

GRAY ROBINSON  
ATTORNEYS AT LAW

Christopher Carmody  
SHAREHOLDER

407-843-8880

[CHRIS.CARMODY@GRAY-ROBINSON.COM](mailto:CHRIS.CARMODY@GRAY-ROBINSON.COM)

BOCA RATON  
301 EAST PINE STREET  
SUITE 1400  
FORT LAUDERDALE  
FORT MYERS  
POST OFFICE BOX 3068 (32802-3068)  
GAINESVILLE  
ORLANDO, FLORIDA 32801  
JACKSONVILLE  
TEL 407-843-8880  
KEY WEST  
FAX 407-244-5690  
LAKELAND  
gray-robinson.com  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA  
WASHINGTON, DC  
WEST PALM BEACH

April 14, 2021

Via Email: [ghagerty@beaconcollege.edu](mailto:ghagerty@beaconcollege.edu)

Dr. George J. Hagerty  
President  
Beacon College  
105 E. Main Street  
Leesburg, FL 34748

Re: Engagement with GrayRobinson, P.A.

Dear President Hagerty:

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 Beacon College (“Beacon College” or “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 Beacon College before the State of Florida on issues related to the executive and legislative branches of government. In addition, the Firm will partner with Beacon College in raising its profile with the business community at large. The entire team of GrayRobinson’s lobbyists will be available to you. 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 Robert Stuart, who will serve as secondary contact for this representation. As well, Charles Gray and Kim McDougal will serve as part of the core team to assist on your matters.

**Fees, Costs and Terms**

In exchange for these services, Beacon College has agreed to pay the Firm \$75,000 per year, payable in monthly installments of \$6,250. The first installment is due upon signing this engagement and thereafter the first day of each month. At the end of the each twelve (12) month

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period, the contract will automatically renew for an additional twelve (12) months, unless the parties have agreed to new terms or have decided to conclude the engagement.

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 will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on Beacon College's behalf. Both Beacon College 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, Beacon College consents for the firm's lobbyists to register to represent Beacon College, and Beacon College 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 Beacon College 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.

### **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, Beacon College 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.

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### **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 Beacon College, 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.

### **COUNTERPARTS**

This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement

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 2021. 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.

**GRAY ROBINSON**  
PROFESSIONAL ASSOCIATION

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Sincerely,



Chris Carnody

George J. Hagerty      APL/AM      05.24.21  
For: Beacon College      Date

Copy to: Richard J. Killion, Vice President for Institutional Advancement