

September 25, 2023

Mayor Crissy Stile  
City of Mount Dora  
510 N. Baker Street  
Mount Dora, FL 32757  
*Via email: [StileC@cityofmounddora.com](mailto:StileC@cityofmounddora.com)*

Re: Engagement Letter with GrayRobinson, P.A.

Dear Mayor Stile:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to continue to provide governmental consulting services to the City of Mount Dora. ("The City"). 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. 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 Angela Drzewiecki, who will serve as an additional contact for this representation.

### **Fees, Costs and Terms**

In exchange for these services, the City has agreed to pay the Firm \$4166.66 per month for a period of twelve (12) months, beginning on October 1, 2023, and on the first day of each month 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 may be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City's behalf for pre-approved expenses. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

### **ADDITIONAL TERMS**

#### A. PUBLIC RECORDS.

The Firm shall maintain public records required by the City to perform the services.

Upon request from the City's custodian of public records, the Firm shall 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 Chapter 119, Florida Statutes or as otherwise provided by law.

The Firm shall 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.

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

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK'S OFFICE  
CITY OF MOUNT DORA  
510 N BAKER STREET  
MOUNT DORA, FL 32757  
HANDJ@CI.MOUNT-DORA.FL.US  
(352) 735-7126**

**B. INDEMNIFICATION.**

Firm shall indemnify and hold harmless the City and all of the City's officers, agents, and employees, in their official and individual capacities, from and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by Firm in the performance of Firm's obligations under this agreement. Firm recognizes the broad nature of this indemnification and hold harmless clause, voluntarily makes this covenant, and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida.

**C. CHOICE OF LAW & VENUE.**

The parties agree that the laws of the State of Florida shall govern this Agreement and that proper venue for enforcement or interpretation of this Agreement shall have its venue in Lake County, Florida.

**D. E-VERIFY.**

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, Firm and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.



a. Firm shall require each of its subconsultants to provide Firm with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Firm shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Firm, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Firm otherwise complied, shall promptly notify Firm and Firm shall immediately terminate the contract with the subconsultant.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), *Florida Statutes*. Firm acknowledges that upon termination of this Agreement by the City for a violation of this section by Firm, Firm may not be awarded a public contract for at least one (1) year. Firm further acknowledges that Firm is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

### **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.

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 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.

**Distinguishing Between Lobbying and Legal Services; Conflicts**

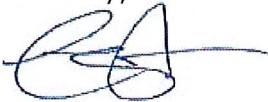
GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our firm.* If legal services are required by the City, 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. I appreciate your attention to this matter and look forward to continuing working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Ryan Matthews



For: City of Mount Dora

October 3, 2023

Date