

**AMENDMENT AND CONSENT TO ASSIGN AGREEMENT FOR  
LOBBYING SERVICES**

**Between**

**City of Kissimmee**

**And**

**PEEBLES, SMITH & MATTHEWS, INC. AND GRAY ROBINSON, P.A.**

This Amendment and Consent to Assignment of the Agreement dated October 1, 2019 (“Agreement”) is made and entered into this 4th day of February 2022, by and between the City of Kissimmee, a political subdivision of the State of Florida, and whose address is 101 Church Street, Kissimmee, Florida, 34741, its successors and assigns, hereinafter referred to as "CITY.”

Peebles, Smith, & Matthews, Inc., a corporation of the State of Florida, and whose address is 301 South Bronough Street, Suite 500, Tallahassee, Florida, 32301, its successors and assigns, hereinafter referred to as "LOBBYIST" and “ASSIGNOR”, and

Gray Robinson, PA, a corporation of the State of Florida, and whose address is 301 South Bronough Street, Suite 600, Tallahassee, Florida, 32301, its successors and assigns, hereinafter referred to as "LOBBYIST" and “ASSIGNEE”, and

**WHEREAS**, On October 1, 2019 the CITY and the LOBBYISTS entered into an agreement for state legislative lobbying services to advance the City’s legislative priorities and issues; and

**WHEREAS**, the CITY received notice on or about January 31, 2022 that Ryan Matthews has left the firm of PEBBLES, SMITH & MATTHEWS and has joined GRAY ROBINSON due to the acquisition of PEBBLES, SMITH & MATTHEWS by GRAY ROBINSON; and


**WHEREAS**, the parties seek to amend this agreement and assign all obligations under the Agreement from PEBBLES, SMITH & MATHEWS (ASSIGNOR) to GRAY ROBINSON, (ASSIGNEE) and remove any reference to PEBBLES, SMITH & MATTHEWS from the agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, CITY and LOBBYISTS agree as follows:

1. The name of LOBBYIST under the Agreement dated October 1, 2019, shall be amended to only include GRAY ROBINSON and any reference to PEBBLES, SMITH & MATHEWS shall be deleted.
2. The Assignor assigns to Assignee all the Assignor’s rights, title and interest in the original agreement.

3. In consideration for such consent, the Assignee reaffirm and agrees to be bound by all the terms and conditions of the original agreement, as amended.
4. The remaining provisions of the agreement dated October 1, 2019 not inconsistent herewith, remain in full force and effect.

**BY SIGNATURE BELOW**, each party has caused this Agreement to be executed by its duly authorized representative.

By:   
Mike Steigerwald  
As City Manager  
City of Kissimmee


**PEEBLES, SMITH & MATTHEWS, Inc.**  
(ASSIGNOR)  
BY:   
Authorized Signature

Print Name: Ryan Matthews

Title : Owner

Date: 2/4/22

**GRAY ROBINSON, P.A.**  
(ASSIGNEE)

By:   
Authorized Signature

Print Name: Dean Cannon

Title : President and CEO

Date: 2/4/2022

**END OF AGREEMENT**

# PEEBLES SMITH & MATTHEWS

October 1, 2019

Mike Steigerwald, City Manager  
City of Kissimmee  
101 North Church Street  
Kissimmee, Florida 34741

Dear Mr. Steigerwald:

This letter will serve to confirm the terms of our agreement for the provision of legislative and executive branch lobbying to the City of Kissimmee ("City").

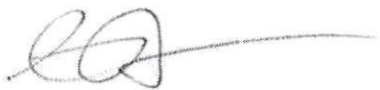
This work will include identification of legislative priorities, formulation of strategy, research, providing testimony or other information to committees or officials, communications with elected officials and staff on behalf of the City and reporting on the status of work and pending issues to the City for the 2020 legislative session. The City has agreed to pay a total fee of \$60,000 which is to be billed monthly in advance plus reasonably incurred travel expenses. The term of this contract shall begin on October 1, 2019 with the right to terminate this contract by either party, given 30 days notice.

Florida law requires that the fees and costs invoiced by PS&M for lobbying services are reported to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. 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.

Please acknowledge that this letter correctly reflects the terms of my engagement by signing, dating and returning to me the enclosed copy of this letter. There is space for this acknowledgement below my signature.

I appreciate the opportunity to represent the City of Kissimmee.

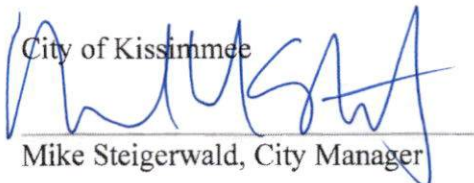
Sincerely,



Ryan Matthews

Acknowledge and agreed to this 1 day of NOVEMBER, 2019

City of Kissimmee

  
Mike Steigerwald, City Manager