



Clay County Utility Authority

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

August 2, 2022

Mr. Chris Dawson
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

Re: Renewal of Professional Lobbying Services

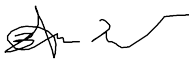
Dear Mr. Dawson:


The above referenced contract is scheduled to expire on **October 6, 2022**. The contract terms allow for a renewal period of 24-months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 24-month period, continuing from October 7, 2022, through October 6, 2024. Please provide any requested price adjustments to accompany this letter for the contract renewal. Please notify CCUA and advise if you agree and would like to renew the existing contract for the additional 24-months by signing this letter below and returning it our office.

CCUA appreciates your cooperation. We look forward to continuing business with you and your organization in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

ACCEPTANCE: YES NO OTHER
GrayRobinson, P.A.


Angelia Wilson
Procurement Manager



NAME:
Chris Dawson, Shareholder

/aw

TITLE:
8/2/22

cc: Jeremy D. Johnston
Paul Steinbrecher

DATE:



Clay County Utility Authority

3176 Old Jennings Road
Middleburg, Florida 32068-3907
Telephone (904) 213-2471
Facsimile (904) 213-2495

*Working together to protect
public health, conserve our
natural resources, and
create long-term value for
our ratepayers.*

This "Agreement" (herein so called) entered into on this 6th day of October 2020, by and between Clay County Utility Authority, an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts of 1994 (hereinafter referred to as "Authority") and GrayRobinson, P.A. (hereinafter referred to as "Firm") authorized to do business in the State of Florida; whose address is 301 East Pine Street, Ste. 1400, Orlando, FL 32801 for **Professional Lobbying Services** (hereinafter referred to as the "Services"). This Agreement shall remain in effect until October 6, 2022, unless terminated as provided or extended by mutual agreement in writing (herein referred to as "Duration").

RECITALS:

WHEREAS, in response to a publicly advertised Request for Qualifications, the Firm submitted qualifications to the Authority and was selected by the Authority as a qualified applicant in the best interest of the Authority; and

WHEREAS, the Authority and the Firm have negotiated mutually satisfactory terms for the execution of the Agreement and is incorporated by reference and made part hereof; and

WHEREAS, the Firm hereby certifies it has been granted and possesses valid, current licenses to do business in the State of Florida, issued by the respective State Board(s) responsible for regulating and licensing the professional services to be provided and performed by the Firm pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereto agree that, with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties, a legally enforceable contract shall exist between both parties consisting of:

1. SERVICES BY THE FIRM:

- A. **SERVICE AND FEES:** The mutually agreed to Scope, Monthly Retainer Fee and Rate Schedule shall be included as attachments to this Agreement.
- B. **ADDITIONAL SERVICES:** "*Additional Services*" (herein so called) beyond the work identified in the Agreement Scope shall only be authorized to be performed or provided by the Firm when agreed to in writing in advance by both parties in the form of a Supplemental Agreement. In any case in which the Firm deems that additional compensation is due for its services or materials which is not expressly covered in the Scope, or not specifically authorized in writing by the Authority, the Firm shall notify the Authority in writing and must receive prior written approval thereof from the Authority. If the Firm does not provide its written notice or does not receive the Authority's written approval prior to performing or providing any Additional Services, the Firm shall not receive any additional compensation for the same. Fees shall be based on the established contract Rate Schedule.
- C. **STANDARD OF CARE:** The Firm shall put forth its reasonable professional efforts to comply with applicable laws, codes, rules and regulations in effect as of the date of the execution of this Agreement and the date of deliverables or submissions. In providing services the Firm shall perform in a manner which, at a minimum, is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Firm is responsible for the quality, accuracy, completeness, and coordination of all deliverables and other services the Firm provides.

- D. LICENSES: The Firm agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida, including but not limited to licenses required by the respective State Board(s) and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Firm pursuant to this Agreement and the Scope and services provided therein.
- E. RESPONSIBILITY TO CORRECT: In accordance with the generally accepted standards of the Firm's profession, the Firm agrees to be responsible for the professional quality, adequacy and accuracy, timely completion, and the coordination of all data, studies, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided and/or furnished by Firm pursuant to this Agreement (hereinafter referred to as "*Services or Work Products*"). The Firm shall, without additional compensation, correct, revise, or have corrected or revised any errors, omissions and other deficiencies in such Services or Work Products resulting from Firm.

2. COMPENSATION:

- A. COMPLETION: Payment of the monthly retainer/fees is contingent upon Firm' providing services as specified in this Agreement. Such completion of the Services must be acceptable to and accepted by the Authority. Such acceptance by the Authority may not be unreasonably denied. Unless otherwise set forth in this Agreement the Firm shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the Services and conformance with the provisions of this Agreement.
- B. INVOICE PROCEDURE: Invoices shall be submitted by the Firm monthly and shall be made by the Authority in accordance with the Local Government Prompt Payment Act (the "Act"). Upon receipt of a proper statement or invoice the Authority shall have the number of days provided in the Act in which to make payment. Invoices shall be in a form and containing such documentation as reasonably required by the Authority. Each such invoice shall include Firm name, monthly retainer rate. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. If the Authority objects to any portion of an invoice, the Authority shall so notify the Firm. The Authority shall identify specific cause of the disagreement and the amount in dispute and request revision. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provision of this Agreement.
- C. PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF AUTHORITY: In the event of termination of this Agreement at the convenience of the Authority, and not due to the fault of the Firm, the Authority shall compensate the Firm only for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Firm in affecting the termination of services and work.
- D. PAYMENT WHEN SERVICES ARE SUSPENDED: In the event the Authority suspends the Firm's services of work on all or part of the services required to be provided and performed by the Firm pursuant to this Agreement, the Authority shall compensate the Firm only for services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.
- E. NON-ENTITLEMENT TO ANTICIPATED FEES: In the event the services required pursuant to this Agreement are terminated, eliminated, canceled, or decreased due to: termination; suspension in whole or in part; and and/or are modified by the subsequent issuance of Supplemental Agreement(s) other than receiving the compensation set forth in Sections 2.C and 2.D above, the Firm shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

- F. **TRAVEL:** The Authority shall not be billed or invoiced for time spent traveling to and from the Firm's offices or other points of dispatch of its employees, officers or agents in connection with the services being rendered, other than as provided for in this Agreement. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the Authority to reimburse the Firm for the same, then the Authority shall reimburse the Firm only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Firm has need to utilize hotel accommodations or common carrier services, the Authority shall reimburse the Firm for its reasonable expense incurred thereby provided prior approval of the Executive Director of the Authority, or its designee, is obtained.
- G. **REIMBURSIBLE:** The Authority shall not be liable to reimburse the Firm for any courier service, telephone, facsimile, copying expenses or postage charges incurred by the Firm.
3. **PERSONNEL:**
- A. **QUALIFIED PERSONNEL:** The Firm agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all Services to be provided pursuant to this Agreement.
- B. **FIRM'S CLIENT MANAGER:** The Firm agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the "*Firm's Client Manager*" (herein so called). The Firm's Client Manager shall be authorized and responsible to act on behalf of the Firm with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under this Agreement and Supplemental Agreement(s) thereto. The Firm's Client Manager shall have full authority to bind and obligate the Firm on any matter arising under this Agreement and Supplemental Agreement(s) unless substitute arrangements have been furnished in advance to the Authority by the Firm in writing. The Firm agrees that the Firm's Client Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the Services provided and performed by the Firm throughout the entire period this Agreement is in effect.
4. **RETENTION OF DOCUMENTS:** The Firm agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than five (5) years, in a reasonably accessible manner consistent with the Firm's internal document retention policy.
- A. **REASONABLY ACCESSIBLE:** In order to be considered reasonably accessible, such documents must not be deleted or totally destroyed such that they cannot be reproduced or only be restored at a significant cost.
- B. **DOCUMENT RETENTION POLICY:** A written policy by which each employee shall follow the same protocols to retain and store all required documents related to a project in a consistent, organized manner sufficient to allow the efficient retrieval of the required documents.
5. **PUBLIC FUNDS:** The Authority's performance of this Agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the Authority.
6. **EXTENT OF AGREEMENT:** This Agreement, together with the Request for Qualifications ("*RFQ*"), Addendums, Firm's response submittal to the RFQ, all attachments and forms represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Firm's written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Firm available on the Firm's website or retained in the Firm's office are incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the Authority.

7. **INSURANCE:** The Firm will be expected to obtain and maintain the following insurance coverage during the term of this Agreement and present a certificate verifying the same:

<u>Insurance:</u>	<u>Minimum Limits:</u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	\$1,000,000.00
Combined single limit	\$1,000,000.00
Workers Compensation	Per Statutory limits in compliance with State and Federal Laws
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

The Firm shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Authority. **Note: The Authority shall be designated as an Additional Insured on the General Liability policy. The Authority shall also be listed as a named insurance certificate holder by the successful Firm prior to beginning work.** (This requirement is excepted for Worker's Compensation Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement. Firm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the Authority's recourse to any remedy available at law or in equity.

8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Authority shall retain ownership of all Work Products including electronic files, field data, pictures, notes and other documents and instruments prepared by the Firm as instruments of service. The Firm shall not be liable for any re-use of such documents for other than the specific purpose intended without the Firm's written verification or adaptation thereof.
9. **NON-RENEW:** Any pre-printed provisions of the Firm's written materials, contract forms or documents to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.
10. **STATUS:** Any pre-printed provisions of the Firm's written materials, contract forms, or documents to the contrary notwithstanding, the Authority's entry into the contract or agreement with Firm does not give Firm any preferential status, "most favored nations" status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the Authority.
11. **TERMINATION AND SUSPENSION:** The Authority or the Firm may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished Work Products prepared by the Firm pursuant to this Agreement, shall be provided to the Authority. In the event the Authority terminates this Agreement prior to completion without cause, Firm may complete such analyses and records as may be necessary to place its files in order. This Agreement shall be terminated, with

twenty-four (24) hour notice to the Firm in the event that funds become unavailable to the Authority for any reason whatsoever. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time or during any of the Firm's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of the Authority.

12. **INDEPENDENT CONTRACTOR:** Firm is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the Authority. Firm agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Firm as a result of its status as an independent contractor. Firm is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The Authority shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Firm or any employee of Firm.
13. **CONFLICT OF INTEREST:** GrayRobinson offers not only lobbying services but also legal 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 Agreement is only for lobbying services, and if legal services are required by the Authority, we will enter into a separate engagement. Both lobbyists and lawyers must avoid conflict of interest. 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.

We know of no lobbying conflicts with our current lobbying clients. 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.

At this time, we are aware of litigation against the Authority on behalf of a Firm client. The Authority understands and consents to the Firm's continued adverse representation, and the Firm will place all appropriate ethical walls between the lobbying team and the litigation team. The Firm warrants that the litigation will have no impact on the lobbying services provided by the Firm.

14. **AUTHORITY'S APPROVAL:** Neither review, approval, or acceptance by the Authority of services or Work Products furnished by the Firm shall not in any way relieve Firm of responsibility for the adequacy, completeness and accuracy of its services or Work Products in connection with this Agreement. Neither the Authority's review, approval or acceptance of, nor payment for, any of the Firm's services or Work Products shall be construed to operate as a waiver of any of the Authority's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
15. **CONFIDENTIALITY AND PUBLIC RECORDS COMPLAINT:** The Firm agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, Firm or organization, without the Authority's prior written consent, or unless incident to the proper performance of the Firm's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Firm pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Firm will keep and maintain public records required by the Authority, which is a public agency, in order for the Firm to perform the services and the work required by the Services, and upon request from the Authority's custodian of public records, Firm shall provide the Authority 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 119.07, Florida Statutes, or as otherwise provided by law. The Firm shall require all of its employees to comply with provisions of this paragraph. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S RECORDS

MANAGEMENT ADMINISTRATOR, LYNN VALENTIN, AT (904) 213-2471, LVALENTIN@CLAYUTILITY.ORG, 3176 OLD JENNINGS ROAD, MIDDLEBURG, FL 32068-3907.

16. **INTELLECTUAL PROPERTY:** Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Firm for the Authority will be owned by the Authority. Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the Authority. Firm must inform the Authority of any inventions or discovered developed or made in connection with the Firm and will be referred to the Florida Department of State of determination on whether patent protection will be sought for the invention or discovery. The Authority will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract. Firm must notify the Authority of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contracts are the sole property of the Authority.
17. **EMPLOYMENT VERIFICATION:** Pursuant to State of Florida Executive Order No. 11-116, Firm is required to utilize the U.S. Department of Homeland Security's E-verify System to verify eligibility of all new employees hired by the Firm to work in the U.S. during the Contract term..
18. **PROPERTY DAMAGE:** The Firm agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Authority, any property damage arising out of, or caused by, the willful or intentional misconduct or negligent acts of the Firm. The Firm's obligation under this subsection does not apply to property damage caused in whole or in part by any other Firm or contractor engaged directly by the Authority. The Authority reserves the right, should the Firm fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Firm's compensation fund or by the Firm reimbursing the Authority directly for all such costs and expenses.
19. **NONDISCRIMINATION AND EQUAL OPORTUNITY:** The Firm shall comply with all state and federal laws, as currently written or hereafter amended, or other applicable laws prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in or as otherwise permitted by other applicable laws. Firm shall be certified as minority business enterprise as defined in Section 288.703, Florida Statutes, to count towards participation goals or requirements. The failure of the Firm to adhere to relevant stated requirements shall subject the Firm to any sanctions which may be imposed upon the Authority.
20. **PROHIBITION AGAINST CONTINGENT FEES:** The Firm shall not have employed or retained any company or person, other than an employee working solely for the Firm, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or Firm, other than an employee working for the Firm, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of these provisions, the Authority shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.
21. **INDEMNIFICATION:** The Firm shall indemnify and hold harmless the Authority, and the Authority's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the Firm in the performance of this Agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the Authority provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the Authority's sovereign immunity.

22. **GOVERNING LAW:** The Authority and the Firm agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Clay County, Florida without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Authority and the Firm arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Clay County, Florida.
23. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or relate to the Firm's performance of the Agreement, the Authority and the Firm agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation. The Authority shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("NADN"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.
24. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Authority or the Firm. The Firm's services under this Agreement are being performed solely for the Authority's benefit, and no other party or entity shall have any claim against the Firm because of this Agreement or the performance or nonperformance of services hereunder.
25. **AMENDMENTS:** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.
26. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Firm as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
27. **ATTORNEY'S FEES:** In any action involving the enforcement or interpretation of this Agreement, each party, whether the Authority or the Firm, shall be responsible for its own respective attorneys' fees and costs.
28. **WAIVER:** The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.
29. **SURVIVAL OF REMEDIES:** The parties' remedies shall survive the termination of this Agreement.
30. **PROVISIONS SEVERABLE:** In the event any of the provisions of this agreement should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.
31. **FINANCIAL CONSEQUENCES:** Should the Firm fail to comply with any term of this Agreement, the Authority shall take one or more of the following actions, as appropriate in the circumstances:
 - Temporarily withhold payments pending correction of the deficiency,
 - Disallow all or part of the cost of the activity or action not in compliance,
 - Wholly or partially suspend or terminate this Agreement,
 - Withhold further awards to the Firm, and/or
 - Take further remedies that may be legally or equitably available.

32. **NOTICES BY FIRM TO AUTHORITY:** All notices required or permitted hereunder by the Firm to the Authority shall be in writing and shall be served on the Authority at the following address:

Clay County Utility Authority
Attn: Jeremy Johnston, Executive Director
3176 Old Jennings Road
Middleburg, Florida 32068-3907
e-mail: jjohnston@clayutility.org

All notices required and/or made pursuant to this Agreement to be given by the Firm to the Authority may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the Authority's written notice to the Firm; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

33. **NOTICES BY THE AUTHORITY TO FIRM:** All notices required pursuant or permitted hereunder by the Authority to the Firm shall be in writing and shall be served on the Firm at the following address:

GrayRobinson, P.A.
(Firm's Business Name)

301 East Pine Street, Ste. 1400
(Street Address)

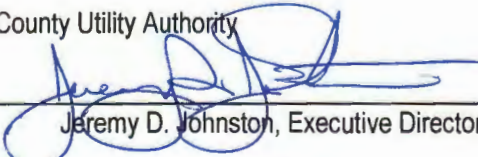
Orlando, FL 32801
(City, State, Zip)

Christopher Dawson
(Attention)

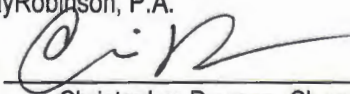
Chris.dawson@gray-robinson.com
(e-mail)

All notices required and/or made pursuant to this Agreement to be given by the Authority to the Firm may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the Firm's written notice to the Authority; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

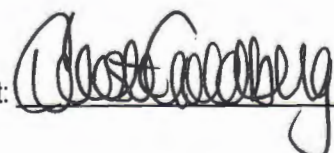
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

Clay County Utility Authority
By: 

Jeremy D. Johnston, Executive Director
Date: 2020-10-08

GrayRobinson, P.A.
By: 

Christopher Dawson, Shareholder
Date: 10/8/20

Attest: 

Attest: _____

Helle, Jonathan

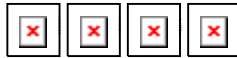
From: Lisa Howell <Lisa.Howell@gray-robinson.com>
Sent: Tuesday, August 1, 2023 9:52 AM
To: Helle, Jonathan
Subject: RE: GrayRobinson - Clay County Utility Association

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

My apologies! I pulled up West Orange instead of this one by accident. The monthly billing is 6K.

Lisa Howell
Independent Contractor

T 850.577.9090
M 850.559.8008
F 850.577.3311



GrayRobinson, P.A. • 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301



From: Helle, Jonathan <Jonathan.Helle@myfloridahouse.gov>
Sent: Monday, July 31, 2023 5:06 PM
To: Lisa Howell <Lisa.Howell@gray-robinson.com>
Subject: RE: GrayRobinson - Clay County Utility Association

This message originated outside of GrayRobinson.

I'm sorry, Lisa.

I don't see that number listed in either of the documents you sent me. Section 1. A. of "CCUA Final Executed Agreement" states that the monthly fee is included as an attachment, but I don't see the attachment. I see the compensation section on page 2, but I don't see that number there or anywhere else.

However, I can simply turn these emails into a pdf and combine them with the contracts as proof of compensation. I just want to confirm that we are talking about the same contract. I have attached what you sent me to this email for confirmation.

I apologize for the confusion.

Thank you.

Jonathan Helle
Florida House of Representatives
Office of the General Counsel
Main Office - 850-717-5500
Direct Office - 850-717-5537

From: Lisa Howell <Lisa.Howell@gray-robinson.com>
Sent: Monday, July 31, 2023 4:11 PM
To: Helle, Jonathan <Jonathan.Helle@myfloridahouse.gov>
Subject: RE: GrayRobinson - Clay County Utility Association

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

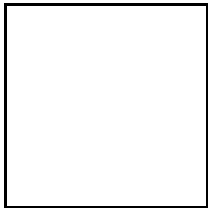
The \$4700 per month at the bottom of the first page.

Lisa Howell
Independent Contractor

T 850.577.9090
M 850.559.8008
F 850.577.3311



GrayRobinson, P.A. • 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301



From: Helle, Jonathan <Jonathan.Helle@myfloridahouse.gov>
Sent: Monday, July 31, 2023 3:11 PM
To: Lisa Howell <Lisa.Howell@gray-robinson.com>
Subject: RE: GrayRobinson - Clay County Utility Association

This message originated outside of GrayRobinson.

Good afternoon, Lisa.

What is the compensation for this contract?

Thank you.

Jonathan Helle
Florida House of Representatives
Office of the General Counsel
Main Office - 850-717-5500
Direct Office - 850-717-5537

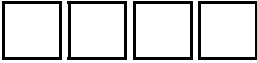
From: Lisa Howell <Lisa.Howell@gray-robinson.com>
Sent: Thursday, July 27, 2023 7:26 AM
To: Helle, Jonathan <Jonathan.Helle@myfloridahouse.gov>
Subject: GrayRobinson - Clay County Utility Association

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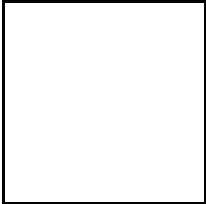
Thank you!

Lisa Howell
Independent Contractor

T 850.577.9090
M 850.559.8008
F 850.577.3311



GrayRobinson, P.A. ▪ 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301



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