance with this Agreement.

   C. GRAYROBINSON agrees to be available at all times upon reasonable request to meet with the CPA and others as directed in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the CPA, and act as liaison between the CPA and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state agencies on matters under the scope of this Agreement. GRAYROBINSON will review and understand the Agendas of the House and Senate leaders in order to assist the CPA to strategically seek funds and policy change.

   D. Although legal opinions are not required, GRAYROBINSON shall understand applicable laws and proposals under consideration by the Governor, administrative agencies or the Legislators or their committees that may have impact upon the CPA, and GRAYROBINSON shall interpret implications and advise the CPA accordingly as part of the Deliverables in paragraph 3, herein.

   E. GRAYROBINSON shall monitor proposals and activities in meetings regarding state administrative and agency hearings. This would include a review of the agendas and providing notification to the CPA as pertinent issues arise. GRAYROBINSON shall report the outcome of such meetings to the CPA.

   F. GRAYROBINSON shall lobby committee members prior to and at these meetings, to accomplish the CPA's desired positions.

2. **PROFESSIONAL SERVICES**

   A. GRAYROBINSON shall develop an overall strategy with CPA staff to ensure issues of concern to the CPA are addressed to the CPA's satisfaction and demonstrate a keen understanding of CPA priorities, policy objectives, project merits and supporting data.

B. GRAYROBINSON shall devise an overall funding strategy in light of shrinking opportunities.

1. To the highest degree possible, GRAYROBINSON will represent the CPA's interest in securing state assistance for various funding aspects, including technical assistance, planning and design, infrastructure, and services, in all applicable Legislative Committees and process involving grants, budget, and appropriations.

2. GRAYROBINSON shall pursue major funding opportunities and investigate other opportunities. GRAYROBINSON shall research and provide information to the CPA on existing and emerging legislation; availability of funding; distribution of funding; techniques to be used by the CPA to capitalize on opportunities; and examples of successful local government applications.

C. GRAYROBINSON shall identify relevant funding opportunities that may arise for which the CPA may qualify to apply; assist Staff in submitting grant requests.

D. GRAYROBINSON shall work with Florida delegation to ensure their understanding and support of projects for which the CPA is seeking assistance.

E. GRAYROBINSON shall draft letters to the members regarding issues of interest and concern to the CPA.

F. GRAYROBINSON shall review on a continuing basis, all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the CPA and regularly inform the CPA as to these matters. Provide legal and legislative expertise and consulting services.

G. GRAYROBINSON shall review legislative policy statements adopted by the Florida league of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the CPA and make recommendations on policy.

H. GRAYROBINSON shall assist the CPA Commission and Staff in the coordination and development of the CPA's legislative program and appropriation requests.

GRAYROBINSON shall monitor state legislative committee meetings, state agency hearings and meetings prior to and during regular and special legislative session(s) at which specific issues within the CPA's adopted legislative program are considered, as well as others that may arise that affect the CPA.

J. GRAYROBINSON shall work with the CPA Commission and Staff to develop special or general legislation in keeping with, or supportive of, the CPA's adopted legislative program.

K. GRAYROBINSON shall develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.

L. GRAYROBINSON shall lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the CPA, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the Brevard County Legislative Delegation.

M. GRAYROBINSON shall appear and testify before state agency hearings, rulemaking proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the CPA, and specific legislation contained in the CPA's legislative program.

N. GRAYROBINSON shall, upon request by the CPA, assist the CPA in coordinating applications and obtaining State permits and grants. GRAYROBINSON is not expected to prepare permit or grant applications.

0. GRAYROBINSON shall, upon request, coordinate appointments/meetings between the CPA Commission or other CPA Staff, and appropriate state officials and legislators.

P. GRAYROBINSON shall provide access to their Tallahassee offices for any CPA Staff during session. Said access shall include, but not be limited to, phones, copiers and high-speed internet.

Q. GRAYROBINSON will work and coordinate its efforts with the Florida Ports Council, its lobbyists and lobbyists of its consulting members, the Florida State Transportation and Economic Development Commission and the Florida Ports Financing Commission.

3. **DELIVERABLES**

A. A presentation before the CPA Board of Commission at a meeting of the CEO and Chairman's choosing before the legislative session, highlighting first general legislative issues that may be of interest and/or application to the Port and then issues that may specifically impact or affect the Port. Based on this presentation, and ensuing dialogue with the CPA Board of Commissioners, GRAYROBINSON will carry forth the legislative agenda of the Port, for appropriate activity and actions.

B. A brief, written summary at the conclusion of each week during the legislative session highlighting the status of issues on the legislative agenda of the Port, and any other matters that may have more general application to the Port.

C. A written monthly report summary briefly summarizing the weekly reports as well as likely legislative activity and issues for the next month.

D. A presentation before the CPA Board of Commissioners highlighting the legislative session just ended, on matters of general interest to the Port, but specifically focused on transportation and Port related matters.

E. Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CPA. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

F. All written reports required above shall be transmitted to the Board of Commissioners via email, followed by a hard copy.

4. **TERM, DURATION AND TERMINATION OF AGREEMENT**

A. Term: The term of this Agreement shall begin October 1, 2019, and shall terminate September 30, 2020, unless terminated sooner as provided herein.

B. Termination for Convenience: Either party may terminate this Agreement without cause by giving the other party written notice at least forty-five (45) days prior to the effective date of termination. All rights and duties of the parties shall continue during such notice period, and CPA shall be responsible to GRAYROBINSON for obligations incurred during the notice period only if approved in advance in writing by CPA Chief Executive Officer as required.

C. Termination for Breach: This Agreement may be terminated for cause with ten (10) days written notice by CPA upon failure of GRAYROBINSON to perform pursuant to any of the provisions or requirements set forth herein.

D. Termination Billings: Upon termination of this Agreement (for convenience or for breach, GRAYROBINSON shall be entitled to payment for obligations incurred after CPA's receipt of notice of termination or GRAYROBINSON's receipt of notice of termination, whichever is applicable, only if the obligations were incurred with the written approval of CPA. Obligations incurred prior to a notice of termination shall be paid consistent with the terms of this Agreement.

E. GRAYROBINSON and individuals acting on behalf of GRAYROBINSON for the benefit of CPA agree to comply with and abide by all statutes regulating lobbyists. In addition, GRAYROBINSON and all employees agree that, during the term of this Agreement, they will not lobby CPA staff on behalf of other clients.

F. GRAYROBINSON acknowledges that they are not employees of CPA for any purpose and GRAYROBINSON is providing lobbying services under this Agreement as an independent contractor.

5. **COMPENSATION**

A. GRAYROBINSON shall present CPA with a monthly invoice for twelve (12) months from October 1, 2019 through September 30, 2020 for the services to be provided herein. Upon CPA's receipt of GRAYROBINSON's invoice, the Chief Executive Officer or designee will certify that GRAYROBINSON has performed the described services in conformance with the Agreement, and that GRAYROBINSON is entitled to receive the specified amount. If so certified by the Chief Executive Officer or designee, CPA shall pay GRAYROBINSON pursuant to Section 218.70 et seq. Florida Statutes known as the "Florida Prompt Payment Act."

B. For providing lobbying services as outlined herein, GRAYROBINSON shall receive from CPA a total sum of $80,000.00 per year (12-month period from October 1st to September 30th). This fee is inclusive of travel and related incidental out-of pocket expenses, as well as, expenses deemed reasonable to the firm's overhead expenses (i.e., word/data processing, phone service, copying, mail/postage, etc.). If the Agreement is terminated prior to September 30, 2019, CPA, consistent with the provisions of paragraph 4D above, shall only be responsible for paying the monthly invoices submitted through the date of termination.

6. **INDEMNIFICATION**

Except as otherwise provided, CPA and GRAYROBINSON hereby acknowledge that they are not liable for the negligence of each other and that each will be responsible for its own negligence.

7. **ENTIRETY/MODIFICATIONS**

This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. Any modification must be in a written form and signed by both parties.

8. **WAIVER**

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall

not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

9. **NOTICES/AUTHORIZED REPRESENTATIVES**

Notices: Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery or three (3) days following deposit in the U.S. Postal System, postage prepaid by regular mail or certified mail as addressed to the parties at the following addresses:

For CANAVERAL PORT AUTHORITY:	Port Director and CEO Canaveral Port Authority 445 Challenger Rd, Ste 301 Cape Canaveral, FL 32920
For GRAYROBINSON, P.A	Robert F. Stuart, Jr. 301 E Pine Street, Ste 1400 Orlando, FL, 32801

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

CANAVERAL PORT AUTHORITY:

By: JOHN W. MURRAY, Port Director and CEO — Date: 10/17/19

GrayRobinson, PA:

By: Robert F. Stuart, Jr. — Date: 9/23/19