

**SECOND AMENDMENT
to
AGREEMENT**

**LOBBYING SERVICES
(RFP-17-009)**

THIS SECOND AMENDMENT TO AGREEMENT FOR LOBBYING SERVICES (the “Second Amendment”) is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY”) and GrayRobinson, P.A., a Florida profit corporation, whose address is 301 E. Pine Street, Suite 1400, Orlando, FL 32801, (the “CONTRACTOR”). The AUTHORITY and the CONTRACTOR may individually be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the AUTHORITY and the CONTRACTOR entered into an agreement for the provision of the lobbying services, as more specifically set forth in Agreement RFP-17-009 (the “Agreement”), which was approved by the AUTHORITY’s Board of Supervisors (the “Board”) on September 27, 2017; and

WHEREAS, pursuant to Section 24 of the Agreement, entitled “Modification,” the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the purpose of this second Amendment is to amend the Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. **RECITALS**. The above recitals are true and correct and incorporated as a material part of this Second Amendment.
2. Section 1, entitled “Term,” is hereby repealed and replaced to read as follows:

SECTION 1. TERM

The term of this Agreement shall become effective on September 27, 2017 and extend through September 26, 2024, unless otherwise terminated by either Party. The term of the Agreement may be extended upon mutual written agreement by both Parties when in the best interest of the AUTHORITY.”

3. Section 5, entitled "Compensation," is hereby repealed and replaced to read as follows:

SECTION 5. COMPENSATION

- A. The amount to be paid under this Agreement for services rendered shall not exceed Fifty Thousand Dollars (\$50,000) annually for a total-not-to-exceed Two Hundred Ninety Thousand Dollars (\$290,000) for the term of the Agreement.
 - B. Compensation for Services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
 - C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY."
4. These changes shall be effective upon this Second Amendment being executed by both Parties.
5. All of the terms and conditions of the original Agreement and any subsequent Amendment(s) not otherwise amended herein shall remain in full force and effect. To the extent of any conflict between this Second Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Second Amendment shall prevail.

[SIGNATURES ON PAGE FOLLOWING]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Second Amendment effective the ____ day of 09/06/2023, 2023.

GRAYROBINSON, P.A.

By: [Signature]
Print Name: Ryan Matthews
Title: Shareholder
Attest: [Signature]
Print Name: Alisa Drzewiecki
Title: Goennot Consultant
Address: 801 S. Brough St.
Tallahassee, FL 32308

TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
By: Todd Swingle (Sep 6, 2023 10:07 EDT)
Print Name: Todd Swingle
Title: CEO/Executive Director
Attest: [Signature]
Print Name: Alison T. Smith
Title: Executive Assistant
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 28th day of August, 2023, by Ryan Matthews as _____ of GrayRobinson P.A., a Florida profit corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

[Signature]
Notary Public

Printed Name or Stamp:

Amy Harlee

My Commission Number: HH054610

My Commission Expires: October 19, 2024

(Stamp)





Ryan Matthews
Shareholder
Ryan.Matthews@Gray-Robinson.com

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NAPLES
ORLANDO
TALLAHASSEE
TAMPA
WASHINGTON, DC
WEST PALM BEACH

February 22, 2022

Mr. Todd Swingle, Executive Director
Tohopekaliga Water Authority
951 Martin Luther King Boulevard
Kissimmee, FL 34741

Re: Engagement with GrayRobinson, P.A.

Dear Mr. Swingle:

Thank you for the continued opportunity to represent the Tohopekaliga Water Authority (“TOHO”) before the Florida Legislature and appropriate executive agencies. As you are aware, on January 1, 2022 Peebles, Smith & Matthews has merged with GrayRobinson, P.A. (“GrayRobinson” or “the Firm”). The Firm is committed to continuing the highest level of service in furtherance of your goals in the State of Florida. This letter will describe the terms under which that representation would continue to 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 TOHO before the State of Florida on issues related to the executive and legislative branches of government. This work will include identification of legislative priorities, formulation of strategy, research, providing testimony or other information to committees or officials, communications with elected officials and staff on behalf of TOHO and reporting on the status of work and pending issues to TOHO for each legislative session. 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. Prior to another member of the Gray Robinson legal or lobbying team working on a legislative or executive agency matter for TOHO, notice will be provided to both the Executive Director and General Counsel of the proposed alternate or supplemental team member put forward to handle a matter on TOHO's behalf. TOHO, in its discretion, may object to the proposed alternate or supplemental team member. If such objection occurs, the matter will be handled solely by Ryan Matthews, or a member of the GrayRobinson team approved by TOHO prior to the commencement of work.

Fees, Costs and Terms

The terms of this agreement will continue as set forth in in the original Agreement RFP-17-009, between Peebles, Smith & Matthews and TOHO, that was established on September 17, 2017, and extended through September 26, 2023. In exchange for these services, TOHO has agreed to pay the Firm \$10,000 per quarter beginning with an initial payment of \$10,000 on January 1, and on the first day of April, July, and October of 2022 & 2023. 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 TOHO's behalf. Both TOHO and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given. The term of this agreement may also be extended upon mutual agreement of both Parties when in the best interest of TOHO.

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, TOHO consents for the firm's lobbyists to register to represent TOHO, and TOHO 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 TOHO 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, TOHO 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. 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 TOHO, 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.

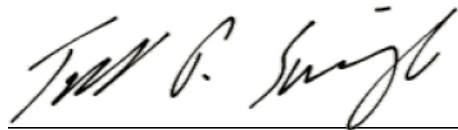
Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any 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 2022. 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



For: TOHO

February 28, 2022

Date

Signature: 

Email: tswingle@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY