



City of South Pasadena

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707
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AGENDA

ADMINISTRATIVE WORKSHOP
SOUTH PASADENA, FLORIDA

TUESDAY, AUGUST 19, 2025
FOLLOWING THE AGENDA MEETING
(APPROXIMATELY 9:05 A.M.)

CALL TO ORDER
ROLL CALL

DISCUSSION ITEMS

- Consulting Services Engagement Letters with GrayRobinson, P.A.
- Department Head Reports

ADJOURN

Carley Lewis, City Clerk

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

July 15, 2025

VIA EMAIL

Carley Lewis
City of South Pasadena
7047 Sunset Drive S.
South Pasadena, FL 33707

Re: Engagement Letter with GrayRobinson, P.A.

Dear Carley:

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 South Pasadena ("you"). 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 of South Pasadena before the State of Florida on issues related to the executive and legislative branches of government, including matters related to state appropriations. 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 Kylee Anzueto and Kristen Gray, who will serve as additional contacts for this representation.

Fees, Costs and Terms

In exchange for these services, the City of South Pasadena has agreed to pay the Firm \$2,500 per month for a period of twelve (12) months beginning with an initial payment of \$2,500 due upon execution, 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 of South Pasadena's behalf for pre-approved expenses. Both the City of South Pasadena and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

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 of South Pasadena consents for the Firm's lobbyists to register to represent the City of South Pasadena, and the City of South Pasadena 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 the City of South Pasadena 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 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 of South Pasadena 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.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality services, the Firm may use advanced technologies, including generative artificial intelligence (AI), to assist in research, drafting, and other related tasks. The use of such technologies is supervised by our lobbyists and is intended to enhance, not replace, the judgment and expertise that we bring to this representation.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by responsible individuals in our Firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our Firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any advice, document, or strategy rests with us.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our services. If you have any concerns about the use of AI in your representation, please inform us, and we will discuss alternative approaches to meet your needs.

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 of South Pasadena, 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.

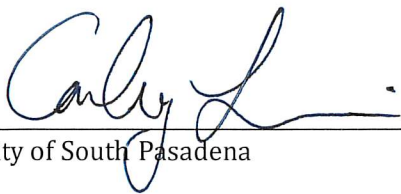
Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any 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 2026. 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,



Chris Dawson



City of South Pasadena

8/8/25

Date

Christopher Dawson | Chris.Dawson@Gray-Robinson.com
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

July 15, 2025

Carley Lewis
City of South Pasadena
7047 Sunset Drive S.
South Pasadena, FL 33707

Re: Engagement Letter

Dear Carley:

We are pleased that you have asked GrayRobinson, P.A. to serve as your legal counsel. I appreciate the confidence you have placed in our Firm, and I look forward to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

Scope of Representation

You have asked that we provide intergovernmental legal services to the City, including legal services related to Florida state government institutions. These services shall include legislative and regulatory analysis, grant application drafting and compliance, and legal services related to negotiation and execution of state contracts. The full breadth of the Firm's legal resources is available to you, but I will be your primary point of contract and legal professional for the scope of work described herein. If I should ever be unavailable, I encourage you to contact Kristen Gray or Nikki Day who will be secondary contacts.

Billing, Fees and Expenses

In exchange for these services, the City of South Pasadena has agreed to pay the Firm \$2,500 per month for a period of twelve (12) months beginning with an initial payment of \$2,500 due upon execution, 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. In addition to our professional services, we will bill City of South Pasadena for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with

or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

Retainers

We may request an advance Retainer for any professional fees and/or costs associated with this matter. The Firm also reserves the right to require an additional or increased Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. Additionally, you may be required to replenish the funds as they are used.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, City of South Pasadena and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of City of South Pasadena and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Orange County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to City of South Pasadena. Our acceptance of your current representation will preclude us from accepting future representations adverse to City of South Pasadena which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to City of South Pasadena with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of City of South Pasadena, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to City of South Pasadena.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent City of South Pasadena, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent City of South Pasadena, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent City of South Pasadena in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

Client Review

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

Entire Agreement

These terms, and the attached Additional Understanding Regarding Representation and Privacy Policy, which are incorporated by reference, constitute our entire Agreement for the representation of City of South Pasadena in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by having the extra copy of this letter signed in the space provided below and return it to our offices.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,



Christopher Dawson

The terms of this representation are accepted
this 8 day of August, 2025.



By: Carley Lewis
Title: City Administrator