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AGREEMENT
between
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
and
GRAYROBINSON, P.A.

This Agreement is made and entered into between THE SCHOOL BOARD OF LEE COUNTY, FLORIDA (“Lee County Schools or Board”), whose address is 2855 Colonial Blvd. Fort Myers, FL 33966 and GrayRobinson, P.A., (“GrayRobinson”), whose address is 301 E. Pine Street, Suite 1400 Orlando, FL 32801, on the 26 day of July, 2022 (the “Effective Date”).

WHEREAS, this Agreement describes the terms under which that representation will occur, disclose that the Firm is reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

GrayRobinson will represent Lee County Schools before the State of Florida on issues related to the executive and legislative branches of government.

Fees, Costs and Terms

In exchange for these services, Lee County Schools has agreed to pay the Firm \$7000 per month for a period of thirty-six (36) months beginning with an initial payment on August 1, 2022, and on the first day of each month thereafter. After the initial thirty-six (36) month term, Lee County Schools and GrayRobinson may renew upon written mutual agreement of the parties for up to three (3) additional, consecutive one (1) year terms, or a new executed agreement, or unless otherwise terminated.

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 Lee County Schools behalf for pre-approved expenses. All out-of-pocket costs will be approved prior to expenditure by the Superintendent. A list of out-of-pocket costs is attached as Exhibit A.

Termination

Both Lee County Schools and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Force Majeure

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

Lobbyist Registration

Per Florida Statute, 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, Lee County Schools consents for the firm's lobbyists to register to represent the School Board of Lee County, Florida, and Lee County Schools 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, Lee County Schools agrees to complete and return the registration authorizations, which are necessary to our representation of Lee County Schools 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 GrayRobinson 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. Lee County Schools agrees 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 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. Lee County Schools 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 Lee County Schools 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 GrayRobinson to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

GrayRobinson shall keep confidential all information about your interests and strategies. Lee County Schools shall keep confidential any information that GrayRobinson may share with Lee County Schools regarding political strategy, insight, information, or analysis.

Any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as proprietary information, materials, and/or ideas developed by the Board. Each Party shall maintain the confidentiality of all such information; which remains the property of Lee County Schools. Any and all proprietary information and ideas developed by Lee County Schools shall not be shared by GrayRobinson with other Districts, Boards, outside organizations, and/or other third-parties without the consent of the Superintendent, except for the information that: (a) falls under Florida Statute 119, public records, that are without an exception or (b) is under the obligation to be disclosed pursuant to the applicable laws, regulations, or orders of the court. Disclosure of any confidential information by the Consultant or its employees; the Consultant shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

Public Records

The Parties recognize and agree that Lee County Schools is subject to the provisions of the Florida Records Law, under Chapter 119, Florida Statutes. The Parties shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Parties will ensure records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

IF GRAYROBINSON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRAYROBINSON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-461-8420, PublicRecords@leeschools.net OR BY MAIL: Lee County School Board – Public Information Coordinator, 2855 Colonial Blvd., Fort Myers, FL 33966.

Governing Law and Venue

GrayRobinson and Lee County Schools shall follow all applicable laws in accordance with Federal, Florida, local laws and regulations and School Board Policy.

Any dispute with respect to this Agreement is subject to the laws of Florida and the venue shall be in Lee County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

Notices

All notices and orders given to School Board may be served by mailing to the School Board's address herein set forth, or by delivering a copy thereof to the School Board in person, or by leaving it at his place of business in the Facility with any person then in charge and addressed as follows: Office of the Superintendent, School Board of Lee County, Florida, 2855 Colonial Blvd, Fort Myers, Florida 33966 with a copy to Office of Legal Services, School Board Attorney and General Counsel, 2855 Colonial Blvd. Fort Myers, Florida 33966.


Liability

GrayRobinson shall indemnify and hold the Lee County Schools harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by GrayRobinson, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed by this Agreement. The GrayRobinson shall immediately give Lee County Schools written notice of any and all claims asserted against GrayRobinson and Lee County Schools shall have the right but not the obligation to participate in any defense. It is further understood and agreed

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA



Debbie Jordan, Chair



Christopher S. Bernier, Ed.D., Superintendent


APPROVED
JUL 26 2022

Date SCHOOL BOARD OF
LEE COUNTY



Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Kathy Dupuy-Bruno, Esq.,
School Board Attorney and General Counsel

GRAYROBINSON, P.A.



Kim McDougal
Senior Government Affairs Advisor

July 7, 2022
Date

by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. The parties acknowledge that the foregoing shall not constitute a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

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 include lobbying and consulting. *This lobbyist Agreement does not create an attorney/client relationship between Lee County Schools and our firm.* If legal services are required by Lee County Schools, GrayRobinson will enter into a separate engagement. GrayRobinson will run a complete conflict check prior to representation.

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. GrayRobinson will immediately provide written notice of any such situations to Lee County Schools and Lee County Schools will immediately provide written notice to GrayRobinson regarding the same. Whenever conditions merit, GrayRobinson 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 GrayRobinson knows of no lobbying conflicts with our current lobbying clients.

Non-Exclusive Agreement

The Parties understand and agree this Agreement is a non-exclusive agreement, except as to the terms under the Confidentiality and Conflict Sections. The Parties may participate in other comparable services to and from any other person or entity within the scope of the terms of this Agreement.

Entire Agreement

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.

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 will be limited to travel and lobbyist registration fees. All out-of-pocket costs will be approved prior to expenditure by the Superintendent. Out-of-pocket expenses are capped annually at \$3,000 and include both travel reimbursement costs and lobbyist registration fees.

1. Travel expenses, including hotel, meals, and mileage and/or flight reimbursement, to meet with Lee County Schools locally.
2. 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.



Agenda Item Details

Meeting	Jul 26, 2022 - School Board Meeting Agenda - 6:00 PM
Category	E. Consent - Board Office
Subject	2. Approval of the Contract for Professional Services with GrayRobinson, P.A.
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	261,000.00
Budgeted	Yes
Budget Source	The estimated expenditure of \$261,000 will be funded from budgeted District funds.
Recommended Action	Approval of the contract for professional services with GrayRobinson, P.A. to provide state legislative services to the Board, including legislative and governmental relations activities' assistance for The School District of Lee County, during the period of July 26, 2022 through July 26, 2025. Expenditures will not exceed \$261,000.00 for the three-year contract period. Approval authorizes the Superintendent to execute all related documents.

The Board contracts with a consultant to provide state legislative services, to include legislative and governmental relations activities' assistance for The School District of Lee County. GrayRobinson, P.A. has provided a contract for professional services that will be in effect beginning July 26, 2022 through July 26, 2025.

There is 1 PDF attached.

[Contact Person: Dr. Denise Carlin, Chief of Staff]

[Agreement Gray Robinson and Lee County Schools July 2022.pdf \(288 KB\)](#)

Motion & Voting

Approved as part of the Consent Agenda.

Motion by Mary Fischer, second by Gwynetta Gittens.

Final Resolution: Motion Carried

Yea: Cathleen Morgan, Chris Patricca, Melisa Giovannelli, Mary Fischer, Debbie Jordan, Gwynetta Gittens, Elizabeth Vaughn