

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between **The School Board of Lake County, Florida**, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the "SCHOOL BOARD"), and **Gray Robinson**, whose address is 301 East Pine Street, Suite 1400, Orlando, Florida 32801 (hereinafter referred to as the "PROFESSIONAL").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** The PROFESSIONAL shall perform the services as described in **EXHIBIT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD'S right to obtain proposals or services from other professionals for similar projects.

2. **Payment.** SCHOOL BOARD shall compensate PROFESSIONAL for their services in the manner described in **EXHIBIT "B"**. No other costs or services shall be billed to the SCHOOL BOARD.

3. **Term and Termination.** The term of this Agreement shall be from October 1, 2022, through September 30, 2023. The SCHOOL BOARD reserves the right to renew the contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the SCHOOL BOARD and PROFESSIONAL. Any renewals shall be in writing and signed by both parties. All or part of this Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than fifteen (15) days' prior to the effective date of such termination; (ii) written agreement executed by both PROFESSIONAL and SCHOOL BOARD; or (iii) SCHOOL BOARD, at any time, if PROFESSIONAL fails to perform PROFESSIONAL's duties hereunder or breaches any of PROFESSIONAL's covenants contained herein.

4. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Robert F. Stuart, Jr. The primary contact person under this Agreement for the SCHOOL BOARD shall be Superintendent of Schools.

5. **Insurance.**

A. The PROFESSIONAL shall maintain throughout this Agreement the following insurance:

Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);

(ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the PROFESSIONAL, in an amount not less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage with the SCHOOL BOARD as an additional named insured;

(iii) Professional Liability Insurance in the amount of one million dollars (\$1,000,000); and

(iv) Workers' Compensation Insurance for all employees of the PROFESSIONAL as required by Florida Statutes. A Waiver of

Subrogation in favor of The School Board of Lake County, Florida and its members, officers and employees shall be endorsed onto the workers' compensation policy.

- B. "The School Board of Lake County, Florida and its members, officers and employees" shall be listed as an additional insured on the Comprehensive General Liability insurance coverages/policies listed above in Section 5, paragraph "A" of this Agreement.
- C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
- D. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
  - (i) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
  - (ii) With respect only to the Workers' Compensation Insurance, the company may be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
- E. Neither approval nor failure to disapprove the insurance furnished by the PROFESSIONAL to the SCHOOL BOARD shall relieve the PROFESSIONAL of the PROFESSIONAL'S full responsibility to provide insurance as required under this Agreement.
- F. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The PROFESSIONAL shall be responsible for notifying SCHOOL BOARD within 48 hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration
- G. Unless otherwise notified, the certificate of insurance shall be delivered within ten (10) days of execution to SCHOOL BOARD to:

The School Board of Lake County, Florida  
Purchasing Department  
29529 County Road 561  
Tavares, Florida 32778

- H. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Lake County, Florida  
201 West Burleigh Boulevard  
Tavares, Florida 32778

1. In the event that PROFESSIONAL fails to maintain insurance as described in Section 5, paragraph "A" of this Agreement, PROFESSIONAL agrees that such failure will constitute a material breach of this Agreement and the SCHOOL BOARD shall have the right to terminate this Agreement without further liability. Further, PROFESSIONAL agrees that upon such breach, the SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

**6. Indemnification.** PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, subcontractors, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall provide such indemnity regardless of the negligence or other culpability of the SCHOOL BOARD, excluding only those circumstances where the SCHOOL BOARD is solely negligent. PROFESSIONAL shall immediately give SCHOOL BOARD written notice of any and all claims asserted against PROFESSIONAL and SCHOOL BOARD shall have the right but not obligation to participate in any defense.

**7. Sovereign Immunity.** Notwithstanding the foregoing, the SCHOOL BOARD intends to avail itself of the benefits of Florida Statutes § 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the SCHOOL BOARD's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**8. Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**9. Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

**10. Access to Financial Records.** PROFESSIONAL will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the invoice.

**11. Right to Audit.**

- A. PROFESSIONAL shall keep all records and supporting documentation which concern or relate to the work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the project is completed, whichever is later or such longer period of time as may be required by law. PROFESSIONAL shall require all of its subcontractors to likewise retain all of their project records and supporting documentation. SCHOOL BOARD, and any duly authorized agents or representatives of the SCHOOL BOARD, shall be provided access to all such records and supporting documentation at all times during normal business hours upon request by the SCHOOL BOARD. Further, the SCHOOL BOARD, and any duly authorized agents or representatives of the SCHOOL BOARD, shall have the right to audit, inspect and copy all of PROFESSIONAL'S and any subcontractor's project records and documentation as often as they deem necessary and PROFESSIONAL shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Agreement.
- B. If at any time, the SCHOOL BOARD conducts such an audit of PROFESSIONAL'S records and documentation and finds that PROFESSIONAL overcharged SCHOOL BOARD, PROFESSIONAL shall pay to the SCHOOL BOARD the Overcharged Amount, which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$25,000.00, PROFESSIONAL shall pay to the SCHOOL BOARD the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of PROFESSIONAL's reasonable audit costs, incurred as a result of its audit of PROFESSIONAL and SCHOOL BOARD. If such amounts owed PROFESSIONAL are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then PROFESSIONAL hereby acknowledges and agrees that it shall pay such remaining amounts to the SCHOOL BOARD within seven (7) business day of its receipt of the SCHOOL BOARD's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.
- C. This Section, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

**12. Contingent Fees Prohibited.** PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

**13. Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-

consultants and specialty consultants) in rendering services hereunder shall be the sole property of the SCHOOL BOARD who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the SCHOOL BOARD's use of any such materials for another project, or following termination. All original documents shall be kept on file at the office of the PROFESSIONAL for a period of 15 years. At the end of the 15-year period, PROFESSIONAL shall provide the SCHOOL BOARD with thirty (30) days written notice by certified mail, return receipt requested, of its intent to destroy documents at which time the SCHOOL BOARD shall determine whether to take possession of the stored documents or whether to allow the PROFESSIONAL to destroy the stored documents. The provisions and requirements of this clause will survive the expiration or termination of this Agreement.

**14. Nonappropriation.** SCHOOL BOARD's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by SCHOOL BOARD and the availability of funds to pay for the goods and services in this Agreement. SCHOOL BOARD shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by SCHOOL BOARD. PROFESSIONAL will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, SCHOOL BOARD shall remain obligated to pay for all purchase orders for products or services fulfilled by PROFESSIONAL prior to the termination notice.

**15. Independent Contractor.** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Neither the PROFESSIONAL nor any of PROFESSIONAL's agents, representatives, employees or independent contractors shall be deemed to be employed by SCHOOL BOARD. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL, its agents, representatives, or employees. Further, PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

**16. Approval of Personnel.** The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.

**17. Background Investigations.** The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with §§ 1012.315, 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL's failure to comply with the requirements of this paragraph or §§ 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

18. Notices.

- A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

**SCHOOL BOARD:** Superintendent, Lake County Schools  
201 West Burleigh Boulevard  
Tavares, Florida 32778

**PROFESSIONAL:** Gray Robinson  
c/o Robert F. Stuart, Jr.  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

19. Student Records. Notwithstanding any provision to the contrary contained in this Agreement between PROFESSIONAL and SCHOOL BOARD, PROFESSIONAL, and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act (FERPA), § 1002.22 and § 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, PROFESSIONAL for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold SCHOOL BOARD and its officers and employees harmless for any violation of this covenant, including but not limited to defending SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon SCHOOL BOARD arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or subcontractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon PROFESSIONAL until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**20. Public Records Retention.**

- A. IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS AT 352-253-6513, [ChallengerN@lake.k12.fl.us](mailto:ChallengerN@lake.k12.fl.us), 201 West Burleigh Boulevard, Tavares, FL 32778.**
- B. PROFESSIONAL shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:**
- (i) Keep and maintain public records required by SCHOOL BOARD to perform the service.
  - (ii) Upon request from the SCHOOL BOARD's custodian of public records, PROFESSIONAL shall provide the SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (iii) PROFESSIONAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the PROFESSIONAL does not transfer the records to the SCHOOL BOARD.
  - (iv) Upon completion of this Agreement, PROFESSIONAL shall transfer, at no cost, to the SCHOOL BOARD all public records in possession of the PROFESSIONAL or keep and maintain public records required by the SCHOOL BOARD to perform the service. If the PROFESSIONAL transfers all public records to the SCHOOL BOARD upon completion of the contract, the PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROFESSIONAL keeps and maintains public records upon completion of the contract, the PROFESSIONAL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SCHOOL BOARD by PROFESSIONAL, upon request from the SCHOOL BOARD's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.
  - (v) The failure of the PROFESSIONAL to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement, with no penalty to the SCHOOL BOARD.

21. Debarment.

- A. By signing this agreement, PROFESSIONAL certifies, to the best of its knowledge and belief that it and its principals:
- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
  - (ii) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (iii) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in preceding paragraph (ii).
  - (iv) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- B. PROFESSIONAL agrees to notify SCHOOL BOARD within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (i) through (iv) above, with respect to SCHOOL BOARD or its principals.

22. **E-Verify.**

- A. Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, PROFESSIONAL shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors.
- (i) PROFESSIONAL shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide PROFESSIONAL with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.



(iii) PROFESSIONAL shall provide a copy of such affidavit to the SCHOOL BOARD upon receipt and shall maintain a copy for the duration of the Agreement.

C. PROFESSIONAL shall provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of PROFESSIONAL's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with SCHOOL BOARD securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

23. **Disclosure of Conflict.** The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

24. **Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.

25. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

26. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.

27. **Execution.** This Agreement may be executed in counterparts (including by email), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

28. **Entire Agreement.** This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.

29. **Severability Clause.** The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

30. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

31. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege, or be construed as a waiver or acquiescence thereto. No waiver shall be valid against any party, unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

0. Attorneys' Fees. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

1. 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 (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, hurricanes or tropical storms, 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.

2. **Descriptive Headings.** The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provision.

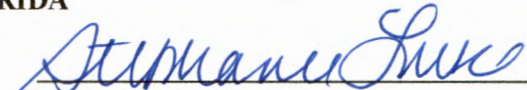
3. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

**"SCHOOL BOARD"**

**THE SCHOOL BOARD OF LAKE COUNTY,  
FLORIDA**

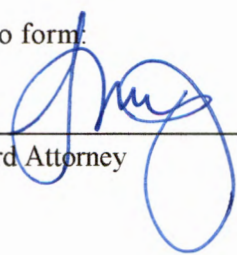
By:

  
Stephanie Luke, Chairperson

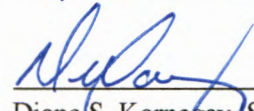
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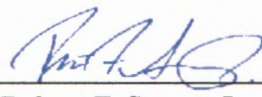
Approved to form:

  
\_\_\_\_\_  
School Board Attorney

Attest:

  
\_\_\_\_\_  
Diane S. Kornegay, Superintendent

**"PROFESSIONAL"**  
**GRAY ROBINSON**

By:   
Robert F. Stuart, Jr.  
Senior Government Affairs Advisor

Date: 10/4/2022

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Scope of Work.** The PROFESSIONAL shall be responsible for the following services on behalf of SCHOOL BOARD:
- A. Provide advice and counsel on the development of the SCHOOL BOARD's legislative agenda.
  - B. Advocate on matters of statewide policy of interest to SCHOOL BOARD as well as on matters of more local impact where the Florida Legislature, Executive Office of the Governor, the Department of Education, and any other relevant state agencies might have jurisdiction or oversight.
  - C. Help identify and pursue appropriations items and/or capital outlay funding for SCHOOL BOARD.
  - D. Work closely with Lake County Legislative Delegation on the development and advancement of priorities, creating champions from within the Lake County community to further advance the SCHOOL BOARD's agenda.
  - E. Provide a critical "seat at the table" on matters of statewide K-12 policy, positioning SCHOOL BOARD as a thought leader and trustworthy voice on education issues.
  - F. Work with the FSBA and the Superintendent's association on the advancement of their legislative priorities.
  - G. Work with the Department of Education during and outside the legislative session on matters deemed a priority by SCHOOL BOARD.
  - H. Focus on the primary goal of obtaining appropriations for projects or items identified by SCHOOL BOARD.
- II. Direction of PROFESSIONAL.** The SCHOOL BOARD shall direct PROFESSIONAL in both the specific work to be performed by PROFESSIONAL and in the timelines governing each portion of the respective project or task. As the PROFESSIONAL is an Independent Contractor, the SCHOOL BOARD shall not control the means that the PROFESSIONAL employs to perform specific requested tasks.
- III. Miscellaneous Provisions.**
- A. The PROFESSIONAL represents and warrants unto the SCHOOL BOARD that no SCHOOL BOARD Member, officer, employee, agent or volunteer of the SCHOOL BOARD has any interest, either directly or indirectly, in the business of the PROFESSIONAL to be conducted herein.
  - B. The PROFESSIONAL agrees that no press releases, articles for professional journals, speeches or other kinds of publicity concerning the PROFESSIONALS services pursuant to this Agreement shall be released, made or generated by the PROFESSIONAL or his employees or agents without the SCHOOL BOARD's prior written consent.

- C. The SCHOOL BOARD reserves the right to delete portions of the work to be performed by PROFESSIONAL pursuant to this Agreement and/or to perform portions itself as the SCHOOL BOARD may deem necessary.
- D. The PROFESSIONAL shall ensure compliance with all applicable federal, state, and local rules, regulations, codes, and requirements including, but not limited to, the Americans with Disabilities Act and the Florida Building Code, and those promulgated by the St. Johns River Water Management District and the Department of Environmental Protection (DEP).

**EXHIBIT "B"**  
**COMPENSATION**

- I. The SCHOOL BOARD shall compensate PROFESSIONAL for services rendered pursuant to the PAYMENT SCHEDULE below, provided that such services have either been specifically requested, in writing, by the SCHOOL BOARD or specifically authorized, in writing, by the SCHOOL BOARD.
- II. PROFESSIONAL shall ensure that all work performed, materials provided, and costs incurred by PROFESSIONAL pursuant to this Agreement are billed to the SCHOOL BOARD in accordance with the PAYMENT SCHEDULE below.
- III. PROFESSIONAL understands and agrees that the SCHOOL BOARD shall bear no responsibility for compensation to, or reimbursement of, PROFESSIONAL for any services rendered, costs incurred, or materials provided by PROFESSIONAL pursuant to this Agreement which are either not specifically requested or authorized by the SCHOOL BOARD, in writing, or which are not specifically set forth in the PAYMENT SCHEDULE below.
- IV. PAYMENT SCHEDULE:**  
  
SCHOOL BOARD shall pay PROFESSIONAL an Annual Fee in the amount of \$45,000.
- V. INVOICES.**
  - A. Invoices for services shall be submitted on a quarterly basis and shall include language identifying the services rendered being that of Government Consulting Services as outlined in EXHIBIT A of this agreement.