

GRAY ROBINSON
ATTORNEYS AT LAW

Dean Cannon
Executive Vice President and
Statewide Chairman of Government Affairs

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September 1, 2018

Mr. Don Smallwood
City Attorney
City of Kissimmee
101 N. Church Street
Kissimmee, FL 34741

Re: Agreement with GrayRobinson, P.A.

Dear Mr. Smallwood:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of Kissimmee ("Kissimmee" or "you"). The Firm is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we expand the scope of our current representation at the state legislative and executive branch level to also include certain federal issues, including airport issues, among others.

Firm Contacts for Your Representation

The entire team of GrayRobinson's lobbyists will be available to advance Kissimmee's interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation.

Fees, Costs and Terms

In exchange for the revised scope of services, Kissimmee has agreed to pay the Firm \$5,000 per month. All payments should be remitted to 301 S. Bronough St., Suite 600, Tallahassee, FL 32301, 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 Kissimmee's behalf which includes, but is not limited to, lobbyist registration fees and associated expenses. No monthly costs will be incurred without your prior approval. Both Kissimmee and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of Kissimmee during the term of this contract or after its termination should reporting periods overlap.

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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, Kissimmee consents for the firm's lobbyists to register to represent Kissimmee, and Kissimmee 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 under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, which are necessary to our representation of Kissimmee during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until these forms are returned and properly filed with the state.

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, Kissimmee 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. It is important to understand the distinction between those services relative to conflicts.

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 legal 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 to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2018. 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,

Dean Cannon

For: City of Kissimmee

By: Signature



Date

Printed Name

10/3/18

MIKE STEIGERWALD