

GrayRobinson, P.A.
CONTRACT # HO-___

Agreement for Services

This Agreement for Legal Services ("Agreement") is entered into by the Florida Senate, ("Senate") and the law firm of GrayRobinson, P.A. ("Firm"), (collectively referred to as the "parties").

1. Scope of Services

Andy Bardos will serve as lead counsel for the Firm and will be primarily responsible for the Firm's provision of services under this Agreement.

The Firm agrees to provide legal and consulting services to the Senate in the matter of the Florida Democratic Party v. Richard Scott, et. al., filed in the United States District Court for the Northern District of Florida, Case No. 4:16-cv-626-MW-CAS (hereinafter referred to as "the Litigation"). In accordance with this Agreement, the Firm agrees to:

- a. Provide advice to the Senate President regarding the Litigation;
- b. Represent the Senate in the Litigation;
- c. Perform other tasks assigned by the President or his designee(s).

The Firm will not provide services under this Agreement except as expressly directed in advance by the President or his designee(s).

The Firm's clients in this matter are the Presiding Officer of the Senate and the Florida Senate. The Firm does not otherwise represent and will not be deemed to have an attorney-client relationship with any other current or future government body, political body, agency, department, commission, affiliate, partner, venture, employee, officer, director, official or constituent of the Senate solely on account of the Firm's representation of the Senate in this matter or in any matters in the future the Firm agrees to accept. If the Firm subsequently agrees to represent any other affiliated entities or constituents of the Senate, the Firm will need to perform a conflicts check and confirm the details of the representation in writing. If the Firm takes on work for such affiliated entities or constituents without a separate engagement letter or confirmation, the terms of this agreement (including but not limited to terms governing conflicts of interest) will apply to that representation.

2. Consideration

As consideration for services rendered by the Firm pursuant to this Agreement, the Senate agrees to pay the following hourly rates:

Service Provider	Hourly Rate
Partners	\$500
Associates	\$345
Paralegal Services	\$165

The Firm agrees to obtain advance approval from the Senate Contract Manager if services will be provided and billed by an attorney who is not named in this Agreement.

Expenses such as office space, support personnel, and supplies will be the sole responsibility of the Firm; however, the Senate agrees to reimburse the Firm for the actual costs of copying, legal research, postage, express mail, filing fees, and similar necessary expenses incurred by the Firm to provide services under this Agreement.

The Firm agrees to present an invoice to the Senate Contract Manager on or before the fifteenth of each month following the month in which services were provided. When the Firm presents a monthly invoice, the Firm will submit to the Senate General Counsel a description of the services and costs billed in the invoice. The Senate General Counsel will forward the invoice to the respective chamber's fiscal agents for payment if the invoice and services provided comply with this Agreement. Services performed by the Firm must be billed on an hourly basis rounded to the nearest tenth of hour. Receipts or other documents supporting charges for allowable expenses must be attached to the applicable invoice. The Senate will not reimburse the Firm for any services provided or expenses incurred that are not authorized by this Agreement.

The Senate will also reimburse the Firm for authorized travel and per diem expenses incurred as a result of this Agreement; however, reimbursement(s) must be in accordance with the travel guidelines of the Florida Legislature and section 112.061, Florida Statutes, and all travel must be approved by the Senate contract manager prior to incurrence of any travel expenses. In order to receive reimbursement, the Firm must sign and submit "Form OLS-1 07/90" and all applicable receipts to: The Florida Senate, Office of Senate Administration, 404 South Monroe Street, Suite 405, The Capitol, Tallahassee, Florida 32399-1100. The Firm will not be paid for time spent traveling unless otherwise billable services are being performed during that time.

Performance by the Senate under this Agreement is subject to and contingent upon the availability of funds lawfully appropriated by and to the Senate and applicable for purposes of the Agreement.

3. Term of Agreement and Termination

This Agreement commences upon execution by parties and will continue until the litigation concludes; however, the Senate may, at its sole discretion, continue the Agreement on terms mutually acceptable to the parties.

The Senate may terminate this Agreement at any time by providing written notice of termination to the Firm. In the event this Agreement is terminated, the Firm will be compensated for services rendered and costs incurred through the date the notice of termination is received by the Firm.

The Firm may terminate this Agreement in the event that further representation would likely result in a violation of the Firm's obligations under the applicable Rules of Professional Conduct. If the Firm is then engaged in representation regarding pending litigation, the Firm will not withdraw as counsel in the litigation without the consent of the Senate or without leave of Court, and will provide services pursuant to this Agreement in the litigation until the Senate's consent or leave of Court has been granted. The Senate will compensate the Firm for services rendered and costs incurred in that litigation until the Firm is permitted to withdraw by the Senate or the Court grants leave for the Firm to withdraw from further representation.

Upon termination of the Agreement, all work-product, documents and files of the Firm that relate in any way to the Firm's representation of the Senate will become the exclusive property of the Senate. The Firm will provide the work-product, documents, and files to the Senate within five business days after termination of the Agreement as provided in Section 6 below.

4. Contract Managers

The Contract Manager for the Senate is Dawn Roberts, General Counsel, The Florida Senate, 302 Capitol, 404 South Monroe Street, Tallahassee, Florida 21288, (850) 487-5237, or as designated by the Senate President. The Contract Manager for the Firm is Andy Bardos, 301 South Bronough Street, Suite 600, P.O. Box 11189 (32302-3189), Tallahassee, Florida 32301, (850)577-9090.

All notices or other communications required or permitted under this Agreement must be sent to the respective Contract Managers.

5. Liability

The Firm agrees to maintain, during the period of the Agreement, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered under this Agreement.

Further, the Firm has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Senate, or to bind the Senate in any way.

The Firm, including any person providing services pursuant to this Agreement, will render services as an independent contractor and not as an agent or employee of the Senate and will not be entitled to fringe benefits normally provided by the Senate to its employees, including without limitation, retirement benefits, life insurance, disability insurance, health insurance, worker's compensation insurance, unemployment insurance, and group insurance.

6. Public Records

Unless specifically exempted by law, all records made or received by the Firm in conjunction with this Agreement are public records available for inspection by the public in accordance with the provisions of Article I, section 24, of the Florida Constitution and section 11.0431, Florida Statutes.

In order to ensure that records subject to an exemption are not disclosed, the Firm agrees to notify the Senate's Contract Manager immediately upon receiving a request to disclose any documents or records in the Firm's possession that relate to the subject matter of this Agreement. The Firm also agrees that it will not allow any inspection or otherwise disclose any information found in the documents or records unless and until directed to do so by the Senate or as otherwise required by law.

7. Assignment

This Agreement is an exclusive agreement for services and may not be assigned or subcontracted in whole or in part.

8. Conflicts

The Firm or its attorneys may have the opportunity to represent clients before the Florida Legislature to urge passage, modification, or non-passage of legislation under consideration by the Florida Legislature. The Senate consents to such representations should they arise during the term of this Agreement; provided, however, that the Firm and its attorneys do not contemporaneously represent other clients on matters related to this Agreement until any legal action regarding the Litigation is final.

Within 30 days after the date of this Agreement, the Firm will identify current clients the Firm or its attorneys represent before the Legislature, and any ongoing matters in which the Firm or its attorneys represent clients regarding the Litigation (including the case name, case number and court where the case is pending). After the initial disclosure, when consistent with the applicable rules of professional conduct, the Firm will notify the Senate within seven days after engagement if the Firm or its attorneys are engaged to represent a new client before the Legislature or a new client who wishes participate in an action related to the Litigation. The notification must identify the client and the nature of the challenge.

9. Resolution of Disputes

Any dispute between the Firm and the Senate as to the application, meaning, or interpretation of any part of this Agreement shall be resolved in state court in Leon County, Florida, by application of Florida Law.

10. Entire Agreement

This Agreement constitutes the entire understanding of the parties and cannot be changed or modified except in writing duly executed by the parties.

Execution by the Parties:

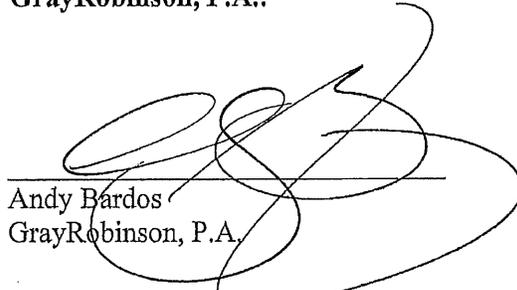
The Florida Senate:



Andy Gardiner, President
The Florida Senate

Date: 19 Oct 2016

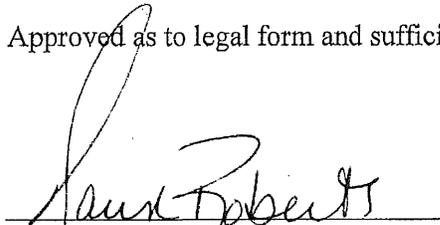
GrayRobinson, P.A.:



Andy Bardos
GrayRobinson, P.A.

10/19/16

Approved as to legal form and sufficiency:



Dawn Roberts, General Counsel
The Florida Senate

Date: 10/19/16