



THE CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FLORIDA 33040

**ENGAGEMENT LETTER WITH GRAY ROBINSON, P.A.
FOR GOVERNMENTAL CONSULTING SERVICES**

November 14, 2023

Jason Unger, Esq.
Tallahassee Managing Director
Gray Robinson, Attorneys at Law
301 S. Bronough St. Suite 600
Tallahassee, FL 32301

Dear Mr. Unger:

This letter will confirm that City of Key West, Florida ("City") by and through its City Attorney pursuant to Sec. 2-797(4)(a), has retained Gray Robinson, P.A. ("Counsel") to represent Client in connection with the representation described below.

City has engaged Counsel in a one-year extension of representation to provide lobbying services on behalf of the City of Key West. Representation was established in Resolution 19-321 for a period of three years with two one-year extensions. The first one-year extension was approved in Resolution 22-204 and the second one-year extension was approved in Resolution 23-212.

Scope of Work. Counsel will represent City before the State of Florida within the legislative and executive branches of government. The entire team of Gray Robinson

will be available to advance the interests of City, however the primary contact for this representation will be Jason Unger and Joseph Salzverg.

The engagement letter dated October 21, 2019, as well as Resolutions 19-321, 22-204, and 23-212, and RFP #010-19 are incorporated by reference herein. *Additionally, the list of legislative priorities for 2024 are incorporated herein as the scope of work for this contract extension and listed as (Exhibit A).*

Fees, Costs and Term

In exchange for these services, City agrees to pay Counsel \$6,000.00 per month for the one-year contract extension from October 1, 2023, to September 30, 2024, as contemplated by Resolution 23-212. All payments should be remitted to 301 East Pine Street, Suite 1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of the invoice. Documented out-of-pocket costs, including travel at the City's request and registration fees, directly attributable to the performance of the scope of work described herein will be billed in addition to the monthly flat rate. Both City and Counsel have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that Gray Robinson'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 the calendar year beginning January 1 and ending on December 31. Therefore, City consents for Counsel to register to represent City and City agrees to reimburse Counsel for the cost of lobbyist registrations.

Lobbyist registration forms will be sent under separate cover following the execution of this Agreement. City agrees to complete and return these forms, which are necessary for representation by Counsel.

Compensation Reporting

Florida law requires that the fees and costs invoiced by Counsel for lobbying services are reportable to the State on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, City consents to the quarterly disclosure of compensation paid or owed to Counsel for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that Counsel 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 Gray Robinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless directed otherwise, Counsel will attribute and report 50% of their fees and reimbursements as legislative branch lobbying fees, and 50% of their fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by Counsel to reflect Counsel's best professional judgment regarding allocation of Counsel's efforts associated with this representation.

Confidentiality

In order to preserve the candor and trust necessary in this lobbying agreement, it is the policy of Counsel to keep strictly confidential all information about City's interests and strategies. Because information is the stock and trade of Counsel and because advancing City's interests may depend on maintaining confidentiality, Counsel likewise requests that City keeps such strategies, insight, information or analysis confidential to the extent permitted by Florida law.

Distinguishing Between Lobbying and Legal Services; Conflicts

Counsel 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 City and Counsel.

Both lobbyists and lawyers must avoid conflicts of interest. Lawyers may not accept a legal client adverse to another client in a legal matter, and Lobbyists will decline to accept a lobbying client adverse to another legal client in a legal matter, and Counsel will decline to accept a lobbying client involved in a legal action against an existing legal or lobbying client of Gray Robinson. However, legal services and lobbying are separate and distinct services for the purpose of evaluating conflicts, and because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or the application of the law by the executive branch, the positions advanced on behalf of the lobbying clients may or may not differ from legal positions taken on behalf of lobbying 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. Counsel will bring any such situations to City's attention immediately upon discovery and City will likewise contact Counsel immediately if similar concerns exist. Whenever conditions merit it, Counsel 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 herein, Counsel knows of no lobbying conflicts between City and other lobbying clients and Counsel has discussed their plan for protecting City's interests from marketplace competitors via an ethics wall. City agrees to contact Counsel immediately should any concerns of perceived or potential conflicts arise to give Counsel an opportunity to address the concern in a mutually acceptable fashion. Counsel agrees to do the same.

Insurance: Counsel agrees to secure and maintain throughout the Engagement, adequate errors and omissions professional insurance with limits appropriate to municipal legal consulting services in Florida.



11/14/2023

Jason Unger, Esq.

Date

Partner, Grey Robinson



11/14/23

Ronald J. Ramsingh, Esq.

Date

City Attorney